

Státní tiskárna cenin, s. p.
Růžová 943/6, Nové Město, 110 00 Praha 1 Czech Republic
Represented by: Tomáš Hebelka, MSc, CEO
(hereinafter referred to as „Contracting Authority“)

EXPLANATION OF TENDER DOCUMENTATION VIII.

The Contracting Authority of the over-threshold public contract called „**Supply of a passport production line including numbering** // *Dodávka pasové linky včetně číslování*” being awarded in an open procedure pursuant to Act No. 134/2016 Coll., On Public Procurement, as amended (hereinafter referred to as “Act”), hereby explains the tender documentation in accordance with Sec. 98 of the Act.

Questions about the contract:

Nr.	Question
1.	<p>II. SUBJECT OF THIS CONTRACT</p> <p>6. The Contractor states that:</p> <p>c) acknowledges that the Client is going to procure its own material for its tests of the Device as part of FAT and SAT tests except material which is stated in the Annex No. 7 to this Contract. If tests need to be performed on the Device in the production and actual test phases, the Contractor will procure its own material with similar properties;</p>
2.	<p>II. SUBJECT OF THIS CONTRACT</p> <p>10. The Contractor declares bindingly that the service life of the Device will be at least of [to be completed by the Contracting Authority before signing the Contract in accordance with the Tender specifically, the lifetime from Annex No. 5 of the Tender Documentation will be listed here] years from the time the Device is put into operation with standard level of operation and maintenance. The lifetime guarantee applies in the same way to the availability of Device service and the supply of spare parts and consumables. In the event that the service life of the Device is not respected, the Contractor is obliged to immediately restore the operability of the Device in any way and at his own expense. If the measures required to restore the operability of the Device would constitute a major intervention (overhaul of the Device or its partial or complete replacement), the Client's prior consent to such a procedure and ensuring the coordination of activities (stoppage of production, preparation of the installation site, etc.) are required.</p>

3.	<p>IV. DELIVERY TERMS</p> <p>4. In the event that, even after 14 days from the successful evaluation of the acceptance tests (FAT), the Client does not send the Invitation in accordance with the previous paragraph of this Article due to a delay in ensuring the construction preparation of the transport ways and installation site, subsequent date of site acceptance tests (SAT) in the Time Schedule will be moved forward by the delay period. The Time schedule respectively Annex No. 3 hereof will be updated by the Client without the need to conclude an amendment to this Contract.</p>
4.	<p>V. PRICE</p> <p>7. Not earlier than from 3 years from signature of the Protocol No. 2 pursuant Article IX Paragraph 6 hereof the Contractor is entitled to increase the unit prices for carrying out a preventive inspections and maintenance and/or unit prices for the out-of-warranty maintenance (Article V Paragraph 5 hereof) by the inflation rate.</p> <p>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 Client received Contractor's request. An increase of the price/prices by the inflation rate pursuant to this point shall be reflected to this Contract in the form of an amendment to the Contract.</p> <p>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“) and calculated as the averaged change in the Indexes for the 12 calendar months preceding the month in which the Client received Contractor's request.</p> <p>9. 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. 8, 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 the paragraph 6 and 7 of this Article. The prices of the delivered spare parts or consumables that are not included in Annex No. 8 shall always be governed by the current and valid Contractor's price offer for a particular spare part or consumables requested.</p>
5.	<p>VI. PAYMENT TERMS</p> <p>b) payment in amount of 50 % of the total price of the Device referred to in Art. V Paragraph 2 hereof, i.e. in amount [the Contracting Authority shall add 50 % of the total price of the Device stated in Art. V para. 2 hereof] EUR excluding VAT after the</p>



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	<p>signing of the Protocol No. 1 against submitting a final invoice (tax document) for the total price for the Device.</p> <p>c) payment in amount of 20% of the total price of the Device referred to in Article V Paragraph 2 hereof, i.e. in amount [the Contracting Authority shall add 20 % of the total price of the Device stated in Art. V para. 2 hereof] EUR excluding VAT after completion of the test run period and commencement of the warranty period, i.e. after the signing of Protocol No. 2.</p>
6.	<p>X. WARRANTY</p> <p>2. The warranty period for the Device quality is 12 months from the date of signing Protocol No. 2 and period of [the Participant to add number of hours of lifespan of the offered Laser; In the case that the Device's accessories include several lasers with different lifespans, the Participant will state the warranty period of all lasers separately] hours of usage from the date of signing Protocol No. 2 for Laser.</p>
7.	<p>X. WARRANTY</p> <p>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.</p>
8.	<p>X. WARRANTY</p> <p>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.</p>
9.	<p>XII. SANCTIONS</p>

	<p>5. In the event that the of Contractor is in delay within any of the deadlines specified in Article XI Paragraph 9 or 11 hereof , the Contractor is obligated to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay, up to the maximum of 7,5 % of the total price (excluding VAT) of the Device. *PMC</p> <p>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.</p>
10.	<p>XIV. PROTECTION OF INFORMATION</p> <p>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.</p>
11.	<p>XV. DURATION OF THE CONTRACT</p> <p>2. This Contract is entered into for an indefinite period of time with the Contracting Parties agreeing that the Contract may not be terminated before the expiry of a period of 3 years from signature of the Protocol No. 2 pursuant Article IX Paragraph 6 hereof with the exception of cases of termination of the Contract according to letter a) or b) of the following Paragraph.</p>
12.	<p>XVI. LIABILITY FOR DAMAGES</p> <p>2. 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.</p>
13.	<p>Annex 7 Testing of the Device</p> <p>FAT TESTS OF THE PASSPORT BOOKLET PRODUCTION LINE</p> <p>V. Test conditions:</p> <p>Device tests will take place based on an invitation to carry out the tests, the contracting authority will send, at its own expense, at the place designated by the applicant, a set of test material (according to the above-mentioned scope).</p> <p>see point I.). Due to machine preparation and acclimatization, the test material will be sent approx. 3 months before the date of the tests. The Contractor will store the test material at the place where the tests are carried out, or in a warehouse with the same climatic conditions as at the place where the tests are carried out. The sent test material must not be used earlier than for tests with the participation of representatives of the contracting authority.</p> <p>After the tests have been completed, representatives of the contracting authority will take samples from the test material for evaluation, or they may take all the test</p>

	material. The Contractor is obliged to dispose of the rest of the test material at his own expense.
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Answers to submitted questions:

Nr.:	Answer of the Contracting Authority:
1.	<p>Thank you for your questions. The Contracting Authority has decided not to consider the given comments and proposals for changes to the contract, as the Contracting Authority perceives the current Draft Contract 1 as optimal and balanced to ensure the required scope and quality of performance, and the Contracting Authority also believes that the Draft Contract 1 terms and conditions in their original wording will be acceptable to the contractors, and we can expect tenders.</p> <p>The Contracting Authority's decision is also supported by the fact that until now the terms and conditions of the Draft Contract 1 have not been contradicted by any other contractor and no changes have been proposed to the Draft Contract 1.</p>

Conclusion:

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

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