

Státní tiskárna cenin, s. p.

Registered Office: Růžová 943/6, Nové Město, 110 00 Praha 1, 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

*Státní tiskárna cenin, s. p. holds ISO 14298 (Management of Security Printing Processes),
ISO 27001 (Information Security Management), ISO 9001 (Quality Management), ISO 14001
(Environmental Management), ISO 45001 (Health and Safety Management Standard – HSE)*

Invitation for Tender Submission

(hereinafter “**Invitation**”)

*For the processing of tenders for **small – scale** public contract for **supplies** pursuant to
Section 27 of Act No. 134/2016 Coll., on public contract, as amended (hereinafter referred
to as the “**Act**”¹)*

**Supply and service of the laser engraving personalization machine
for ID cards // Dodávka a servis laserového gravírovacího stroje pro
personalizaci průkazů totožnosti**

(hereinafter “**Public Contract**”)

¹ Please find actual version of the Act under this link: <https://www.zakonyprolidi.cz/cs/2016-134> in the Czech language.

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority	Státní tiskárna cenin, s. p.
Registered Office	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Business ID	00001279
Statutory body	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person	Monika Řeháčková
E-Mail	rehackova.monika@stc.cz
Contracting Authority's profile / electronic instrument	https://mfcr.ezak.cz/profile_display_53.html
Data box identifier	hqe39ah

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

2. SUBJECT AND PURPOSE OF PUBLIC CONTRACT; PERFORMANCE CONDITIONS

- 2.1 The subject of this public contract is the Contractor's obligation to supply the Contracting Authority **one piece of Laser engraving personalization machine for ID cards suitable for a polycarbonate material and for a PVC material (hereinafter “Device”)**, incl. transport, installation and commissioning of the Device, training of specified Client's employees and handover of certificates and documents relating to use of the Device, according to requirements, which are in Annex No. 1 hereof (hereinafter “Draft Contract”).
- 2.2 The warranty period is stated in Art. IX of the Draft Contract.
- 2.3 The subject also includes the handover of a list of all installed computers, including the basic parameters, and software, which is part of the delivery hereunder, including identification numbers and software license numbers. The above list must contain a specific information whether the OEM (Original Equipment Manufacturer) version is used or not. If this SW identification is missing, it is understood that this is not an OEM version.
- 2.4 The Contractor also undertakes to provide **preventive inspections and maintenance and out-of-warranty maintenance of the Device**, according to Art. X of the Draft Contract.
- 2.5 In accordance with Article X paragraph 14 of the Draft Contract on the **reserved change of obligation, the Contracting Authority has the right to extend the period of servicing of the Device, specifically the period of providing of a preventive inspections and maintenance and out-of-warranty maintenance of**

the Device. The Contracting Authority is entitled to extend the service period of the Device by up to 5 years under the reserved change of obligation: or not to extend it.

- 2.6** Further definition of the subject of performance of this public contract is provided especially in the Draft Contract.

3. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV Code	Subject of the public contract
42900000-5	Miscellaneous general and special-purpose machinery
31640000-4	Machines and apparatus with individual functions

4. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of the public contract is **74 587 EUR exl. VAT.**

The maximum possible total tender price is **80 000 EUR excluding VAT** (2 000 000 CZK - the limit of small-scale public procurement for supplies).

5. COMMENCEMENT OF THE PUBLIC CONTRACT

This public contract has been commenced upon publishing Invitation on the electronic instrument E-ZAK https://mfcr.ezak.cz/profile_display_53.html.

6. PLACE AND TIME OF PERFORMANCE OF THE PUBLIC CONTRACT

6.1 Place of performance

The place of performance is at the following address:

- **Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic**

6.2 Time of performance

Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in March 2024.**

6.3 Delivery dates

The delivery dates are further specified in Art. IV of Draft Contract.

7. FORM OF PRESENTING THE TENDER PRICE

- 7.1 In its tender, the participant shall determine the unit tender prices in Annex No. 2 hereof (“**Evaluation Model**”), in **EUR excl. VAT**, in accordance with all the requirements of the Contracting Authority and in the structure required by this Annex, especially according to the instructions stated in sheet “0. – Instructions to fill in”.
- 7.2 The Contractor’s unit tender prices shall be multiplied by the estimated off-take quantity set out in Annex 2 to this Invitation. These resulting totals will be further added together to form the total tender price to be evaluated. The same prices will be included by the Contracting Authority in Article V (1) and (4) of the Draft Contract as part of the finalisation of the contract prior to its conclusion with the selected supplier. As stated in the Annex No. 2, the Annex No. 7 of the Draft Contract “List of spare parts and consumables” shall be created automatically as indicated.
- (hereinafter referred to as the “**tender price**”).
- 7.3 The Contracting Authority states that the estimated quantities given in Annex 2 to this Invitation are not binding on either the Contracting Authority or the Contractor and are for the purpose of evaluating tenders only.
- 7.4 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.
- 7.5 The Contracting Authority requests that the participants would state their tender prices with accuracy of two decimal places.
- 7.6 The participant is not entitled to make the offered tender price conditional to an additional condition.
- 7.7 The tender price, or any portion thereof, indicated in the tender as provided for under the present Invitation, shall be a positive number. The Contracting Authority does not permit a zero price.
- 7.8 The Contractor is responsible for the correctness of a prospective VAT rate and size determination during the performance of the Public Contract, as well as any other **fees and taxes, in accordance with regulations in force.**

8. QUALIFICATION REQUIREMENTS

8.1 Basic Capacity

The Contractor shall submit in its tender the “**Affidavit on compliance with qualification**”. The sample of affidavit stated in Annex No. 3a hereof. This affidavit must not be older than **3 months on the day of submission of the tender.**

8.2 Professional Qualification

The Contractor shall submit in its tender **a plain copy of an excerpt from the Commercial Register**, if registration in such records is required by a different legal regulation.

- 8.3** If a participant submits an extract from the list of qualified suppliers in its tender, this extract shall replace the documents proving qualification according to Art. 8.1 and 8.2 hereof. The extract from the list of qualified suppliers must not be older than 3 months at the date of submission of the tender.

8.4 Technical Qualification

8.4.1 Significant Supplies

The Contractor shall submit **a list of significant supplies** completed by the Contractor **during the last 3 years** before the commencement of the selection procedure, including periods of performance of the supplies and the client's identification data, whereas the minimal level to fulfil this criterion are the following requirements:

- At least **2 supplies** whose subject matter is like the subject matter of this public contract, that means a delivery of a small personalization machine (same or higher series of machine). The financial value of each of these significant supplies was at least **60.000 EUR excl. VAT.**

For the avoidance of doubt, the Contracting Authority hereby states that each significant supply must be delivered to a different customer.

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

- name of the supplier who provided the performance,
- name of the client the contract was performed for,
- period of performance,
- scope of performance (subject),
- 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 shall use the Annex No. 3a hereof – **"Affidavit on compliance with qualification"** to submit the list of significant supplies for proving fulfilment of the technical qualification.

8.4.2 Qualification samples

The Contracting Authority requires that the Contractor shall submit samples of the products that have been produced on the Device offered by the Contractor.

(Samples required to be submitted according to the 8.4.2 hereof hereinafter referred to as the **"Qualification Samples"**)

Detailed information for testing of Qualification Samples is in the Annex No. 3b hereof "Requirements for qualification samples".

9. EXPLANATION AND ALTERATION OF TENDER CONDITIONS

- 9.1** The Contractor is entitled to request an explanation of the tender conditions from the Contracting Authority. The written request must be delivered to the Contracting Authority no later than 4 working days before the time limit for submission of tenders, via the data box of the Contracting Authority, electronically by e-mail to: rehackova.monika@stc.cz or via electronic instrument E-ZAK - https://mfc.ezak.cz/profile_display_53.html:
- 9.2** The Contracting Authority shall publish the written explanation of the tender conditions including the accurate wording of the inquiry without the inquiring Contractor's identification within 2 working days from receipt of the Contractor's inquiry, at the Contracting Authority's profile / electronic instrument E-ZAK. If the Contractor does not send a request for an explanation of the tender conditions in time, the Contracting Authority is not obliged to provide an explanation of the tender conditions.
- 9.3** The Contracting Authority may also provide written clarification of this Invitation to the participants without a prior request.
- 9.4** The Contracting Authority may change the tender conditions before time limit for submissions of tender and at the same time shall extend adequately the time limit for the submissions of tender.
- 9.5** 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://mfc.ezak.cz/profile_display_53.html.
- 9.6** The Contracting Authority hereby emphasizes 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 contract 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.
- 9.7** The Contracting Authority further emphasizes 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.
- 9.8** The Contracting Authority hereby invites the Contractor to send any prospective reservations to the Draft Contract or any other tender conditions via the procedure stated in this Article, i.e., in writing before the deadline for tender submission stated in Art. 13.1 hereof. That would provide the Contracting Authority possibility to assess the reservation and chose the corresponding course of action (to refuse the suggestion or partially or completely accept it and perhaps extend adequately the time limit for the submissions of tender if needed).

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.

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

Nr.	Name of the Evaluation criteria	Weight in %
1	Total tender price (EUR excl. VAT) – according to total tender price in the Annex No. 2 hereof	100 %

10.2 Method of determining the tender price

The total tender price will be set on the basis of prices for unit items, which the participant fills in the Annex No. 2 hereof.

10.3 Method of evaluation

The tenders will be ranked according to the total tender price in EUR excl. VAT. The tender with the lowest total tender price will be evaluated as the most economically advantageous.

