

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)*

Tender Documentation

(hereinafter “TD”)

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

New numbering boxes for Numerota II Numbering Machine // *Nové číslovače do číslovacího stroje Numerota II*

(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	Mgr. Zuzana Drahokoupil Šenoldová
E-Mail	senoldova.zuzana@stc.cz
Contracting Authority's profile / electronic instrument	https://mfc.ezak.cz/profile_display_53.html
Data box identifier	hqe39ah

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

2. COMMENCEMENT OF THE TENDER PROCEDURE

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

3. SUBJECT OF THE PUBLIC PROCUREMENT

- 3.1. The purpose of the Public Contract is a supply of Numbering boxes for sequential numbering of Czech banknotes, which will be integrated to existing Client's numbering machine, designation Numerota II (S/N 64700903), manufactured by Koenig & Bauer (hereinafter referred to as the “**Numerota II**”).
- 3.2. The subject matter of the Public Contract is an obligation of the Contractor to supply the Client with **Numbering boxes for sequential numbering of Czech banknotes including all accessories and components necessary for their integration to the Numerota II**, manufactured under applicable EU directives and regulations related to the subject of the Draft Contract and in quantity and technical specification defined by the Client in General Technical Specification stated in Annex No. 1 (1a) of the Draft Contract and in accordance with Detailed technical description of the Contractor offered components and detailed technical drawings of components necessary for integration of the Numbering boxes to the Numerota II listed in Annex No. 1 (1b and 1c) of the Draft Contract, which is an integral part of the Draft Contract.
(hereafter referred to as the “**Numbering boxes**”, unless otherwise stated by individual provisions of the Draft Contract)

3.3. The supplement of the Numbering boxes according to Article 3.2 hereof includes:

- a) transportation of the Numbering boxes including liability insurance which provides cover for damage to the transported goods, DAP Praha (Incoterms® 2020),
- b) integration of the Numbering boxes into the Numerota II including verification of their full functionality and operational compatibility with the Numerota II by passing the site acceptance tests (SAT) in accordance with Article VIII of the Draft Contract,
- c) on-site training of specified Client's employees in the Numbering boxes operation and maintenance for at least 4 persons conducted at the Client's Production Plant I in scope of 1 working day (hereinafter referred to as the "**operator training**"),
- d) handover of certificates and documentation relating to the use of the Numbering boxes in English language in electronic and hardcopy version (in particular, User Manual and Spare parts list a Technical Drawings).
- e) providing 12 months-warranty for the Numbering boxes according to the conditions and terms stated in the Article IX of the Draft Contract.

3.4. Further definition of the subject of performance of this Public Contract is in the Annex 1 hereof (above and hereinafter the "**Draft Contract**") and is binding for Contractors in a full extent.

3.5. In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.

3.6. Wider societal interests:

According to the Sec. 6 (4) of the Act the Contracting Authority is obligated to abide principles of socially and environmentally responsible procurement and innovation when determining tender conditions, conditions of evaluation and selection of a contractor, if it is appropriate given the meaning and nature of the Public Contract. The Contracting Authority took this obligation into the consideration within preparation of this TD.

4. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV code	Subject of the Public Contract
30192152-1	Numbering stamps
30171000-8	Dating or numbering machines

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The Contracting Authority has determined the estimated value of the Public Contract and classified it as an above-threshold public contract. However, for the purposes of the Public Contract, it will not publish the estimated value.

6. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

7.1. The Contractor in the tender procedure (hereinafter referred to as the "participant") is obliged to fill in their unit prices in EUR without VAT in Annex 5 hereof ("**Determination of the Total Tender Price**") and other required information in accordance with all the requirements of the Contracting Authority and in the structure required by this annex. The participant is obliged to fill in Annex 5 hereto, specifically its first sheet, as part of their tender. Subsequently, Annex 2 to the Draft Contract will be created from its second sheet, which will be attached by the Contracting Authority as part of the finalization of the contract before its signing. The remaining tender prices, respectively their identical amounts, will be entered by the Contracting Authority into the corresponding provisions of the Draft Contract as part of the finalization of the contract before its conclusion.

(hereinafter referred to as the "**Total Tender Price**").

7.2. The Total Tender Price and its parts shall be specified as the maximum acceptable price, including all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.

7.3. The Contracting Authority requests that the participants would stipulate their unit prices with a precision of **two** decimal places.

7.4. The Contractor is not entitled to make the offered tender price conditional to an additional condition.

7.5. The Total Tender Price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; the Contracting Authority does not permit a zero price.

8. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic.**

9. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

- 9.1. Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in November / December 2025.**
- 9.2. Period of performance of the Public Contract: **delivery terms are determined in the Art. IV of the Draft Contract.**

10. QUALIFICATION REQUIREMENTS

10.1. Compliance with the qualification requirements

- a) The Contractor is required to prove its qualifications at the latest by the tender submission deadline.
- b) The qualification requirements are deemed to be met by a Contractor that demonstrates compliance with:
- the basic capacity within the meaning of Section 74 and Section 75 of the Act,
 - the professional capacity according to Section 77 of the Act,
 - the technical qualification requirement according to Section 79 of the Act.

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

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

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

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

10.2. Basic Capacity

10.2.1. A Contractor shall not be considered qualified if:

- a) **In the country of their registered seat**, they have been convicted of

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

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

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

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

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

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

- a) an extract from the Criminal Register regarding the 10.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 10.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 10.2.1 (b) of this

TD,

- d) a written sworn statement regarding the 10.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 10.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the participant is not recorded in the registry, regarding the 10.2.1 (e) of this TD.

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

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

- a) a certificate issued by the competent Czech tax authority regarding the 10.2.1 (b) of this TD,
- b) a written sworn statement on excise regarding the 10.2.1 (b) of this TD,
- c) a written sworn statement regarding the 10.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 10.2.1 (d) of this TD.

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

- a) the 10.2.1 (a) of this TD;
- b) the 10.2.1 (b) of this TD;
- c) the 10.2.1 (c) of this TD;
- d) the 10.2.1 (d) of this TD;
- e) the 10.2.1 (e) of this TD; whereas

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

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

The Contracting Authority attaches a manual for obtaining documents regarding Basic Capacity (Annex 6 hereof).

