

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 VI.

The Contracting Authority of the over-threshold public contract called „**Supply and Service of the Enveloping Machine for ID1 Cards** // *Dodávka a servis obálkovací linky pro ID1 karty*” 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.

<b>Questions about the Draft Contract:</b>		
after analyzing the Draft Contract of the tender "Supply and Service of the Enveloping Machine for ID1 Cards" (STC/003642/ÚSV/2024/2), we kindly ask you to consider our <b>red highlighted</b> modifications in the Draft Contract:		
<b>Art.</b>	<b>Current wording in Draft Contract</b>	<b>Requested modifications <b>highlighted in red color</b></b>
XI	<p>1. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #3 of the Annex No. 4 to this Contract (SDK was not delivered within term), the Contractor is obliged to pay a contractual penalty in the amount of 0.1 % of the price (excluding VAT) of the software development kit (SDK) according to Art. V paragraph 1 of this Contract for each started day of delay.</p> <p>2. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #5 of the Annex No. 4 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.</p> <p>3. In the event that Contractor is in delay with the fulfilment of the</p>	<p>1. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #3 of the Annex No. 4 to this Contract (SDK was not delivered within term), the Contractor is obliged to pay a contractual penalty in the amount of 0.1 % of the price (excluding VAT) of the software development kit (SDK) according to Art. V paragraph 1 of this Contract for each started day of delay, <b>up to the maximum of 10 % of the total price (excluding VAT) of the Device.</b></p> <p>2. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #5 of the Annex No. 4 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, <b>up to the maximum of 10 % of the total price (excluding VAT) of the Device.</b></p>



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deadline pursuant to point #6 of the Annex No. 4 to this Contract (Protocol No. 2 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.

4. In the event of the Contractor is in delay with remedying defects pursuant to Article VIII paragraph 5 or 6 or 7 or 8 hereof the Contractor is obliged to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay.
  5. In the event that the Device does not meet the requirements of Article VIII paragraph 9 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.
  6. 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.
  7. 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.
3. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to point #6 of the Annex No. 4 to this Contract (Protocol No. 2 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 10 % of the total price (excluding VAT) of the Device.**
  4. In the event of the Contractor is in delay with remedying defects pursuant to Article VIII paragraph 5 or 6 or 7 or 8 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 the Device.**
  5. In the event that the Device does not meet the requirements of Article VIII paragraph 9 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 the Device.**
  6. 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 the Device.**
  7. 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 the Device.**



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Art. XI.11	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 8 of this Article, the Contractor is obligated to pay all such contractual penalties.	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 8 of this Article, the Contractor is obligated to pay all such contractual penalties. <b>However, the Contractor's liability to the Client for aggregated liquidated damages (contractual penalties), regardless of whether such damages are disclaimed herein, shall in no event exceed 40 % of the contract price, i.e. the total value of performance according to this Contract.</b>
To be added e.g. as Art. XI.15		<ol style="list-style-type: none"> <li>1. <b>Contractor's total liability for claims of any kind under this Contract or otherwise shall not exceed 100 % of the contract price, i.e. the total value of performance according to this Contract.</b></li> <li>2. <b>The Contracting Party is not liable for consequential, indirect or incidental damages.</b></li> <li>3. <b>The limitations set forth in this paragraph shall not apply to damages arising from:</b> <ol style="list-style-type: none"> <li>a. <b>Contracting Party's fraud, willful misconduct and gross negligence;</b></li> <li>b. <b>Third party claims for death and personal injury; and</b></li> <li>c. <b>Property damage, which are limited to insurance proceeds received by Contracting Party.</b></li> </ol> </li> </ol>

**Answers to the questions to the Draft Contract:**

The Contracting Authority states that the proposed changes to the Draft Contract will not be accepted.

The Draft Contract remains as originally drafted, due to the retention of our company's standard terms and conditions, as well as the market research conducted, which did not indicate to the Contracting Authority that there was a conflict with the standard provisions stated in the Draft Contract.



**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.

Processed by: Monika Řeháčková

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**Monika Řeháčková**  
on behalf of

**Mgr. Zuzana Drahokoupil Šenoldová**  
Head of Public Procurement  
for the Contracting Authority  
Státní tiskárna cenin, s. p.