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 selection 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. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

11.1 Description of technical solution, technical documentation

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, waste, service place and connection requirements, suction if relevant). The Contractor can also submit catalogue sheets, if available.
2.	Detailed technical drawing of the offered Device	The technical drawing shall contain min. data offered Device: dimensions, weight, place for operating, connection points and their parameters, , side view, environmental requirements (temperature, humidity, etc.)
3.	User manual	The Contractor shall submit a user manual for the offered Device. If the user manual for this particular Device is not available, the Contractor may replace it with the user manual or with other documents of a similar device that has basically the same user manual, i.e. the device that is supplied as standard. The required user manual may be submitted in the Czech, English or German language.

Document “Type 1” submitted in accordance with this section hereof shall create a part of Annex No. 1a of the Draft Contract.

Document “Type 2” submitted in accordance with this section hereof shall create Annex No. 1b of the Draft Contract.

11.2 Business conditions and terms of payment

The payment and business terms and conditions are specified in the binding Draft Contract, which is Annex No. 1 hereof. The Draft Contract is binding upon the participant. The participant is only allowed to complete the Draft Contract with information marked as incomplete [•].

11.3 Reliability of domestic VAT payers

11.3.1 The Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable taxpayer pursuant to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended.

Proof of compliance with this requirement will be in accordance with Section 39(5) of the Act. provided by the Contracting Authority namely by creating an export or print screen of an extract from the register of VAT payers from the database published by the tax administrator in a way that allows remote access. The account number, filled in by the Contractor in the Draft Contract, in accordance with the requirement stated in Art. 11.1 of this Invitation, must be the same as the account number stated in the register of VAT payers.

- 11.3.2** 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. 11.3.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

11.4 Bank Confirmation on the Bank Account

The selected Contractor, who is not a domestic VAT payer (in the Czech Republic), 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.

11.5 List of 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 No. 4 hereof). In case the Contractor replaces a subcontractor originally specified in the tender during the performance of the contract, the replacement shall be subject to approval by the Contracting Authority.

If the participant does not want to subcontract any part of the public contract project, they are liable to submit an affidavit stating this as part of their tender (Annex No. 4 hereof).

11.6 Conflict of Interests

A corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests, as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, cannot participate in this selection procedure as a Contractor or a Subcontractor by whom a Contractor proves its qualification.

The Contractor is obliged to submit an affidavit of this fact as part of his tender (Annex No. 5 of this Invitation).

11.7 Sanctions in connection with Russian aggression on the territory of Ukraine

Especially in connection with:

- Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's action destabilising the situation in Ukraine, pursuant to Council Regulation (EU) No. 2022/576 of 8 April 2022;
- and Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended, Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus, as amended, including the current annexes of all these regulations;

the Contractor is obliged to submit an affidavit of this fact as part of his tender (Annex No. 6 of this Invitation).

12. TENDER SUBMISSION CONDITIONS

12.1 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, the Contracting Authority may ask the Supplier to submit simple 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.

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

12.3 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 authorized 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 authorized 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.**

12.4 Insurance Contract

Before signing the contract, the selected Contractor is required to submit a plain copy of insurance contracts with the subject of third-party damage liability insurance of the Contractor, in accordance with Art. XII (1) of the Draft Contract (Annex No. 1 hereof). 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. The Contractor is entitled to submit the document already within its tender.

12.5 The Contracting Authority restricts participation in the tender procedure of such Contractors that have not a registered office in:

- a) a Member State of the European Union, European Economic Area or the Swiss

Confederation (hereinafter the “Member State”) or

- b) another state with which the Czech Republic or European Union has concluded an international agreement on the basis of which access of economic operators from such states to the Public Contract being awarded is guaranteed.

13. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

13.1 The deadline for the tender submission shall end on **20.02.2024, 09:00 AM.**

13.2 The Contractor shall prepare the tender **in electronic form in a manner described below.**

13.3 **Submitting tenders in electronic form:**

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfcz.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”).**
- **Registration to the electronic instrument:**
 - **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 here, 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 be 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/faq/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>.
- the contracting authority states that it **is not required to sign the tender electronically**.

13.4 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, s. p., Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, 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 **“Supply and service of the small personalization machine / Dodávka a servis malého personalizačního stroje – TENDER - DO NOT OPEN”**. The Contractor's identification must be specified on the envelope/box.

13.5 The Contracting Authority recommends using the following order:

- Binding Draft Contract including Annexes (Annex 1 to this Invitation)
- Tender prices – “Evaluation Model” (Annex 2 to this Invitation)
- Affidavit on compliance with qualification (Annex 3a to this Invitation)
- List of sub-contractors (Annex 4 to this Invitation)
- Affidavit on conflict of interests according to Annex 5 to this Invitation
- Affidavit on applied sanctions against Russia according to Annex 6 to this Invitation

13.6 The participant is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the Invitation 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.

14. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event. The opening of tenders will take place immediately after the time limit for submission of tenders.

15. RIGHTS OF THE CONTRACTING AUTHORITY

- 15.1** The Contracting Authority reserves the right to evaluate the submitted tender first. The assessment of the conditions of participation will take place only for the supplier selected on the basis of the evaluation criteria according to this Invitation.
- 15.2** In accordance with the principle of transparency and others, the tender may not be changed after the time limit for submission of tenders, in particular in terms of the data relevant to the evaluation. 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.
- 15.3** The Contracting Authority reserves the right to exclude supplier, if the tender does not contain all the required conditions and documents, or the tender does not comply with the required subject of the public contract in terms of content.
- 15.4** The Contracting Authority reserves the right, in case of exclusion of the selected supplier, to invite another supplier to conclude the Contract, in the order resulting from the result of the original evaluation of the tenders.
- 15.5** The Contracting Authority is entitled to cancel this public contract, even without giving a reason, but no later than the conclusion of the Contract. The Contracting Authority shall inform all suppliers who have submitted a tender within the time limit for submission of tenders about the cancellation of the public contract within 3 working days.
- 15.6** In case of cancellation of the public contract during the period for submission of tenders, the Contracting Authority send a notice of the cancellation of the public contract in the same way as this public contract was initiated.
- 15.7** The Contracting Authority shall not reimburse the participants for any costs incurred in connection with their participation in the tender.
- 15.8** The Contracting Authority shall notify its decision on the selection of the supplier to all suppliers who have submitted a tender, while reserves the right to publish at the same time data from the suppliers' tenders relevant to the evaluation to ensure the transparency of the duration of the public contract (specially for tender prices).

16. ANNEXES

- Annex 1 – Draft Contract
- Annex 2 – Evaluation Model
- Annex 3a - Affidavit on compliance with qualification
- Annex 3b – Requirements for qualification samples
- Annex 4 – List of subcontractors
- Annex 5 – Affidavit on Conflict of Interests
- Annex 6 – Affidavit on Applied Sanctions

Prague, dated *as per the electronic signature*

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Tomáš Hebelka, MSc
Chief Executive Officer
on behalf of the Contracting Authority
Státní tiskárna cenin, s. p.

CONTRACT FOR SUPPLY AND SERVICE OF LASER ENGRAVING PERSONALIZATION MACHINE FOR ID CARDS

registered by the Client under No. 002/OS/2024
registered by the Contractor under No. [the Participant may add its internal number of
contract or not add any]

(hereinafter referred to as "Contract")

made pursuant to Section 27 and Section 31 et seq. of the Act No. 134/2016 Sb., on
public procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 2079 et seq. and Section 2586 et seq. of Act No. 89/2012 Sb., the
Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between:

Státní tiskárna cenin, s. p.

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

Business ID: 00001279
Tax Identification No.: CZ00001279
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT: BACX CZPP

(hereinafter referred to as the "Client" or "Contracting Authority")

and

[the Participant to add its business name and further identification details]

with its registered office at []
entered in the Commercial Register administered by []
Business ID: []
Tax Identification No.: []
Represented by: []
Bank details: []
Account number: []
IBAN: []
SWIFT: []

(hereinafter the "Contractor")

(the "Client" and the "Contractor" hereinafter collectively referred to as the "Parties" or
"Contracting Parties")

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Client: **Tomáš Hebelka, MSc**, Chief Executive Officer
On behalf of the Contractor: **[the Participant to add the authorised person's full name and the name of this person's position]**

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Client: **Ondřej Hyršl**, Production Director
e-mail: Hyrsl.Ondrej@stc.cz, tel.: +420 236 031 383

Fikar Petr, Head of the Investment Development Department
e-mail: Fikar.Petr@stc.cz, tel.: +420 236 031 466

Robin Přivora, Purchasing and Logistics Department
e-mail: Privora.robin@stc.cz, tel.: +420 236 031 484

On behalf of the Contractor: **[the Participant to add the authorised person's full name and the name of this person's position]**
e-mail: **[•]**, tel.: **[•]**

I. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of a small-scale selection procedure titled "**Supply and service of the laser engraving personalization machine for ID cards**" (hereinafter referred to as the "**selection procedure**") with the Contractor meeting all tender conditions whose tender was selected as economically the most advantageous in the given selection procedure. The basis for this Contract is also the Contractor's tender for the selection procedure submitted on **[the Contracting Authority shall complete with the Participant's tender submission date]**, 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 selection procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the selection documentation to the selection procedure (hereinafter referred to as the "**Tender Documentation**").
3. The performance provided by the Contractor in accordance with this Contract cannot exceed maximum financial limit of 80 000 EUR for the entire duration of this Contract. If the Contractor is an entity liable for VAT registered in the Czech Republic, the amount according to the previous sentence means the amount excluding VAT.