10.3. Professional capacity

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

10.4. Technical qualification

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

- **As a significant supply**, the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this Public Contract, that means **a delivery of numbering boxes for sequential numbering of banknotes**.
- **The financial value of the each significant supply was at least 150 000 EUR excl. VAT**.
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor performed one significant supply based on one or multiple contracts or orders provided that the supply was delivered to the same client and corresponds the scope specified above.
- Furthermore, in order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered all significant supplies to the same client or different ones.

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:

- a) name of the contractor who provided the performance (could be the Contractor or a Subcontractor),
- b) name of the client the contract was performed for,
- c) period of performance (in details of months),
- d) scope of performance (subject),
- e) financial volume (sum) for the performance,
- f) client's contact person with whom the information may be verified (name, business telephone number and email, in compliance with the applicable personal data protection laws in the country of the Contractor).

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

10.5. Demonstrating qualification requirements obtained abroad

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

If the required document is not issued under the applicable law of said country,

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

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

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

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

- a) documentary proof of compliance with the professional capacity pursuant to Section 77(1) of the Act (Commercial Register) through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,
- c) documentary proof of compliance by (that) other entity with the full capacity pursuant to Section 74(1) of the Act,
- d) contract or a confirmation of its existence signed by other entity, the content of which is an undertaking by another entity to provide the services and supplies required for the performance of the Public Contract or to provide any items or rights at the disposal of the Contractor when the latter performs the contract, at least within the scope the other entity has proved compliance with the qualification requirements on behalf of the Contractor.

Further pursuant to Sec. 83 (2-5) of the Act.

If the Contractor proves qualification through another entity and submits documents pursuant to Section 79(2)(a), (b) or (d) of the Act relating to such person, the contract or the confirmation of its existence pursuant to Section 83(1)(d) of the Act must imply an undertaking that the other entity will carry out the works or services to which the proven qualification criterion applies.

10.7. Proving compliance with the qualification requirements for joint tenders

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, and the Contractors submit or wish to submit a joint tender to that end, each of them shall prove compliance with the basic qualification requirement in accordance with Section 74(1) of the Act and with the professional qualification requirement in accordance with Section 77(1) of the Act, separately and in full.

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

10.8. Changes in qualifications

If, following the submission of the documents or proof of compliance with the qualification requirements, such a change occurs in the Contractor's qualification during the procurement procedure that would otherwise disqualify the Contractor from the procedure, the Contractor shall notify the Contracting authority thereof in writing within 5 business days, and submit new documents or proof of compliance with the qualification requirements within 10 business days of the change notification served to the Contracting authority.

Pursuant to Section 88(2) of the Act, failure to meet this requirement constitutes a reason for immediate exclusion of the Contractor from the tender procedure.

10.9. Special methods of submitting proof of qualifications

- **Using an extract from a list of qualified Contractors**

If the Contractor provides the Contracting Authority with an extract from a list of qualified Contractors within the time limit set for submitting the proof of compliance with the basic capacity, the extract shall replace the proof of compliance with the basic capacity pursuant to Section 74 of the Act, and professional capacity pursuant to Section 77 of the Act to the extent that the document proving the professional capacity covers the Contracting Authority's requirements for proving the professional capacity to perform the Contract.

The extract from a list of qualified Contractors must not be older than 3 months on the last day, as of which compliance with the qualification requirements is to be proved.

- **Proof of compliance with the qualification requirements using a certificate**

If the Contractor submits to the Contracting Authority a certificate issued under a system of certified Contractors, which contains the particulars specified under Section 239 of the Act, the certificate shall replace the proof of compliance with the qualification requirements with regard to the information contained therein. The Contractor shall be qualified to the extent shown in the certificate.

10.10. Requirement to specify subcontractors

In accordance with the provision of Section 105(1) of the Act, the Contracting Authority demands that the participants specify in their tenders any parts of the

Public Contract they intend to assign to one or more subcontractors.

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

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

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

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

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

11. EVALUATION CRITERIA, METHOD OF EVALUATION

11.1. Evaluation Criteria

In accordance with Section 114 (1) of the Act, the basic evaluation criterion for the award of this Public Contract is the economic advantageousness of the tender.

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

Evaluation sub-criterion		Weight in %
A	Total tender price in EUR excl. VAT in accordance with the Annex 5 hereof	100%

• **Sub-criterion A: Tender price in EUR excl. VAT in accordance with the Annex 5 hereof**

Under this sub-criterion, the Contractor will submit the Total tender price prepared in accordance with the Annex 5 hereof.

11.3. Method of evaluation

The tenders shall be ordered depending on their Total tender price in EUR excl. VAT. The most successful tender shall be the one with the lowest Total tender price.

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 tender 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.

12. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

- 12.1. The payment and business terms and conditions are specified in the binding Draft Contract.
- 12.2. The Participant is not required to submit the Draft Contract in its tender. The Draft Contract shall be completed prior to the conclusion of the contract with the selected supplier and the Contracting Authority. **However, the Participant shall be required to submit a written affidavit in the tender that it fully and unconditionally accepts the Draft Contract and to provide the information required for the completion of the Draft Contract prior to its mutual signature in the scope of the Annex 2 of this TD (Tender Cover Sheet) and other documents required directly by this TD – ie. technical annexes of the Draft Contract according to the Art. 15.2 hereof.**
- 12.3. In case of a joint tender, the persons authorized to act on behalf of each participant will be listed in the Draft Contract and the authorized signatory for signing the joint tender will be listed and a plain copy of this power of attorney will be included.

13. PUBLICATION OF THE TD

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

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

- 14.1. Pursuant to Section 98(3) of the Act, the Contractor is entitled to request from the Contracting Authority clarification hereof via the data box of the Contracting Authority, electronically by e-mail to: senoldova.zuzana@stc.cz or via electronic instrument.

- 14.2.** The Contracting Authority shall publish the written clarification hereof including the accurate wording of the inquiry without the inquiring Contractor's identification but with potential related documents within 3 business days from receipt of the Contractor's inquiry, at the Contracting Authority 's profile / electronic instrument.
- 14.3.** The Contracting Authority may also provide written clarification of this TD to the participants without a prior request.
- 14.4.** To comply with the principle of equal treatment of all participants, the potential clarifications, amendments or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority 's profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.**
- 14.5.** The Contracting Authority further emphasizes that analogically in compliance with Section 211(9) of the Act, in communication by means of a **data box** a document shall be deemed **delivered now of its delivery to the data box of the addressee and in communication by means of an electronic instrument a document shall be deemed delivered at the moment of receipt of the data message at the electronic address of the addressee of the data message in the electronic instrument.**
- 14.6.** 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. 19.1 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).

15. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

15.1. This TD is binding for Contractors.

15.2. Description of technical solution, technical documentation

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

	Type	Details
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1.	Completed Annex 1a of the Draft Contract 1 “General Technical Specification”	The Contractor fills the cells marked in yellow. To fulfil the tender conditions, the supplier must fill “YES” in each item. If “NO” will be filled in any of the items, the tender conditions will not be fulfilled.
2.	Detailed technical description of the offered <u>components</u> in writing	The description shall contain at least the dimensions of the offered components incl. description of individual modules (if relevant), installation and maintenance. The Contractor can also submit catalogue sheets, if available.
3.	Detailed technical drawings of <u>components necessary for integration of the Numbering boxes to the Numerota II</u>	The technical drawing shall contain min. data offered components: dimensions, description and marking of individual components, their function and all data important for the installation.

- **Document “Type 1” submitted in accordance with this section hereof shall create Annex 1a of the Draft Contract.**
- **Document “Type 2” submitted in accordance with this section hereof shall create Annex 1b of the Draft Contract.**
- **Document “Type 3” submitted in accordance with this section hereof shall create Annex 1c of the Draft Contract.**

15.3. Legal form

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

15.4. 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 tender 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 its tender (Annex 2 of this TD).

15.5. 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 (EU) No. 208/2014 of 5 March 2014, concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in 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 its tender (Annex 2 of this TD).

16. VISIT TO THE PLACE OF PERFORMANCE

The Contracting Authority does not consider a site visit to be necessary for this Public Contract and therefore will not organize one.

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

17.1. Beneficial Owners

17.1.1. Participant who is a Czech legal entity

If it is not possible to find out information about the beneficial owner of the selected supplier, who is a Czech legal entity, in accordance with the provisions of Sec. 122 paragraph 5 of the Act, the Contracting Authority has the obligation to exclude the selected supplier from further participation in the tender procedure pursuant to Sec. 122 (8) (a) of the Act.

Pursuant to Sec. 122 (8) (a) of the Act the Contracting Authority does not take into account the entry made available in the register of beneficial owners after sending the notice of exclusion of the Contractor.

17.1.2. Participant who is a foreign legal entity

If the selected supplier is a foreign legal entity, the Contracting Authority will ask the selected supplier to submit an extract from foreign records similar to the records of the beneficial owners or, if there is no such record, the Contracting Authority will ask the selected supplier to:

- (a) to communicate the identification data of all persons who are its beneficial owner, and
- (b) to submit documents that show the relationship of all persons according to letter a) to the Contractor; these documents are in particular:
 - 1. extract from the commercial register or other similar records,
 - 2. list of shareholders,
 - 3. decision of the statutory body on the payment of a share of the profit,
 - 4. partnership agreement, charter or articles of association.

The Contractor is obliged to submit all documents in the language required by the Contracting Authority according to this TD.

In the event that the selected supplier does not submit the required information and documents, the contracting authority is in accordance with the provisions of Sec. 122 (8) (b) of the Act is obliged to exclude the selected supplier from further participation in the tender procedure.

17.2. Reliability of domestic VAT payers

17.2.1. 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. 12.2 of this TD, must be the same as the account number stated in the register of VAT payers.

17.2.2. 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. 17.2.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

17.3. Bank Confirmation on the Bank Account

In accordance with Section 104(e) of the Act, before signing the Contract, 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.

17.4. Insurance Contract

In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor is required to submit a plain copy of insurance Contract with the subject of third-party damage liability insurance of the Contractor in accordance with Art. XI (1) of the Draft Contract. 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.

18. TENDER SUBMISSION CONDITIONS

- 18.1. The Contracting Authority does not require the Contractor to ensure that all the documents or declarations have been signed by the statutory body of the Contractor or person authorised to act on behalf of or for the Contractor. The Contractor by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorised to undertake such acts and by submission of the tender the Contractor at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.**
- 18.2.** The tender shall be submitted in the **Czech or English language, or its combination**. Should any part of the tender be in a language other than the Czech or English, the Contracting Authority has the right to request the submission of a plain translation into 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.
- 18.3.** Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.

19. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

- 19.1. The deadline for the tender submission shall end on 22.09.2025 in 09:00 AM.**
- 19.2.** The Contractor shall prepare the tender **in electronic form in a manner described below**.
- 19.3. Submitting tenders in electronic form:**
- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfcr.ezak.cz/profile_display_53.html.
 - All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.
 - **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);
- an electronic signature based on a qualified certificate (for the electronic method of Contractor verification).

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

- **The process of registration including identity verification may take up to several days.**
- The PC system requirements necessary for proper tender submission are available at: <http://www.ezak.cz/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>.

19.4. The Contracting Authority recommends using the following order:

- **Content of the tender**
- **Tender cover sheet incl. Affidavits (Annex 2 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **professional capacity,**
 - **technical qualification (Annex 3 to this TD).**
- **List of sub-contractors (Annex 4 to this TD)**
- **Completed file: “Determination of Total Tender Price” (Annex 5 to this TD)**
- **Description of technical solution, technical documentation (in accordance with Art. 15.2 hereof)**

19.5. Where the Contracting Authority demands, under this TD, the submission of documents that must also be submitted as part of the Draft Contract 1 or Draft Contract 2, it is sufficient for the Contractor to submit a single copy of such

documents as part of their tender.

- 19.6.** The Contractor is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the TD is for reference only and is intended to help the Contractor 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 Contractor will not be relieved from the responsibility for the incompleteness of the submitted tender by simply pointing out the incomplete list of documents.

20. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event and will take place without undue delay after deadline for submission of tenders. If a participant requests this in writing after the end of the deadline for tenders' submission, the Contracting Authority shall, within 5 working days of receipt of such a request, send to all participants or publish on the Contracting Authority's profile the tender data corresponding to the numerical evaluation criteria, without identifying data of the participants, according to Sec. 109 (3) of the Act.