II. SUBJECT OF THIS CONTRACT

1. The Contractor undertakes to supply the Client with **1 (one) piece of Laser engraving personalization machine for ID cards suitable for a polycarbonate material and for a PVC material**, including all other related accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract according to paragraph 2 and 3 of this Article and in accordance with the Technical parameters stated below in this paragraph and in accordance with the Tender and Detailed technical

description and detailed technical drawings of the offered Device listed in **Annex No. 1 (1.a and 1.b)**, which is an integral part hereof, and within the terms stated in the Time Schedule attached to this Contract as **Annex No. 3**.

(hereafter referred to as the "**Device**", unless otherwise stated by individual provisions of this Contract)

The Device meets the following technical parameters:

- a) the personalization of cards must be automatically of both sides;
 - b) the operation system of machine must be variable for creating different kind of contract;
 - c) laser engraving personalization system must be able to make these security features: CLI, micro-text and tactile effect;
 - d) laser type minimum 8W; resolution min. 600DPI;
 - e) the system must be suitable for the ID1 cards produced by the ISO 7810 (max. thickness of cards 0,84mm);
 - f) requirement for a four hour the maximum duration of creating a new template for personalization in the SW of the Device;
 - g) minimum hourly output: 100 cards with double-sided personalization.
2. The supplement of the Device according to paragraph 1 includes:
- a) transportation of the Device including liability insurance which provides cover for damage to the Device, with a compensation limit as determined in Article XII paragraph 1 hereof, DAP Praha (Incoterms® 2020),
 - b) installation and commissioning of the Device, including 30 calendar days of its test run,
 - c) training of specified Client's employees in the Device operation and maintenance for at least 2 persons (hereinafter referred to as the "operator training"), conducted at the Client's Production Plant I for a minimum of 3 working days (8 hours per day, 60 minutes per hour),
 - d) handover of certificates and documents relating to the use of the Device, as specified in **Annex No. 2** which is an integral part of this Contract (in particular, operating and maintenance instructions, technical documentation in the Czech language).
- Detailed specification of the Device is stated in Technical specification which is Annex No. 1 to this Contract, especially in its part called Detailed technical description of the offered Device (1.a) and detailed technical drawings of the offered Device (1.b).
3. The subject of this Contract also includes the handover of a list of all installed computers, including the basic parameters, and software, which is part of the delivery hereunder, including identification numbers and software license numbers. The above list must contain a specific information whether the OEM (Original Equipment Manufacturer) version is used or not. If this SW identification is missing, it is understood that this is not an OEM version.
 4. The Contractor also undertakes to provide **preventive inspections and maintenance and out-of-warranty maintenance of the Device** (defined in the Paragraph 1 hereof) according to the conditions and terms stated in the **Article X hereof**.
 5. In accordance with Article X paragraph 14 hereof on the **reserved change of obligation, the Client has the right to extend the period of servicing of the Device, specifically**

the period of providing of a preventive inspections and maintenance and out-of-warranty maintenance of the Device. For the avoidance of doubt, the Contracting Parties state that the Client is entitled to extend the service period of the Device by up to 5 years under the reserved change of obligation: or not to extend it. Details of the reserved change of obligation are set out in Article X paragraph 14 hereof.

6. The Contractor states and affirms that:
 - a) the Contractor is aware that the Client shall use the Device specified in paragraph 1 of this Article for personalization of an ID cards from polycarbonate material or from a PVC material with a special overlay (LPO), in 2 shift operation (Device can enable 3-shift operation), and Device will be fully functional for this purpose;
 - b) during the performance of this Contract, the Contractor shall observe legal regulations applicable to the Client, regarding occupational safety and health, fire protection and environmental protection, including ecological disposal of waste, provided that the Contractor's technicians are familiarized with these regulations by the Client;
 - c) acknowledges that the Client is going to procure its own material for its tests of the Device as part of SAT tests. If tests need to be performed on the Device in the production and actual test phases, the Contractor will procure its own material. After conclusion of this Contract the Client shall provide to the Contractor the information about a typical composition and material of the card;
 - d) the lifespan of the Laser of the Device will be at least **[the Participant to add lifespan of offered Laser when the value must be 10,000 or more hours]**.
7. The subject of this Contract also includes Contractor's obligation to grant to the Client unlimited, non-exclusive and for the next possible sale of Device a transferable right to use (licence) computer software in the device within the scope of use of the Device to the contracted purpose. The Client is granted a non-exclusive and non-assignable right to use all supplied software products provided that the Contractor's copyrights are respected. However, the Client may neither interfere with, nor modify the functions of the computer programmes in any way.
8. The Client 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 Client's production plant at the address: **Production Plant I – Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic** (hereinafter "**Client's Production Plant I**"), unless the nature of the individual actions necessary for the fulfilment of this Contract indicates otherwise.

IV. DELIVERY TERMS

1. The **Time Schedule** for the performance of the subject of this Contract is set out in **Annex No. 3** to this Contract.
2. Before delivery of the Device, the Contractor must inform the Client by e-mail to the address podatelna@stc.cz, that the Device is eligible and functional for acceptance by the Client and that the Device has been tested and basic parameters required by the Client, which are a setting up a new order, a production of a test batch of PCs with CLI and PVC cards, a fulfillment of the required technical parameters of the Device, were successfully met.

3. After the Contractor's proclamation in accordance with previous paragraph of this Article the Contractor shall **supply the Device to Client's Production Plant I**, within the term according to point in Annex No. 3 to this Contract. The Delivery Note will be signed by the Contracting Parties on the delivery of the Device.
4. After delivery of the Device (i.e. after signing the Delivery Note), the Contractor shall ensure installation, commissioning and site acceptance tests (SAT), including the operator training and handover the certificates and technical documents in the Czech language relating to the use of the Device according to the **Annex No. 2** to this Contract, within the term specified in the Annex No. 3 to this Contract. **Protocol No. 1** shall be signed by the Contracting parties according to Article VIII paragraph 4 hereof.
5. Next day after commissioning of the Device and completing the site acceptance tests (SAT) according to the parameters specified in Article VIII hereof, confirmed by signing Protocol No. 1, a test run will begin ranging 30 calendar days. For avoidance of any doubt the Client states, that the presence of the Contractor's technician during the test run is not necessary.

V. PRICE

1. The price of the subject matter of this Contract has been determined in accordance with the Contractor's Tender submitted under the selection procedure organised by the Client as the contracting authority.

The **price for one (1) piece of Device** is set below in this paragraph.

subject of the Contract according to:	amount:
Art. II para. 1 and 2 point a), b) and d)	[the Contracting authority shall complete the price with number from the Participant's Tender] EUR
Art. II (2) point c) (operators training)	[the Contracting authority shall complete the price with number from the Participant's Tender] EUR
Total price	[the Contracting authority shall complete the price with number from the Participant's Tender] EUR

If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.

2. The prices set in paragraph 1 and 5 of this Article are maximal and final and include all

costs of the Contractor for all associated costs and charges related to the production, delivery of the Device and the discharge of the Contractor's obligations under INCOTERMS 2020 DAP Praha (defined delivery terms, i.e. mainly including packaging in non- returnable pallets, transport and delivery of the Goods to the Client, insurance of the Goods, costs associated with obtaining the documents, etc.).

3. **The price** of the subject matter referred to in paragraph 1 of this Article **does not include**:

- test material for performance of the subject matter of this Contract within the meaning of Article II paragraph 6 point c) hereof, i.e. for verification of the quality and functionality of the Device (acceptance tests SAT), which will be provided and supplied by the Client at its expense; The Client will provide this test material to the Contractor only for the needs of SAT tests. For the other purposes, the Contractor is obliged to provide the test material itself and at its own expenses;

4. The **prices carrying out a preventive inspections and maintenance or for providing out-of-warranty maintenance** of the Device as defined in the scope specified in Art. X hereof as follows:

a) unit price for 1 hour for carrying out a preventive inspections and maintenance during the Contractor's working hours (on working days from 8:00 to 18:00) amounting to:

- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (specialist engineer, instructor, service technician),
- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (SW specialist),

b) unit price for 1 hour of out-of-warranty maintenance of the Device during the Contractor's working hours (on working days from 8:00 to 18:00) amounting to:

- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (specialist engineer, instructor, service technician),
- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (SW specialist),

c) lump-sum price amounting to EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] covering all costs incurred by the Contractor's technician (costs of travelling to the Client's Site and back, accommodation, travel expenses, time on the road, etc.) when conducting unscheduled servicing on the Device.

The price for carrying out a preventive inspections and maintenance and the out-of-warranty maintenance of the Device is set as the product of the actually provided services and the hour unit price according to this Paragraph.

5. The prices of the delivered spare parts or consumables that were included in the life cycle costs of the Device in the Tender will be governed by the prices listed in List of spare parts and consumables in **Annex No. 7**, which forms an integral part hereof. These prices can be increased by inflation rate analogously as the unit prices for carrying out a preventive inspections and maintenance and unit prices for the out-of-warranty maintenance according to Article X paragraph 14.4 hereof. The prices of the delivered spare parts or consumables that are not included in Annex No. 7 shall always be governed by the current and valid Contractor's price offer for a particular spare part or consumables requested.

6. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.