21. OTHER PROVISIONS

- 21.1.** The Contracting Authority notifies that, in accordance with the statutes of the Contracting Authority, the signing of the contract by the Contracting Authority may be subject to the approval of the Supervisory Board of the Contracting Authority. In the event that the Supervisory Board does not grant such consent, or would the Contracting Authority not proceed with the signing of the contract for this reason, the conditions of Sec 127(2)(d) of the Act will be met by analogy, i.e. that during the procedure there were reasons worthy of special consideration, including economic reasons, for which the contracting authority cannot be required to continue the procedure, regardless of whether these reasons were caused by the contracting authority or not, and the procurement procedure will canceled for this reason.
- 21.2.** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 21.3.** After conclusion of the Contract with the selected Contractor, the Contracting Authority shall, pursuant to the relevant provisions of Section 219 of the Act, publish the wording of the Contract with the selected Contractor, including any amendments and schedules thereto, on the Contracting Authority's profile and in the Register of Contracts.
- 21.4.** By submission of the tender, the Contractor acknowledges that the Contracting Authority, as the obligated entity under Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain Contracts, publishing of such Contracts

and on the register of Contracts (Act on Register of Contracts), is obligated after conclusion of the Contract with a selected Contractor to publish this Contract in the Register of Contracts. Publication of the Contract in the Register of Contracts is an obligatory condition for the Contract effectiveness. The Contracting Authority warns that some rights and obligations under the Contract, respectively, related periods, may be tied to such publication.

21.5. The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the Contractors in their tenders before making the final decision on the selection of the best tender.

21.6. The tenders or individual parts of the tenders submitted by the Contractors or excluded Contractors shall not be returned.

22. ANNEXES

- Annex 1 – Draft Contract
- Annex 2 – Tender Cover Sheet (incl. Affidavit on compliance with the Basic Capacity; Affidavit on Conflict of Interests; Affidavit on Applied Sanctions)
- Annex 3 – List of Significant Supplies
- Annex 4 – List of Subcontractors
- Annex 5 – Determination of the Total Tender Price
- Annex 6 – Manual for obtaining documents regarding Basic Capacity

Prague, dated *as per the electronic signature*

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

CONTRACT FOR SUPPLY OF NUMBERING BOXES

registered by the Client under No. 045/OS/2025
registered by the Contractor under No. . **[the Contracting Authority shall complete with
the registration number of the participant's contract, if it is specified in the Tender]**
(hereinafter referred to as "Contract")

made pursuant to Section 25 and Section 56 et seq. of the Act No. 134/2016 Coll., on
public procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., 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")

and

[the Contracting Authority shall complete with the data from the Tender]

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 referred to as 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 Contracting Authority shall complete with the data from
the Tender]**

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

Svatopluk Skřivánek, Technical specialist of Investment
Development department
e-mail: Skrivanek.Svatopluk@stc.cz
tel.: +420 236 031 419

On behalf of the Contractor: [the Contracting Authority shall complete with the data from the Tender]
e-mail: [•], tel.: [•]

I. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of a over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "*New numbering boxes for Numerota II Numbering Machine // Nové číslovače do číslovacího stroje Numerota II*" (hereinafter referred to as the "**tender procedure**"). The basis for this Contract is also the Contractor's tender for the tender 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 tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the tender documentation to the tender procedure (hereinafter referred to as the "**Tender Documentation**").
3. The purpose of this Contract is a supply of Numbering boxes for sequential numbering of czech banknotes, which will be integrated to existing Client's numbering machine, designation Numerota II (S/N 64700903), manufactured by Koenig & Bauer AG (hereinafter referred to as the "**Numerota II**").

II. SUBJECT OF THIS CONTRACT

1. The Contractor undertakes to supply the Client with **Numbering boxes for sequential numbering of Czech banknotes including all accessories and components necessary for their integration to the Numerota II**, manufactured under applicable EU directives and regulations related to the subject of this Contract according to Paragraph 2 of this Article and in quantity and technical specification defined by the Client in General Technical Specification stated in **Annex No. 1 (1a)** and in accordance with Detailed technical description of the Contractor offered components and detailed technical drawings of components necessary for integration of the Numbering boxes to the Numerota II listed in **Annex No. 1 (1b and 1c)**, which is an integral part of this Contract, and in accordance with the Tender.

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

2. The supplement of the Numbering boxes according to Paragraph 1 includes:
 - a) transportation of the Numbering boxes including liability insurance which provides cover for damage to the transported goods, DAP Praha (Incoterms® 2020),
 - b) integration of the Numbering boxes into the Numerota II **including verification of their full functionality and operational compatibility with the Numerota II** by passing the site acceptance tests (SAT) in accordance with Article VIII hereof,
 - c) on-site training of specified Client's employees in the Numbering boxes operation and maintenance for at least 4 persons conducted at the Client's Production Plant I in scope of 1 working day (hereinafter referred to as the "**operator training**"),
 - d) handover of certificates and documentation relating to the use of the Numbering boxes in English language in electronic and hardcopy version (in particular, User Manual and Spare parts list and Technical Drawings).
 - e) providing 12 months-warranty for the Numbering boxes according to the conditions and terms stated in the Article IX hereof.
3. The Client undertakes to take over the subject of this Contract as specified above in this Article, and to pay the price for it as specified herein.
4. The Contractor declares that the Numbering boxes offered and supplied by the Contractor will be compatible with new numbering machines available on the relevant market in 2025.

III. PLACE OF PERFORMANCE

The place of performance is the Client's production plant at the address: **Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic** (hereinafter "**Client's Production Plant I**"), unless this Contract or the nature of the individual actions necessary for the fulfilment of this Contract indicates otherwise.

IV. TERMS OF PERFORMANCE

1. The Numbering boxes shall be delivered by the Contractor to the Client at the Client's Production Plant I **no later than 14 weeks from taking effect of this Contract**. The Delivery Note will be signed by the Contracting Parties on the delivery of the Numbering boxes. The delivery note shall contain:
 - a) identification data of the Client and the Contractor,
 - b) the number and date of issue of the Delivery Note,
 - c) contract number;
 - d) the designation and number of the supplied components,
 - e) place and date of handover and takeover of delivery.(hereinafter the "**Delivery Note**"). If it is not possible to ensure that the Delivery Note is signed by both Contracting Parties at the time of takeover of the Numbering boxes to the Client, the Client is obliged to confirm the Delivery Note upon takeover of the Numbering boxes and send the confirmed Delivery Note to the Contractor by e-mail to the following address: **[the Contracting Authority shall complete with the data from the Tender]** no later than the day following the handover of the Numbering boxes.

2. After delivery of the Numbering boxes (i.e. after signing the Delivery Note) and based on the Client's Invitation made according to the Client's production needs, the Contractor shall ensure integration of the Numbering boxes into the Numerota II, completing the site acceptance tests (SAT), operator training and handover of the technical documents relating to the use of the Numbering boxes according to Article II Paragraph 2 point d) hereof. The Client's Invitation referred to in the previous sentence of this paragraph must be made to the Contractor by e-mail to the following address: **[the Contracting Authority shall complete with the data from the Tender]**, and the Contractor must commence the integration of the Numbering boxes into the Numerota II within 30 calendar days of receiving the Invitation at the latest. The Client expects that the integration should begin in the second half of 2026 at the earliest.
3. All activities according to the previous paragraph of this Article must be performed within 5 working days after the commencement of the integration. **The Acceptance Protocol** shall be signed by the Contracting Parties according to Article VIII paragraph 4 hereof.

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 Tender Procedure organised by the Client as the Contracting Authority.
2. The price of the subject of performance pursuant to Article II, paragraph 1 of the Contract, including the price for activities pursuant to Article II, paragraph 2, points a) to e) of the Contract (hereinafter referred to as the "**total price**") is set below in this paragraph:

(Art. II Para 1 hereof + Art. II Para 2, point e) hereof + Art. II Para 2, point d) hereof)	Supplement of the Numbering boxes (components) including handover of the documentation and providing 12 months-warranty	[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR
(Art. II Para 2, point a) hereof)	Transportation of the Numbering boxes (components) including liability insurance	[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR
(Art. II Para 2, point b) hereof)	Integration of the Numbering boxes into the Numerota II	[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR
(Art. II Para 2, point c) hereof)	Operator 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

3. A detailed breakdown of the price of the Supplement of the Numbering boxes including the unit prices of the individual components supplied is given in Annex No. 2 to the Contract.
4. The prices set in Paragraph 2 of this Article and Annex No. 2 to the Contract are maximal and final and include all costs of the Contractor for all associated costs and charges related to the production, delivery and integration of the Numbering boxes and the discharge of the Contractor's obligations under INCOTERMS 2020 DAP (defined delivery terms, i.e. mainly including packaging in non-returnable pallets, transport and delivery of the Numbering boxes to the Client, insurance of the Numbering boxes, costs associated with obtaining the documents, etc.) and 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 the integration of the Numbering boxes to the Numerota II.
5. 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 total price according to Article V Paragraph 2 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 referred to in Article V Paragraph 2 hereof, i.e. in amount [the Contracting Authority to add 30 % of the total price stated in Art. V Para. 2 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 1 week after issuance of the proforma invoice).
 - b) payment in amount of 60 % of the total price referred to in Article V Paragraph 2 hereof, i.e. in amount [the Contracting Authority shall add 60 % of the total price stated in Art. V para. 2 hereof] EUR excluding VAT after the delivery of the Numbering boxes (i.e. after signing the Delivery Note) against submitting a final invoice (tax document) for the total price. 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 Delivery Note (the date of taxable chargeable event is the date of signing of this Delivery Note). 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 Delivery Note. 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 specified part of the total 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 10 % of the total price referred to in Article V Paragraph 2 hereof**, i.e. in amount **[the Contracting Authority shall add 10 % of the total price stated in Art. V para. 2 hereof] EUR excluding VAT** after the signing of Acceptance Protocol. 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 Acceptance Protocol. 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 Acceptance Protocol.
2. 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.
3. 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 and number of the Client's order;
 - 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.
4. 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.
5. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
6. 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 7 to 10 of this Article).
7. 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.

8. 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.
9. 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.
10. 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 AND DELIVERY CONDITIONS

1. The transport of the Numbering boxes to the Client's Production Plant I 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 shipment 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 Numbering boxes to the Client.
2. The shipment of the Numbering boxes must be complete and must comply with deadline requirements specified in Article IV Paragraph 1 hereof. Partial deliveries are not permitted.
3. The Numbering boxes must be shipped in a packaging unit sufficiently protecting the Numbering boxes from damages, destruction or theft during the shipping and storage by the Client until their integration into the Numerota II. The pallets will be prepared for unloading with a forklift and their centre of gravity will always be marked. The packaging of the Numbering boxes must also allow to move the Numbering boxes in other position (e.g. laying on side or back) in necessary cases.

4. The Contractor shall deliver the Numbering boxes on business days and during the Client's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Client. Outside these hours, it is only possible to receive Numbering boxes following a previous agreement made over the phone between the Contractor and the Client's representative stated in this Contract.
5. The delivery of the Numbering boxes is considered fulfilled if it is delivered on time and properly, i.e. free of any defects in quantity, quality or legal defects.
6. The ownership title to the Numbering boxes supplied on the basis of this Contract shall pass on the Client at the moment of takeover of the Numbering boxes, i.e. at the moment the Delivery Note is signed by the Client. The risk of damage to the Numbering boxes shall pass to the Client at the same moment.

VIII. INTEGRATION OF THE NUMBERING BOXES

1. The Contractor shall ensure that the Numbering boxes are completely installed and fully functional, integrated in the Numerota II, and ready for use for its intended purpose. The Contractor shall hand over the related documentation specified in Article II Paragraph 2, point d) hereof. **The Contractor warrants that such documentation shall be complete, accurate, and reflect the requested configuration and functionality of the delivered Numbering boxes and their integration in Numerota II.** A partial handover or deficiencies preventing the normal use of the Numbering boxes or the Numerota II are not acceptable.
2. For the Contractor's technician who integrates the delivered Numbering boxes at the Client's Production Plant I, the Client shall ensure a lockable room/cabinet where the technician may store his necessary boxes and tools for performance of the subject hereof.
3. After the Numbering boxes are integrated in the Numerota II, the site acceptance tests (SAT) shall be performed at the Client's Production Plant I within the term according to Article IV Paragraph 2 and 3 to this Contract, using the procedure specified in Testing of the Numbering boxes listed in **Annex No. 3**, which is an integral part of the Contract. 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.
4. After successful passing the site acceptance tests (SAT) the **Acceptance Protocol** shall be signed, whose template is attached as **Annex No. 4**, which is an integral part hereof (hereinafter referred to as the "**Acceptance Protocol**"). By signing Acceptance Protocol the Client confirms the Numbering boxes integration in the Numerota II, operator training and handover of certificates and technical documents and successful passing the site acceptance tests (SAT). Acceptance Protocol shall be issued by the Client in two copies, which shall be signed by at least by one of both Contracting Parties' representatives authorised to negotiate in factual and technical matters, and each Party shall receive 1 copy. The Acceptance Protocol may be signed also by the technician of the Contractor, who is present during the site acceptance tests (SAT). If any defects are identified which do not prevent the normal use of the Numbering boxes or Numerota II, they shall be described in Acceptance Protocol, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree upon any period for elimination of the defects, then it applies that the defects must be eliminated within 2 weeks from the date of Acceptance Protocol issuance.
5. Any deficiencies preventing or hampering the use of the Numbering boxes in a normal way shall be a reason for not signing of the Acceptance Protocol. A report of this 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 non-acceptance.