[Before concluding the contract, the VAT provision in Art. V hereof may be modified by the Contracting Authority regarding whether or not a selected supplier, i.e. the Contractor is registered for VAT in the Czech Republic]

VI. PAYMENT TERMS

1. The price for one piece of the Device according to Article V paragraph 1 hereof shall be paid by the Client to the Contractor in EUR by bank transfer as follows:

a) advance payment **in amount of 30 % of the total price for one piece of the Device referred to in Article V Paragraph 1 hereof**, i.e. in amount **[the Contracting Authority shall add 30 % of the total price of the one piece of the Device stated in Art. V para. 1 hereof]** EUR excl. VAT after taking effect of the Contract. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue a proforma invoice for payment under para. 1 point a) is given to the Contractor on the next working day following the effectiveness of this Contract. The Contractor shall issue and send to the Client a proforma invoice within 1 week of the effectiveness of this Contract (due date is 14 days after issuance of the proforma invoice).

b) payment **in amount of 50 % of the total price for one piece of the Device referred to in Art. V Paragraph 1 hereof**, i.e. in amount **[the Contracting Authority shall add 50 % of the total price for one piece of the Device stated in Art. V para. 1 hereof]** EUR excl. VAT after the signing of the Protocol No. 1 against submitting a final invoice (tax document) for the total amount for the one piece of the Device. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue this final invoice (the tax document) is given to the Contractor the following working day after the signing of the Protocol No. 1 (the date of taxable chargeable event is the date of signing of this Protocol No. 1). The Contractor shall issue and send to the Client 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 the signed 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 for one piece of the Device referred to in Article V Paragraph 1 hereof**, i.e. in amount **[the Contracting Authority shall add 20 % of the total price for one piece of the Device stated in Art. V para. 1 hereof]** EUR excl. VAT after completion of the test run period and commencement of the warranty period, i.e. after the signing of Protocol No. 2. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence. An annex 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 Contractor always becomes entitled to invoice the **price for carrying out a preventive inspections and maintenance according to Article V paragraph 4** hereof on the working day that follows the handover of the performance to the Client, or finishing the Contractor's activities provided as part of servicing. The invoices (tax documents) for the price for these activities shall always be issued on the basis of the approved Maintenance form and shall include a breakdown of the working time spent in the scope of activities referred to in Article X paragraph 3 hereof. Copies of these documents shall be attached to the invoice (tax document). Properly issued invoices (tax documents) shall be due within 30 days from the date of issue.
3. The Contractor always becomes entitled to invoice the **price for the out-of-warranty maintenance according to Article V paragraph 4** hereof on the working day that follows the handover of the performance to the Client, or finishing the Contractor's activities provided as part of servicing. The invoices (tax documents) for the price for the out-of-warranty maintenance shall always be issued on the basis of the approved Maintenance forms. The invoices (tax documents) for the deliveries of spare parts and/or consumables carried out according to Article X paragraph 9 hereof shall be issued on the basis of the delivery note, confirmed by the Client. Copies of these documents shall be attached to the invoice (tax document). Properly issued invoices (tax documents) for out-of-warranty maintenance shall be due within 30 days from the date of issue.
4. The Contractor is required to deliver the proforma invoice/invoice (tax document) to the Client'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.
5. 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.
6. 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 Client may return such a proforma invoice/invoice (tax document) to the Contractor for a revision. If the above is the case, the Client 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 Client.
7. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
8. If the Contractor 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 9 to 12 of this Article).
9. The Contractor declares that in the moment of conclusion of the Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Sb., on bankruptcy and settlement (Insolvency Act). The Contractor also declares that in the moment of conclusion of the Contract there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of

the Value Added Tax Act No. 235/2004 Sb., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Contract, the Contractor's statements referred to in this paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Contract.

10. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.
11. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.
12. By payment of the VAT into the account of the tax authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

[Before concluding the Contract, the payment conditions in Article VI hereof, especially the VAT provision, may be modified by the Contracting Authority regarding whether or not a selected supplier, i.e. the Contractor is registered for VAT in the Czech Republic]

VII. SHIPPING CONDITIONS

1. The transport of the Device to the Client's site stated in Article III hereof shall be provided by the Contractor under the terms of DAP Prague Incoterms® 2020 and shall be by road haulage truck and the Contractor shall notify the Client in writing about the date of dispatch of the Device from the Contractor's manufacturing plant. At the same time, the Contractor shall give the Client the licence plate number of the give vehicle as well as the names and surnames of the crew, at the latest 3 working days before delivery of the Device to the Client.
2. The shipment of the Device must be complete and must comply with deadline requirements specified Time schedule which is the Annex No. 3 to this Contract. Partial deliveries are not permitted.
3. The Device must be shipped in a packaging unit sufficiently protecting the Device from damages, destruction or theft during the shipping. The parts, whose size does not exceed the **size of the transport lift with an official load capacity of 2800 kg (could be**

increased) and dimensions: width 1300 mm, height 2100 mm and length/depth 2850 mm, 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 packaging of the Device or the Device alone must also allow to move the Device in other position (e.g. laying on side or back) in necessary cases. The Seller is obliged to prepare a separate delivery note for each pallet dispatched with specification of its dimensions and weight.

VIII. COMMISSIONING AND TEST RUN OF THE DEVICE

1. The Contractor shall hand over the Device to the Client completely installed and fully functional, including the related certificates and documents relating to the use of the Device specified in Annex No. 2 to this Contract. A partial handover or arrears preventing the normal use of the Device are not acceptable.
2. For the Contractor's technician who installs and starts up the delivered Device at the Client's Production Plant I, the Client shall ensure a lockable room/cabinet where the technician may store his necessary equipment and tools for performance of the subject hereof.
3. After the Device is installed and commissioned at the Client's Production Plant I, the site acceptance tests (SAT) shall be performed at the Client's Production Plant I within the term according to Annex No. 3 to this Contract,) whose purpose is to obtain test samples, which will be evaluated by the Client next working day of their receipt and which shall be approved by report on the successful acceptance tests result. Basic parameters of the acceptance test required by the Client are: a setting up a new order, a production of a test batch of PCs with CLI and PVC cards, a verification of the required technical parameters of the Device.
4. After installing and commissioning the Device, the operator training, hand over of the documents and successful passing the site acceptance tests (SAT) at the Client's Production Plant I, **Protocol No. 1** shall be signed, whose template is attached as **Annex No. 4**, which is an integral part hereof. If the Contractor has his own template of the report of the site acceptance test results, it may be attached to the Client's report of the acceptance test as an annex. By signing Protocol No.1 the Client confirms the Device commissioning, operator training and handover of certificates and technical documents (Annex No. 2) and commencing of a test run of 30 calendar days. Protocol No. 1 shall be issued by the Client in two copies, which shall be signed by both Contracting Parties' representatives authorised to negotiate in factual and technical matters, and each Party shall receive 1 copy. The Protocol No. 1 may be signed also by the technician of the Contractor, who is present during the site acceptance tests (SAT). If any Device defects are identified which do not prevent the normal use of the Device, they shall be described in Protocol No. 1, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree any period for elimination of the defects, then it applies that the defects must be eliminated within 2 weeks from the date of Protocol No. 1 issuance.
5. Any defects or arrears preventing or hampering the Device use in a normal way shall be a reason for not accepting the Device. A report of the Device non-acceptance shall contain a list of defects and arrears, including periods for elimination thereof. If both Contracting Parties do not agree any period for elimination of the defects and arrears, then it applies that the defects and arrears must be eliminated within 2 weeks from the date of issuance of the report of the Device non-acceptance.
6. After finishing the 30-day test run successfully, **Protocol No. 2** shall be drawn up, whose template is attached as **Annex No. 5**, which is an integral part hereof. Protocol No. 2 shall be issued by the Client in two copies, which shall be signed by both Contracting Parties'

representatives authorised to negotiate in factual and technical matters, and each party shall receive 1 copy. If any Device defects are identified which do not prevent the normal use of the Device, they shall be described in Protocol No. 2, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree any period for elimination of the defects, then it applies that the defects must be eliminated within 15 days from the date of Protocol No. 2 issuance. Upon signing Protocol No. 2, the warranty period specified in Article IX Paragraph 2 hereof shall commence.

7. The Device must be installed so that its operation would comply with the applicable technical and safety standards in the EU countries, including, but not limited to, the following Czech standards:
 - a) electrical systems of the Device comply with EU Machinery and Engineering Directive 2006/42/EC - CE conformity, IEC 61140, HD 60364-1:2008, Low-voltage electrical installations,
 - b) labels with handling instructions for the Device operation shall be either in the Czech language or fitted with international symbols. Control and operational software including all displays must support the Czech language,
 - c) The Client shall ensure the initial inspection of the electric connection for installed Device, at its expense.
8. The Contractor states that the Device is not and shall not be encumbered with third-party rights as of the date that is it taken over by the Client.

IX. WARRANTY

1. The Contractor shall deliver the subject of the Contract in the quantity, quality and make as determined hereby. The Contractor is responsible for Device correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought by the Client, 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 is **12 months from the date of signing Protocol No. 2 for the Device quality and period of [the Participant to add number of hours of lifespan of the offered Laser] hours of usage from the date of signing Protocol No. 2 for Laser.**
3. The warranty does not cover defects occurring as a result of a natural disaster, mechanical damage by the Client 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 Contractor 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 Contractor.
4. The warranty service of the Device shall be provided by the Contractor from the Contractor's registered office or its local authorised representative. Minor repairs during the warranty period may be performed by the Client's maintenance workers who were trained by the Contractor.
5. The Client 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. In the event that the Laser has a defect during the specified warranty period, or lifespan of the laser will be shorter than that is specified in Article II paragraph 6 point d) hereof, the Contractor is obliged to deliver and install a new Laser with the same lifespan. Defects may be reported to the Contractor in

any form, including by phone (tel. **[the Participant to add its phone number]**), in this case, however, the reported defect must be subsequently confirmed in writing, i.e. by email to the following address: **[the Participant to add its e-mail address]**. Notice of the defect is received by the Contractor during his working hours 8:00 a.m. to 4:00 p.m.