6. The Contractor represents that, as of the date of acceptance by the Client, the Numbering boxes is and shall remain free from any third-party rights or encumbrances.

IX. LIABILITY FOR DEFECTS AND QUALITY WARRANTY

1. The Contractor shall deliver the Numbering boxes in the quality and make as determined hereby. The Contractor is responsible for Numbering boxes 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 proper and professional make reaching the state-of-the-art standard. The Contractor is responsible for the compliance of the subject of Contract with Annex No. 1 (1a and 1b) and is responsible for ensuring full and proper integration of the Numbering boxes in the Numerota II.
2. The warranty period for the Numbering boxes quality and their integration in the Numerota II is **12 months** from the date of signing of the Acceptance protocol confirming successful completion of site acceptance test (SAT).
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 Numbering boxes or Numerota II, normal wear, or handling of the Numbering boxes in a manner that is not approved by the Contractor in advance. The quality warranty applies on condition that the Numbering boxes are properly operated and maintained in accordance with the operating and maintenance instructions, supplied by the Contractor.
4. The Client may claim defects in the delivered Numbering boxes or components necessary for their integration in the Numerota II (hereinafter for the purposes of this Article referred to as the "**Other components**") or their integration in the Numerota II at any time from their delivery (i.e. signing of the Delivery Note) respectively or from the completion of the integration during the entire Warranty Period. The Numbering boxes or Other components are considered defective, if not delivered in accordance with this Contractor Tender.
5. A complaint/report of the defects must be filled in writing, i.e. by email to the following address: **[the Contracting Authority shall complete with the data from the Tender]**. In complaint/ report of the defects 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). If the Contractor deems it necessary, the Client will send the defective components to the Contractor for assessment.
6. The time limit for acknowledging or rejecting of a complaint about defects in the delivered Numbering boxes or Other components is 10 working days from the date of delivery of the complaint to the Contractor. If the Contractor does not comment within this period, the complaint is considered accepted.
7. If the Numbering boxes or Other components suffer defect(s), the Client is entitled to:
 - a. Have the defect removed through a new supply of perfect Numbering boxes or Other components;
 - b. Have the defect removed through the supply of the missing Numbering boxes or Other components;
 - c. Demand an adequate discount on the price.

The choice of the entitlement resulting from defective goods always lies with the Client.

8. The Contractor is obliged to eliminate defects of the Numbering boxes or Other components by delivery of replacement (new or missing) Numbering boxes or Other components within 3 weeks from the decision on the recognition of the complaint under paragraph 6 of this Article.
9. The Contractor is obliged to respond to the Client and give its opinion regarding a reported defect in integration of the Numbering boxes into the Numerota II manifested by malfunction of the Numerota II or incorrect numbering of banknotes as soon as possible, but no later than within 24 hours from filling of the complaint/repost of the defect; subsequently to ensure the elimination of the identified defect within 6 working days, provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. The Contractor guarantees to the Client that all spare parts which will be used for removing defects shall be original and new. In exceptional cases where a longer period of time for repair is required because the required spare part is not currently available, 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 warranty service shall be provided by the Contractor from the Contractor's registered office.
11. If there is a danger that the defects may cause death or harm the health of persons, cause damage to the Numerota II 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.
12. 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.
13. Should any reported defects not be eliminated by the Contractor in compliance with the provisions of Paragraph 9 of this Article, the Client is entitled to eliminate the defects or have them eliminated, in both cases at Contractor's expense.
14. The warranty period for any parts repaired or replaced by the Contractor as part of the activities according to the paragraph 9 of this Article during the warranty period shall apply till the end of the warranty period, or for 12 months from the repair or replacement carried out, depending on whichever occurs later.
15. 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.
16. The Contracting Parties have agreed that carrying out the activities described in Paragraph 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. SANCTIONS

1. In the event that Contractor is in delay with the fulfilment of the deadline pursuant to Article IV Paragraph 1, 2 or 3 hereof, the Contractor is obliged to pay a contractual penalty in the amount EUR 360 for each started day of delay.
2. In the event of the Contractor is in delay with remedying defects pursuant to Article VIII Paragraph 4 hereof the Contractor is obliged to pay a contractual penalty in the amount of EUR 360 for each started day of delay.

3. In the event that the Numbering boxes does not meet the requirements of Article VIII Paragraph 5 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 360 for each case of violation of these obligations.
4. In the event that the of Contractor is in delay within any of the deadlines specified in Article IX Paragraph 8 or 9 hereof, the Contractor is obligated to pay a contractual penalty in the amount of EUR 360 for each started day of delay or part thereof.
5. In the case of a breach of any of the obligations resulting from Article XI Paragraph 11, 13 or 14 of this Contract by the Contractor, or if the statement in Article XI Paragraph 10 or 12 hereof turns out to be false, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 4 000 for each case of violation of these obligations.
6. In the case of violation of the obligations resulting from Article XII 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.
7. 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 Coll., for each started day of delay.
8. 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 Client.
9. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.
10. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.

XI. 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 80 000 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 integration of the Numbering boxes into the Numerota II 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 activities 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 boxes when performing the subject matter of this Contract;
 - 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 **"SRZ"**) only on the basis of an entry identification card authorized to enter the SRZ 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);
 - f) 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. 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 of the tender procedure and under the conditions specified in Tender Documentation of the Tender Procedure,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of 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. By signing this Contract, the Contractor declares that it complies with the obligations specified in this point d. and undertakes to comply with them for the entire duration 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.

10. 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.

11. 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.
12. 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.
13. 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 this Contract, subcontractors, suppliers or entities, referred to in the Paragraph 13 point. a) or b) or c) of this Article whose capacities are being relied on within the meaning of the public procurement legislation.
14. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Paragraph 10, 11, 12 or 13 of this Article, the Contractor undertakes to immediately once the Contractor finds out about the change of circumstances, inform the Client of this fact in writing.