6. The Client must describe the reported defects, specify how they manifest, and provide the necessary documents as well (for example photographs of the defective parts or products). A template form for reporting defects, the Maintenance form, is attached as **Annex No. 6**, which is an integral part hereof (hereinafter "Maintenance form").
7. The Contractor undertakes to respond to the Client 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 **48 hours** from delivery of the notice, and to **repair the identified defects or replace the defective part** within **60 hours** after the arrival of the Contractor's technician at the Client's Production Plant I, at Contractor's expense. The Contractor undertakes, when performing the warranty service, to dispatch spare parts from its warehouse within 24 hours from receiving the Client's requirement for their supply. The Contractor guarantees to the Client that all spare parts which will use for removing defects shall be original and new. In the event that the notification of the defect is not delivered within the Contractor's working hours specified in the Paragraph 5 of this Article, these periods begin to run from the next working day provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. If, in exceptional circumstances, the above time limits prove insufficient, both Contracting Parties shall specify an adequate additional grace period in writing. The above time periods do not include Sundays and Saturdays and public holidays observed in the Contractor's country, respectively in the country of residence of a local representative if that representative performs the repair.
8. 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 Client or third parties, the Contractor 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 Client.
9. Upon request of the Contractor's technician, the Client undertakes to ensure that the Client's employees shall render the Contractor reasonable assistance and available machinery/tools.
10. The warranty period shall be extended by the period during which defects prevented the Client from using the Device for the purpose for which the Device was ordered.
11. Should any reported defects not be eliminated by the Contractor in compliance with the provisions of paragraph 8 or paragraph 9 of this Article, the Client is entitled to eliminate the defects or have them eliminated, in both cases at Contractor's expense.
12. The warranty period for any parts repaired or replaced by the Contractor during the warranty period shall apply till the end of the Device warranty period, or for 12 months from the repair or replacement carried out, depending on whichever occurs later.
13. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Contractor, may be carried out by the Client. 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 Contractor.
14. 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 Client, incurred during the warranty period, shall be borne by the Contractor. The Contractor shall decide whether the original replaced parts should be sent back to the Contractor.

15. The Contractor undertakes to deliver spare parts or their suitable equivalents required for smooth operation of the Device to the Client for 10 years after expiry of the warranty period.
16. The Contracting Parties have agreed that carrying out the activities described in paragraphs 4, 11 or 13 of this Article shall not affect the quality warranty given by the Contractor under this Contract, even if the activities are carried out by a third party.

X. SERVICING OF THE DEVICE

1. The Contractor undertakes to provide preventive inspections and maintenance and out-of-warranty maintenance of the Device stated in this Article for the period of **3 years** from the date of signing Protocol No. 2.
2. The Contractor states that, for the proper operation of the Device, it recommends carrying out preventive inspections and maintenance of the Device in the frequency and extent of performance **[the Participant to add recommended number of preventive inspections and maintenance for the Device per year]** for **[the Participant to add expected time range (number of hours)]**. The Client is not obliged to carry out the recommended number of preventive inspections and maintenance of the Device.
3. The Contractor undertakes to carry out these activities in particular as part of preventive inspections and maintenance:
 - a) remove impurities that could affect operational safety of the Devices;
 - b) lubricate with oil and mechanically set moving parts of the Devices if necessary;
 - c) provide tools and measuring instruments necessary for service activities;
 - d) determine the worn parts for the timely exchange;
 - e) exchange the predetermined worn parts;
 - f) train employees of the Client regarding operating the Devices if such training is necessary and if it is possible to conduct this training during maintenance and if it is not excessively time-consuming;
 - g) provide necessary spare parts for the next maintenance;
 - h) implementation of security updates and patches to Operation system and software or update of Operation system of the Device,
4. Out-of-warranty maintenance of the Device consists of solving the Device defects not covered by the warranty for the Device within the meaning of Article IX hereof, and defects occurring after expiry of the warranty period within the meaning of Article IX hereof or defects covered by the preventive inspections and maintenance within the meaning of Article X paragraph 3, and the Contractor shall provide the out-of-warranty maintenance on the basis of individual Client's requirement for necessary repairs, adjustments and settings of the Device. The Contractor shall prepare price offer in respect of the spare parts to be replaced and submit it to the Client for an approval.
5. Each spare part replaced in the Device during out-of-warranty maintenance must be approved by the Client prior to its installation in the Device. The name and code of the replaced spare part shall be entered in the Maintenance form and confirmed by the Client's representative.
6. Requirements for preventive inspections and maintenance and requirements for out-of-warranty service must be in writing, in the form of a filled Maintenance form (hereinafter referred to as the "Requirement"). The Client shall send each requirement to the following e-mail address of the Contractor: **[the Participant to add its e-mail address]**. Any change of contact details for receiving these requirements must be provably notified to the Client

by the Contractor well in advance. The dates of every preventive inspection and maintenance of the Device shall be specified after mutual agreement of the Contracting Parties.

7. The Contractor shall always provide out-of-warranty maintenance of the Device after a defect is reported and out-of-warranty service is requested by the Client in accordance with previous paragraph. The Client must describe the reported defects, specify how they manifest, and provide the necessary documents as well (for example photographs of the defective parts or products).
8. If the Client makes Requirement during the working hours of the Contractor, i.e. 8:00 a.m. to 4:00 p.m., the Contractor shall communicate their response regarding the reported defect to the Client by return, no later than within 2 hours from receipt of such a notice, no later than the following working day, if the Requirement is not delivered within the Contractor's working hours.
9. The Contractor undertakes to ensure that their engineer shall arrive within 48 hours from delivery of a Requirement. **Any defects solved during out-of-warranty maintenance shall be eliminated by the Contractor's engineer within 72 hours from reporting the defect by repairing or replacing the defective part**, provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. The Contractor undertakes, when performing the out-of-warranty maintenance, to dispatch spare parts from its warehouse within 24 hours from receiving the Client's requirement for their supply. The Contractor guarantees to the Client that all spare parts which will use for removing defects shall be original and new. In exceptional cases where a longer period of time is required for a repair or the required spare part is not currently available with the Device manufacturer, the Contractor shall notify the Client of it without delay, and both Contracting Parties shall jointly set an alternative date of the repair.
10. The out-of-warranty maintenance of the Device shall be provided on working days, from 8:00 a.m. to 4:00 p.m.
11. If the Client requests delivery of necessary consumables for proper operation of the Device which are not provided within out-of-warranty maintenance of the Device, the Contractor shall supply the requested materials on the basis of Client's order, based on the Contractor quotation. The order shall at least contain the Client's identification data; description and specification of the consumables, including the quantity to be delivered; detailed delivery terms, in particular the term and place of delivery of the consumables; identification of the person who places the order who is entitled to act on behalf of the Client. Written orders shall be sent by the Client to the Contractor to the Contractor's email address **[the Participant to add its e-mail address]**. The Contractor shall confirm the order acceptance to the Client by return to the Client's email address from which the order was sent.
12. The Contractor shall deliver the consumables requested on the basis of an order as per the previous paragraph of this Article within 10 working days from delivery of the order to the Contractor. A delivery note shall be attached to each delivery, which shall be confirmed by both Contracting Parties upon handover and takeover of the consumables and shall be used as the goods handover protocol.
13. For each conducted preventive inspection and maintenance of the Device or out-of-warranty maintenance of the Device the Contractor shall produce/fill in the Maintenance form to be approved by the authorized person of the Client after execution of relevant activities including the specification of any spare parts needed for replacement. Contractor's technicians are obliged to record each and every activity carried out in the course of the preventive inspection or out-of-warranty maintenance to the book of maintenance and repairs of the device.

14. The Client, as the Contracting Authority, hereby reserves the following changes to the obligation under this Contract:

14.1. Reserved change of obligation: Extension of the period of servicing of the Device

If the Client requests before the end of the service provision period according to Article X Paragraph 1 hereof and if the conditions under point 14.2 of this paragraph are met, including the conclusion of the amendment:

- a) The Contractor undertakes to provide preventive inspections and maintenance and out-of-warranty maintenance of the Device under the same conditions according to Article XI hereof up to another 5 years from the end of the original service provision period according to Article X Paragraph 1 hereof;
- b) Upon application of the reserved change of obligation the Client's will determine the exact required length of extension of the servicing period of the Device and shall indicate it to the Contractor in the request according to point 14.2 of this paragraph.
- c) The duration of this Contract stated in the first sentence of Article XIV paragraph 2 hereof shall be prolonged for the requested extension period.

14.2. The Client shall notify to the Contractor Client's decision to exercise the reserved change of obligation under point 14.1 of this paragraph by written notice delivered to the Contractor 3 months before the end of the service provision period according to the Article X Paragraph 1 hereof. Thereafter, the Parties undertake to conclude an amendment to this Contract in respect of such reserved change of obligation, not later than 60 days from the date of delivery of the Client's notice to the Contractor. The subject matter of the amendment pursuant to the preceding sentence shall also include any price increase according to the inflation clause if the Contractor notifies such price increase in accordance with paragraph 14.4 of this paragraph.

14.3. For the avoidance of any doubt, the Contracting Parties state that the Client is entitled, but not obliged, to apply a reserved change of obligation according to point 14.1 of this paragraph. The Contractor is obliged to comply with this change if it is in accordance with the relevant legislation, in particular with Section 100 paragraph 1 of the PPA and the terms of this Contract.

14.4. Reserved change of obligation: Inflation clause

The Contractor is entitled to increase the prices the prices for providing preventive inspections and maintenance and/or out-of-warranty maintenance by the inflation rate, if the Client apply a reserved change of obligation according to point 14.1 of this paragraph and the conditions below will be adhered to:

- a) For the purposes of this Contract, the inflation rate means the average inflation rate calculated on the basis of the monthly Harmonised index of consumer prices (HICP) of European Union published by the Eurostat for country where the Contractor has registered office (hereinafter referred only as „Index“) and calculated as the averaged change in the Indexes for the 12 calendar months preceding the month in which the Contractor received Client's request according to point 14.2 of this paragraph. An increase of the prices by the inflation rate pursuant to this point 14.4 shall be reflected to this Contract in the form of an amendment to the Contract.
- b) The Contractor is entitled to deliver to the Client a notification of an increase of prices by the inflation rate no later than 15 days from the delivery of the Client's request according to point 14.2 of this Article and this Contractor's

notification shall contain details of the calculation of the inflation rate. If the Contractor does not apply its entitlement to increase prices by the inflation rate and does not deliver the notification of this to the Client in the term according to the previous sentence or if the notification does not contain details on the calculation of the inflation rate, the Client is not obliged to conclude the amendment to increase the price by the inflation rate.

- c) In the case that the country where the Contractor has registered office is not published in the HICP, the inflation rate according to previous point means the average inflation rate calculated on the basis of the monthly Harmonised index of consumer prices (HICP) of European Union published by the Eurostat for whole European Union (hereinafter referred only as „Index EU“) and calculated as the averaged change in the Indexes EU for the 12 calendar months preceding the month in which the Contractor received Client's request according to point 14.2 of this paragraph.

XI. SANCTIONS

1. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #4 of the Annex No. 3 to this Contract (Protocol No. 1 was not signed within term), the Contractor is obliged to pay a contractual penalty in the amount of 0.1 % of the total price (excluding VAT) of Device with the delivery of which the Contractor is in delay for each started day of delay, up to the maximum of 20% of the total price (excluding VAT) of such Device.
2. In the event of the Contractor is in delay with remedying defects pursuant to Article VIII paragraph 4 or 5 or 6 hereof the Contractor is obliged to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay, up to the maximum of 10% of the total price (excluding VAT) of such Device.
3. In the event that the Device does not meet the requirements of Article VIII Paragraph 7 hereof, even after the expiration of the term stated in the previous written Client's request for remedy, the Contractor is obliged to pay a contractual penalty in the amount of EUR 1 000 for each case of violation of these obligations, up to the maximum of 10% of the total price (excluding VAT) of such Device.
4. In the event that the of Contractor is in delay within any of the deadlines specified in Article IX Paragraph 7 hereof, the Contractor is obligated to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay and each defect, up to the maximum of 10% of the total price (excluding VAT) of such Device.
5. In the event that the of Contractor is in delay within any of the deadlines specified in Article X Paragraph 9 hereof, the Contractor is obligated to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay or part thereof, up to the maximum of 10% of the total price (excluding VAT) of such Device.
6. In the event of a breach of any of the obligations in Article XII Paragraph 12 or 13 of this Contract by the Contractor, or if the statement in Article XII Paragraph 11 of this Contract turns out to be false, the Client has the right to impose a contractual penalty in the amount of EUR 4 000 for each case of violation of these obligations.
7. In the case of violation of the obligations resulting from Article XIII hereof, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 6 000 for each discovered case of violation of these obligations.
8. In the event of the Client's delay in paying a duly issued tax document (invoice), the Client is obliged to pay default interest of the amount due in the amount according to

Government's regulation No. 351/2013 Sb., for each started day of delay.

9. For the purposes of an avoidance of any doubt, the Contracting Parties state that in the case of breach more Contractor's obligations simultaneously according to Paragraphs 1 to 7 of this Article, the Contractor is obligated to pay all such contractual penalties.
10. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Contractor. The default interest is due within 30 calendar days after the delivery of the bill for the default interest to the Buyer.
11. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.
12. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.

XII. SPECIAL PROVISIONS

1. For the entire period of validity and effectiveness of this Contract, the Contractor is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 350.000 at the request of the Client, the Contractor is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Client.
2. The Device installation and operators training will typically take place from 08:00 a.m. to 4:00 p.m. on working days and in special cases also outside the specified time, or on non-working days provided the Contracting Parties so agree in advance.
3. Due to the specific conditions of production in the Client's premises, the entry and movement of the Contractor's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Client's premises with the Client'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 Client may also restrict the Contractor's activities for a short time. The Contractor's staff must be demonstrably acquainted with the basic security rules of the Client (in the form of a document "Declaration / Advice") before entering the Client's premises. In the case of longer-term activities in the Client's premises, the Contractor's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Contractor, which the holders are obliged to visibly wear during the entire activity in the building. The Contractor personnel must endure the fact that work activities can be monitored by CCTV.
4. The Contractor undertakes to submit to the Client no later than 5 working days prior to the commencement of the activities according to this Contract, a list of persons performing the activities including the designation of an employee who is the contact person for Client's security personnel (hereinafter referred to as "**the Contractor's responsible employee**"). The Contractor shall include in the list of persons the name, surname and number of the identity card or passport. The Client shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Contractor is obliged to modify this list according to the Client's requirements. The Contractor is obliged to ensure an update of the Contractor's employee list.
5. The Client shall ensure for the proper execution of the Work by Contractor:
 - a) accessibility of all areas where the subject of this Contract will be performed;

- b) entry of the Contractor's employees and vehicles into the Client's premises to fulfil the subject of this Contract;
 - c) instructing the Contractor's employees to observe the protective and security measures in the Client's premises during their stay in the Client's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The Contractor is responsible for OHS and observance of fire protection regulations when performing the subject of this Contract. All employees of the Contractor and, where applicable, subcontractors 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 Client's expense;
6. The Contractor's employees are in particular
- a) authorized to enter only those premises in the Client's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of both Contracting Parties; the Contractor's employees are entitled to enter the safety regime zone of the Client'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 Client;
 - 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 Client's premises; In the event that the Contractor's employees do not prove their issued identification card, they will not be allowed into the Client's premises. After completion of activities, the Contractor is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Contractor 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 Client's security personnel.
7. The Client shall take the necessary measures to protect persons and objects at the place of performance of the subject of this Contract. The Contractor's responsible employee is obliged to report to the security staff of the Client 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 Contractor's employee, the Client may refuse to continue to participate in the performance of this Contract and refuse access to its premises.
8. The Contractor acknowledges that smoking is prohibited throughout the Client's Production Plant I, with the exception of the designated smoking areas.
9. If the Contractor delivers any kind of chemical substances and preparations together with the device, the Contractor is obligated to provide the Client beforehand, but no later than on the delivery date of the device, with the copies of the given safety data sheets in Czech language.
10. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
- a) the Contractor remains responsible for fulfilment the subject of this Contract as if he

performed it itself,

- b) was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the Tender Documentation and under the conditions specified in Art. 11.5 of the Tender Documentation,
- c) in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Contractor is obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change. The Contractor is entitled to change qualifying subcontractors only if the Contractor shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.
- d) the Contractor is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled partial contract. In the event that the Client learns in a credible and demonstrable manner that the Contractor has failed to fulfil its obligations according to the first sentence of this letter. d), and the Contractor, despite prior written notice from the Client, continues to fail to fulfil these obligations or does not seek remedial action, the Client has the right to withdraw from this Contract under the conditions specified in Article XIV of this Contract.

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

11. The Contractor declares, that the Contractor in the sense of:

- a) Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "**Regulation No. 269/2014**"), and
- b) Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "**Regulation No. 208/2014**"), and
- c) Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "**Regulation No. 765/2006**"),

is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.

12. The Contractor further declares that for purposes of performance of this Contract no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.

13. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Paragraph 11 or 12 this Article of the Contract, the

Contractor undertakes to immediately once the Contractor finds out about the change of circumstances, inform the Client of this fact in writing.

XIII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Contract and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Sb., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the 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 Party obtains a written approval from the other 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) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other 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 non-public information;

- 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 the non-public information;
- d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.

The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
10. 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 Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
11. The Contracting Parties are obliged to ensure the protection of information which one of the Contracting Parties designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties are obliged to secure information designated as a trade secret at least to the same extent as the non-public information defined in this Contract. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XVIII paragraph 9 hereof. If the Contractor considers any information stated in this Contract to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Client at the latest before the publishing the Contract in the Register of contracts.

XIV. DURATION OF THE CONTRACT

1. This Contract comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Contract is entered into for a definite period of time, namely for a period of 3 years from signature of the Protocol No. 2 pursuant Article VIII Paragraph 6 hereof. In the event that a reserved change of the obligation pursuant to Article X Paragraph 14 hereof is applied, the period of the Contract stated in previous sentence shall be prolonged for the requested extension period in accordance with Article X Paragraph 14 point 14.1 and 14.2 hereof.
3. This Contract shall terminate
 - a) with the lapse of the period of time stated in the paragraph 2 of this Article;
 - b) by written agreement of the Contracting Parties;
 - c) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party;
 - d) by written notice of termination by either Party;

- e) by reaching the maximum financial volume of services according to Article I, paragraph 3 of this Contract.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
- a) the Device was not commissioned into operation and handed over to the Client within 2 months after futile lapse of the given period due to reasons attributable to the Contractor or the device does not fulfil the declared technical parameters;
 - b) a failure to meet the Technical specification of the Device stated in the Article II Paragraph and Annex No. 1 (1.a or 1.b) to this Contract;
 - c) the Device is supplied with defects that are not removable or defects, the removal of which would bring about excessive costs, or an unusual time required for their removal would be disproportionate to the Client's needs;
 - d) Contractor's statements referred to Article VI paragraph 9 hereof prove to be false;
 - e) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 9 hereof;
 - f) the Device does not meet the requirements of Article VIII Paragraph 7 hereof, even after the expiration of the term stated in the previous written Client's request for remedy;
 - g) breach of obligation under Article XII Paragraph 1 hereof;
 - h) breach of obligation under Article XII Paragraph 10 point c) hereof;
 - i) breach of the Contractor's obligations in Article XII Paragraph 11 or 12 or 13 of this Contract or in Article XVII Paragraph 8 of this Contract;
 - j) breach of Article XIII hereof which has not been remedied following a previous notice for correction;
 - k) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.
5. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract or must be sent by registered mail.
6. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated.