XII. PROTECTION OF INFORMATION

1. The Contracting 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 Contracting 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 Contracting 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 Contracting 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 Coll., on Personal Data Protection, as amended, 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 Contracting 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 Contracting Parties based on authorisation specified in applicable legal regulations.
7. The Contracting 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 Contracting 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 XVI Paragraph 8 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.

XIII. 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 shall terminate
 - a) by discharge within the meaning of § 1908 et seq. of the Civil Code;
 - 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.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) the Contractor is in delay with delivery of the Numbering boxes more than 2 month from the delivery term stated in the Article IV Paragraph 1 hereof;
 - b) a failure to meet the Technical specification of the Numbering boxes stated in the Annex No. 1 (1a and 1b) hereof;
 - c) the Numbering boxes 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) the Contractor's statements referred to Article VI paragraph 7 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 7 hereof;
 - f) the Numbering boxes does not meet the requirements of Article VIII Paragraph 4 hereof, even after the expiration of the term stated in the previous written Client's request for remedy;
 - g) breach of obligation under Article XI Paragraph 1 hereof;
 - h) breach of obligation under Article XI Paragraph 9 point c) hereof;
 - i) breach of obligation under Article XI Paragraph 10 or 11 or 12 or 13 or 14 hereof;
 - j) breach of Article XII 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.

4. 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 postal service provider.
5. 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.

XIV. 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.

XV. 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 Contracting 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 Goods of 11 April 1980, known as the Vienna Convention, is excluded by this Contract.

XVI. FINAL PROVISIONS

1. The rights and obligations arising out of the present Contract may not be assigned to a third party without the consent of the other Contracting Party.
2. Subject to the conditions set out in Paragraph 1 of this Article, the present Contract shall be equally binding for the respective legal successors of the contracting parties.
3. The Contracting 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 and in the event according to Article XI Paragraph 9, point c) hereof; such changes are effective on the date, when the writing notice (at least an e-mail) on such change is delivered to the other Party.
4. 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.
5. 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.
6. 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 XIII hereof.
7. 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 fulfill its obligations according to the first sentence of this paragraph, and the Contractor, despite prior written notice from the Client, continues to fail to fulfill these obligations or does not seek remedial action, the Client has the right to withdraw from this Contract under the conditions specified in Article XIII of this Contract.
8. 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 Coll., 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.

9. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
10. 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.
11. The following Annexes form an integral part of this Contract:

Annex No. 1: Technical specification

- 1.a: General technical specification [the Participant to fill according to the instruction stated in the Art. 15.2 (1.) of the Tender Documentation]
- 1.b: Detailed technical description of the offered components in writing [the Participant to submit according to the instruction in the Art. 15.2 (2.) of the Tender Documentation]
- 1.c: Detailed technical drawings of components necessary for integration of the Numbering boxes to the Numerota II [the Participant to submit according to the instruction in the Art. 15.2.(3.) of the Tender Documentation]

Annex No. 2: Price breakdown [the Participant is in accordance with Article 7.1 of the Tender Documentation obliged to fill in Annex No. 5 of of the Tender Documentation as part of its Tender, Annex No. 2 of the Contract will be created from this document, which will be supplemented here]

Annex No. 3: Testing of the Numbering boxes

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

In Prague, date _____

In [•], date _____

For the Client:

For the Contractor:

Tomáš Hebelka, MSc

Chief Executive Officer

Státní tiskárna cenin, s. p.

[the Contracting Authority shall complete with the data from the Tender]

[the Contracting Authority shall complete with the data from the Tender]

[the Contracting Authority shall complete with the data from the Tender]

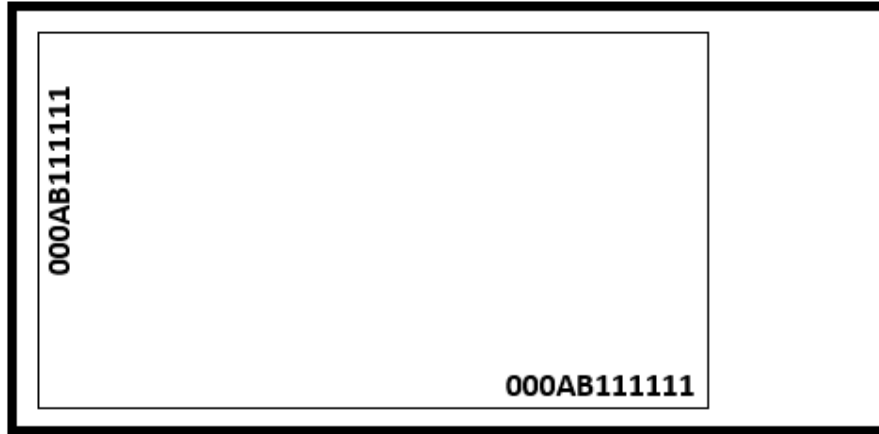
1. General Technical Specification of the Numbering boxes for sequential numbering of banknotes

Required technical parameters

Nr.	Request of Contracting Authority:	Required amount (pcs)	The declaration of supplier that it meets all the requirements of the Contracting Authority:
1	Numbering boxes with typical print: 000AB111111 (horizontal + vertical) A = Letter wheel 11 division B = Letter wheel 11 division 0 = Figure wheel 11 division, engraved 0-9 and low blank 1 = Figure wheel automatic counting re: orientation of vertical print see enclosed Picture 1	120	[YES / NO]
2	11 digits, forward counting, Pre-Inking device for the automatic figure wheels; Designed for printing speed minimal 10.000 sheet per hours	-	[YES / NO]
3	Engraving: OCR-B no. 302 for figures and OCR-B no. 304 for letters with increased figure height 3,3 mm, center distance 3,32 mm	-	[YES / NO]
4	Letter wheels, horizontal - engraved: ABCDEFGHIJ and low blank	120	[YES / NO]
5	Additional letter wheels, horizontal - engraved: KLMNOPQRST and low blank	120	[YES / NO]
6	Additional letter wheels horizontal - engraved: UVWXYZZZZZ and low blank	120	[YES / NO]
7	Letter wheels, vertical - engraved: ABCDEFGHIJ and low blank	120	[YES / NO]
8	Additional letter wheels, vertical, Position 7 - engraved: KLMNOPQRST and low blank	60	[YES / NO]
9	Additional letter wheels, vertical, Position 8 - engraved: KLMNOPQRST and low blank	60	[YES / NO]
10	Additional letter wheels, vertical, Position 7 - engraved: UVWXYZZZZZ and low blank	60	[YES / NO]
11	Additional letter wheels, vertical, Position 8 - engraved: UVWXYZZZZZ and low blank	60	[YES / NO]
12	Split design (base + numbering wheels assembly) to maintain adjusted position of a print	-	[YES / NO]
13	Tool less daily use ("click-in" design)	-	[YES / NO]
14	Same base for horizontal and vertical numbering	120	[YES / NO]
15	Common spare parts for horizontal and vertical numbering boxes	-	[YES / NO]
16	Use of different fonts / pitches in one common wheels assembly	-	[YES / NO]
17	Modification of existing numbering machine Koenig & Bauer AG Numerota II (S/N 64700903)		
18	Cams with single sided cam track, for horizontal print	5	[YES / NO]
19	Cams with single sided cam track, for vertical print	5	[YES / NO]
20	Holding rings	10	[YES / NO]