XV. LIBERATION REASONS

1. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code.
2. For the purposes of this Contract, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor 's will, which temporarily or permanently prevented from fulfilling Tortfeasor 's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.

3. If it is clear that as a result of the events referred to in paragraphs 2, the Tortfeasor will not be able to fulfil its obligations within the agreed period, then it shall without undue delay notify to the Other Contracting Party. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of this Contract.
4. If either party is unable to perform its contractual obligations by liberation reasons, the Contractual Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the Contract if more than three months have elapsed since the occurrence of liberation reasons preventing performance and the defective condition persists.
5. If a case of liberation reasons arises, the party claiming liberation reasons shall provide the other party with documents relating to that case.
6. The Contracting Parties take into consideration that, for the existence of the liberation reasons, does not affect the arrangements for contractual penalties, i.e. the contractual obligation to pay the contractual penalty is not affected by liberation reasons.

XVI. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Contract is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Contract. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Contract is the general court according to the Client's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Chips of 11 April 1980, known as the Vienna Convention, is excluded by this Contract.

XVII. 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 Contractor warrants to the Client that the device is not encumbered by third party rights.
4. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties. 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 and in the event according to Article XII Paragraph 4 hereof.
5. 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.

6. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the 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 null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.
7. The Contractor 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 Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIV.
8. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. In the event that the Client learns in a credible and demonstrable manner that the Contractor has failed to fulfil its obligations according to the first sentence of this paragraph, and the Contractor, despite prior written notice from the Client, continues to fail to fulfil these obligations or does not seek remedial action, the Client has the right to withdraw from this Contract under the conditions specified in Article XIV of this Contract.
9. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Sb., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Client.
10. This contract is drawn up in electronic form, with both Contracting Parties receiving its electronic original with qualified electronic signatures of the responsible person and with a qualified electronic time stamp in accordance with REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Act No. 297/2016 Sb., on trust-creating services for electronic transactions, as amended later regulations. In the event that this Contract is not drawn up in electronic form for any reason, it will be drawn up and signed in two copies, with each of the Contracting Parties receiving one copy.
11. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
12. The following Annexes form an integral part of this Contract:

Annex No. 1: Technical specification

- 1.a: Detailed technical description of the offered Device in writing **[the Participant to submit according to the instruction in the Art. 11.1 of the Tender Documentation; Participant also may submit its Catalogue Sheets of the offered Device]**
- 1.b: Detailed technical drawings of the offered Device **[the Participant to submit according to the instruction in the Art. 11.1 of the Tender Documentation]**

Annex No. 2: List of documents and technical documentation

Annex No. 3: Time Schedule

Annex No. 4: Protocol No. 1 (template) [this is only template, do not fill in now]

Annex No. 5: Protocol No. 2 (template) [this is only template, do not fill in now]

Annex No. 6: Maintenance form (template) [this is only template, do not fill in now]

Annex No. 7: List of spare parts and consumables [the Contracting Authority will create this document from information stated in Participant's Tender]

In Prague, date _____

In [•], date _____

For the Client:

For the Contractor:

Tomáš Hebelka, MSc

Chief Executive Officer

Státní tiskárna cenin, s. p.

[the Participant to add the authorised person's full name]

[the Participant to add the positions of the person signing this Contract]

[the Participant to add its name]

List of documents and technical documentation

I.

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

- a) in Czech language and in 4 counterparts or in 1 counterpart and electronically on a USB Flash drive:
 - aa) operating and maintenance instructions,
 - ab) safe work rules,

- b) in the English or the German language
 - ba) in 4 counterparts or in 1 counterpart and electronically on a USB Flash drive
 - a general description of the Device, including any associated equipment,
 - electrical wiring diagram,
 - service manual for electronic devices,

 - bb) in 1 counterpart
 - 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 Material safety data sheets, recommended suppliers of the consumables and their prices.

II.

1. The Contractor 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 Contracting Parties.

2. The Contractor 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

	Deadline:	Activity:	Note:
		Contract signature	
		Publication of the Contract in the Register of contracts (= taking effect of the Contract)	
#1	according to Art. VI para. 1 point a) of the Contract	Handover of the proforma invoice of 30 % of the total price	Art. VI para. 1 point a)
#2	Before delivery of the Device	The Contractor's proclamation of eligibility of the Device for acceptance by the Client and of the successful testing of the required basic parameters	Art. IV para. 2
#3	no later than 20 weeks after taking effect of the Contract	Delivery of the Device – signing of the Delivery Note	Art. IV para. 3
#4	No later than 22 weeks after taking effect of the Contract	Protocol No. 1 signing confirming: <ul style="list-style-type: none"> • installation of the Device • commissioning of the Device • delivery of necessary documents required by the Contract including handover of documents and technical documentation according to Annex No. 2 in Czech language • training of the Buyer operator and maintenance personnel • device acceptance tests in the Buyer's premises (SAT) • beginning of the 30-days test run 	Art. IV para. 4 + Art. VIII para. 4
#5	according to Art. VI para. 1 point b) of the Contract	Handover of the final invoice of 100 % of the total price, payment of 50% of the total price	Art. VI para. 1 point b)
#6	30 days after beginning of the test run	End of the 30-day test run signing of the Protocol No. 2 (=beginning of the warranty period)	Art. VIII para. 6
#7	according to Art. VI para. 1 point b) of the Contract	payment in amount of 20% of the total price	Art. VI para. 1 point c)
#8	12 months after signing Protocol No. 2	End of the warranty period for the Device	Art. IX para. 2
#9	set number of hours of usage of the Laser after signing Protocol No. 2	End of the warranty period for the laser	Art. IX para. 2

(template)
Protocol No. 1

LASER ENGRAVING PERSONALIZATION MACHINE FOR ID CARDS (hereafter referred to as the "Device")

Serial No.:

[REDACTED]

Client:

Státní tiskárna cenin, s. p.

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic

Court

registered in the Commercial Register administered by the Municipal in Prague, Section ALX, File 296, File Ref. ALX 296

Comp. Reg. No.: 00001279

Contractor:

[REDACTED]

with its registered office [REDACTED]

registered [REDACTED] administered by [REDACTED]

Comp. Reg. No.: [REDACTED]

The Client:

- a) hereby confirms the acceptance, installation and commissioning of the Device, and the acceptance of all necessary documents and technical documentation specified in the Contract for supply and service of laser engraving personalization machine for ID cards No. [REDACTED] (hereafter referred to as the "Contract")
- b) confirms the completion of the operator training (as specified under the Contract);
- c) states that during the tests performed on [REDACTED], serial No. [REDACTED] the final acceptance test (SAT) was successfully completed and that no defects or deviations were reported. The Device complies with the requirements and technical parameters specified by the Client under the Contract.

NOTES:

[REDACTED]

This Protocol is drawn up in two counterparts and signed by the Representatives authorised to negotiate in factual and technical matters of both Contracting Parties.

In Prague, on [REDACTED]

On behalf of the Client:

Státní tiskárna cenin, s. p.

name [REDACTED]

On behalf of the Contractor:

[REDACTED]

name [REDACTED]

(template)
Protocol No. 2

LASER ENGRAVING PERSONALIZATION MACHINE FOR ID CARDS (hereafter referred to
as the "Device")

Model: [REDACTED]

Serial No.: [REDACTED]

Client: **Státní tiskárna cenin, s. p.**
with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1,
Czech Republic
registered in the Commercial Register administered by the Municipal Court
in Prague, Section ALX, File 296, File Ref. ALX 296
Comp. Reg. No.: 00001279

Contractor: [REDACTED]
with its registered office [REDACTED]
registered [REDACTED] administered by [REDACTED]
Comp. Reg. No.: [REDACTED]

The Client:

- a) hereby confirms the completion of the 30-day test run of the Device;
- b) hereby confirms that no defects or deviations were recorded during the test run of the Device. The Device complies with the requirements and technical parameters specified by the Client in the Contract for supply and service of laser engraving personalization machine for ID cards No. [REDACTED].
- c) The warranty period covering the Device commences on the date when this protocol is signed.

NOTES:

[REDACTED]

This Protocol is drawn up in two counterparts and signed by the Representatives authorized to negotiate in factual and technical matters of both Contracting Parties.

In Prague, on [REDACTED]

On behalf of the Client:

Státní tiskárna cenin, s. p.

name [REDACTED]


title [REDACTED]

On behalf of the Contractor:

[REDACTED]

name [REDACTED]

title [REDACTED]

		<h1>LIST OPRAVY</h1> <h2>MAINTENANCE FORM</h2>  <p>Státní tiskárna cenin, s.p. Production Plant I Růžová 943/6, Nové Město 110 00 Praha 1, Czech Republic Tel: 00420 236 031 333</p>	
Záruční oprava / Guarantee conditions: * ANO / YES NE / NO Požadavek přijal / The call received by:		Intervention No.: Intervention N°:	
1. 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 / Machine operator:	
Zařízení / Device: LASER ENGRAVING PERSONALIZATION MACHINE FOR ID CARDS			
Výrobní číslo / Serial number:		MACHINE stop: * ANO / YES NE / NO	
Defect description: / Failure description:			
Defect diagnosis: / 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	
2. Jméno / Name :		ZÁKAZNÍK / CLIENT Státní tiskárna cenin, s.p. Production Plant I	
Podpis/ Signature :		Jméno / Name : Podpis / Signature :	

* Cross what does not apply



Annex 2 - Evaluation
model.xlsx

AFFIDAVIT ON COMPLIANCE WITH QUALIFICATION

Public Procurement Name:

“Supply and service of the laser engraving personalization machine for ID cards – *Dodávka a servis laserového gravírovacího stroje pro personalizaci průkazů totožnosti*”

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, pursuant to Art. 8.1 to Invitation for tender submission, **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 No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as 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) TECHNICAL QUALIFICATION

In accordance with the request of the Contracting Authority, pursuant to Art. 8.4.1 to Invitation for tender submission, I submit **a list of significant supplies** completed during the last **3 years** before the commencement of the procurement procedure, including periods of performance of the supplies and the client's identification data, whereas the minimal level to fulfil this criterion are the following requirements:

- At least 2 supplies whose subject matter is like the subject matter of this public contract, that means a delivery of a small personalization machine (same or higher series of machine). The financial value of each of these significant supplies was at least **60.000 EUR excl. VAT.**

For the avoidance of doubt, the Contracting Authority hereby states that each significant supply must be delivered to a different customer.

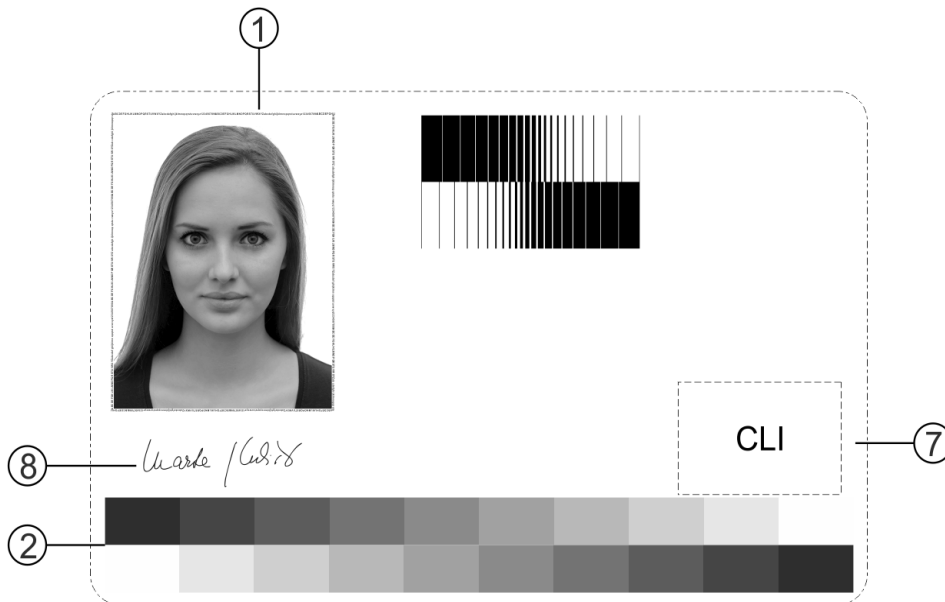
Supplier Name	.....
Name of the client the contract was performed for	.....
Period of performance	.....
Scope of performance (subject)	.....
Client's contact person with whom the information may be verified (name, business telephone number and email, in compliance with the applicable personal data protection laws in the country of the Contractor)	.....

Requirements for qualification samples

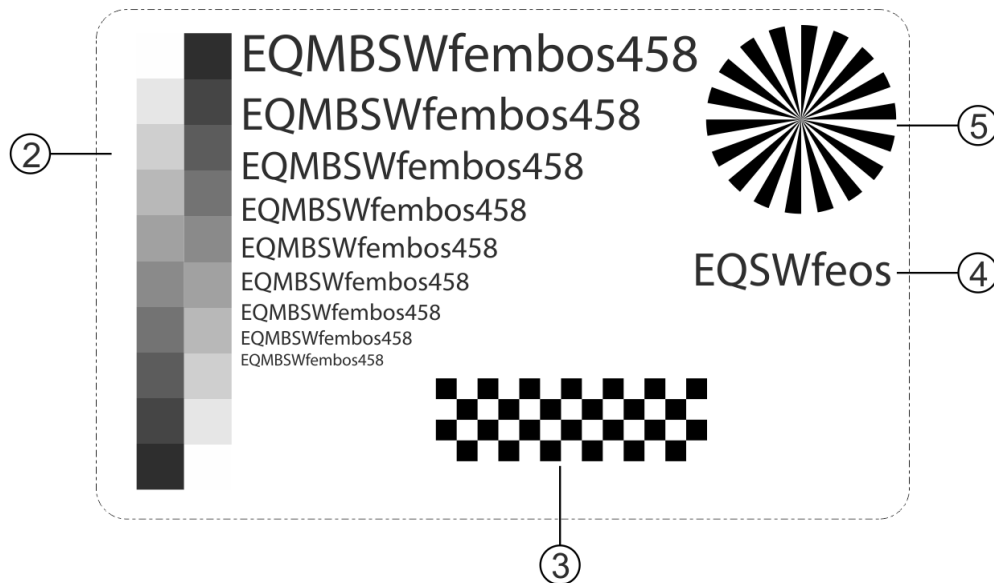
The testing of functionality of personalization machine

List of requirements and the testing process for qualification samples

To find the abilities and limits of a personalization devices we will provide a set of testing white polycarbonate (PC) cards with CLI feature and polyvinyl chloride (PVC) cards without CLI feature. Each participant will also be provided with a flash drive containing the personalization data. The personalization data contain a testing photo of a person and a set of two different testing motifs. Each motif is designed to test a specific ability of the production device. The picture 1 shows the testing motifs on the front side of card. The picture 2 shows testing motifs on the reverse side of card. The detail of each motif is described below.



Picture 1: Testing motif – front side



Picture 2: Testing motif - back side

1. Microtext 200um

We will evaluate the readability of letters when rotated by 0°, 90°, 180°, 360° utilizing a digital microscope made by Dino-Lite. The microtext must be readable, that means lacking any deformations or filling in letters.

2. Transition from white to black in vertical and horizontal direction.

We will evaluate the position of 50% grey, ideal position should be in the middle of the stripe. We will use Spectodense from Techkon as a measurement device.

3. Chessboard – tactile image

This feature is used for testing of tactility of an image. Black part – tactile, white part – surface.

We will evaluate the edge of tactile image and its integrity.

4. Tactile letters

We will check the filling in the letters, numbers. For example, in “E, A, P, R, M, e, a, B, b, 8, 6, 4, 3”

5. Circle image

We will study the transition from wide outer part to the thin inner part. Special attention will be paid to the rendering of the central part of the image. We will compare it with basic figure from personalization data. If necessary, we will evaluate this segment wit microscope.

6. Vertical and horizontal lines

We will check whether the produced line thickness is the same as the designed line thickness. We will use digital microscope for line thickness measurement.

7. CLI feature

We will evaluate the whether the feature works as intended or not. We recommend the angle around 30° for setting of the laser. It depends on the individual setting of each device.

8. Signature

We will evaluate whether the produced signature represent adequate rendering of the provided signature image. The delicacy of lines must be preserved.

9. Text series

We will evaluate the minimal font size that shows a good enough readability.

The Contracting Authority will provide each participant with the following material for testing samples (Device):

- three (3) PC cards;
- three (3) PVC cards for testing purposes;
- flash disk containing the personalization data

Method of handing over material for testing:

- The participant shall request the Contracting Authority to forward the material for testing, in writing to the following e-mail address: rehackova.monika@stc.cz.
- Subsequently, the method of delivery of the material will be agreed:
 - a) by personal delivery at the address of the Contracting Authority (Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic)
 - b) by sending it to the supplier's requested address.
- **The handover of material for testing samples can be requested a maximum of 5 days before the end of the deadline for tender submitting.**

By the submitting a tender including qualification samples, The Contractor solemnly declares that these samples have been produced on the Device offered by the Contractor.

LIST OF SUBCONTRACTORS

Public Contract Name:

“Supply and service of the laser engraving personalization machine for ID cards – *Dodávka a servis laserového gravírovacího stroje pro personalizaci průkazů totožnosti*”

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.

AFFIDAVIT ON CONFLICT OF INTERESTS

Public Contract Name:

“Supply and service of the laser engraving personalization machine for ID cards – *Dodávka a servis laserového gravírovacího stroje pro personalizaci průkazů totožnosti*”

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

(hereinafter “**the Contractor**”)

As a person authorized to act in the name of or for the Contractor, hereby declare on my honour that the Contractor meets, that it is not a corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests³, as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, in the same time I declare, that the Contractor does not prove its qualification in the Public Contract through a subcontractor, who would be such a corporate entity.

³ Please find the English version of the Act under this link: <https://www.psp.cz/en/docs/laws/2006/159.html> Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

AFFIDAVIT ON APPLIED SANCTIONS

Public Contract Name:

“Supply and service of the laser engraving personalization machine for ID cards – *Dodávka a servis laserového gravírovacího stroje pro personalizaci průkazů totožnosti*”

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

(hereinafter „Contractor“)

Economic sanctions

1. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour in compliance with the Article 5k of the Council Regulation (EU) No. 2022/576 of 8 April 2022, by which the Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, was amended, that the Contractor is not:
 - a) a Russian national, or a natural or legal person, entity or body established in Russia;
 - b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
 - c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
2. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor does and shall not account for more than 10 % of contract value of the Public Contract, subcontractors, suppliers or entities, referred to in the Art. 1 (a) or (b) or (c) of this affidavit whose capacities are being relied on within the meaning of the public procurement legislation.

Individual sanctions

3. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor in the sense of:
 - a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and

- c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),

is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.

4. As a person authorized to act on behalf of or on behalf of the Contractor, I hereby declare on my honour that for purposes of performance of the Public Contract, no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.