21	Counterweights	80	[YES / NO]
22	Center rings for cams	2	[YES / NO]
23	Setting gauge for inking rollers	2	[YES / NO]

Picture 1



SAT Testing of the Numbering boxes

SAT TESTS OF NEW NUMBERING BOXES FOR NUMEROTA II

The Client will evaluate the level of adequate quality and stability of numbering application, ease of installation and replacement of numbering boxes (horizontal and vertical) while maintaining precise position in accordance with the requirements of the technical specification (hereinafter referred to as the “Device”).

I. Tested material:

2000 sheets will be numbered horizontally and vertically as part of the tests;
printed material in the range of 80 g/m² - 90 g/m²
paper formats in the range of 590x570 - 710x530 mm
printed material - supplied by STC

II. Acceptance / Check of the condition, quality, number of additional materials ordered with the delivery of the machine

- new cams
- new holding rings
- new counterweights and center rings
- base parts of numbering boxes
- wheels assembly parts
- additional letter wheels
- additional number wheels
- functionality of setting gauge for inking rollers






(template)
Acceptance Protocol

Numbering boxes for the Numerota II
(hereafter referred to as the "Numbering boxes")

Model: 

Serial No.: 

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: 
with its registered office 
registered  administered by 
Comp. Reg. No.: 

The Client:

- a) hereby confirms the integration of the Numbering boxes into the Numerota II and the acceptance of all necessary documents and technical documentation specified in the Contract No. 045/OS/2025 (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 Numerota II the final acceptance test (SAT) was successfully completed and that no defects or deviations were reported. The Numbering boxes and their integration into the Numerota II complies with the requirements and technical parameters specified by the Client under the Contract.

NOTES:



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]

TENDER COVER SHEET	
Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	New numbering boxes for Numerota II Numbering Machine // <i>Nové číslovače do číslovacího stroje Numerota II</i>
Key identification data	
Contracting authority	
Name:	Státní tiskárna cenin, s. p.
Registered office:	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Drahokoupil Šenoldová
E-mail:	senoldova.zuzana@stc.cz
Contractor	
Name:	[To be filled by the Contractor]
Registered office:	[To be filled by the Contractor]
Correspondence address:	[To be filled by the Contractor]
Company Reg. No., Tax Reg. No.:	[To be filled by the Contractor]
Person competent to act on behalf of the Contractor:	[To be filled by the Contractor]
Contact person:	[To be filled by the Contractor]
Tel.:	[To be filled by the Contractor]
E-mail:	[To be filled by the Contractor]
Small or medium-sized enterprise	YES / NO
(hereinafter the „ Contractor “)	

1) AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

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

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.

Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.

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 must also comply with this requirement.

If the tender is being submitted by a branch of a Czech legal entity, then the given legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor and the manager of the branch must also comply 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) AFFIDAVIT ON CONFLICT OF INTERESTS

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 interests², 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) AFFIDAVIT ON APPLIED SANCTIONS

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

² 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.

- 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.

4) AFFIDAVIT OF ACCEPTANCE OF THE DRAFT CONTRACT

As a person authorized to act in the name of or for the Contractor, hereby declare that the Participant fully and unconditionally accepts the Draft Contract. **The Contractor acknowledges that if it is the selected supplier in this public contract, it will conclude a contract with the Contracting Authority in this wording.**

Data to complete the Draft Contract:	
Contract number (optional):	[To be filled by the Contractor]
Bank details:	[To be filled by the Contractor]
Bank account number:	[To be filled by the Contractor]
IBAN:	[To be filled by the Contractor]
SWIFT:	[To be filled by the Contractor]
Representatives authorized to negotiate in contractual and economic matters (name):	[To be filled by the Contractor]
Representatives authorized to negotiate in factual and technical matters (name):	[To be filled by the Contractor]
E-mail address:	[To be filled by the Contractor]
Telephone contact:	[To be filled by the Contractor]

E-mail address for confirming the Delivery Note according to Sec. IV (1) of the Draft Contract:	[To be filled by the Contractor]
E-mail address for sending the Invitation according to Sec. IV (2) of the Draft Contract:	[To be filled by the Contractor]
E-mail address for sending complaints/reports of defects according to Sec. IX (5) of the Draft Contract:	[To be filled by the Contractor]
The person(s) who will sign the Draft Contract, if is different from the person named on the first page of this Tender Cover Sheet, including the indication of the function from which the person is signing the Draft Contract:	[To be filled by the Contractor]

LIST OF SIGNIFICANT SUPPLIES

Public Contract Name:

“New numbering boxes for Numerota II Numbering Machine // *Nové číslovače do číslovacího stroje Numerota II*”

Name of Contractor (incl. legal form):	[To be filled by the Contractor]
Registered office:	[To be filled by the Contractor]
Reg. No.:	[To be filled by the Contractor]

In accordance with the contracting authority's requirement stated in the Tender Documentation, I shall list the significant supplies provided in the last 3 years prior to the commencement of the tender procedure:

Name of the contractor who provided the performance:	[To be filled by the Contractor]
Name of the client the contract was performed for:	[To be filled by the Contractor]
Period of performance (in details of months):	[To be filled by the Contractor]
Scope of performance (subject):	[To be filled by the Contractor]
Financial volume (sum) for the performance:	[To be filled by the Contractor]
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)	[To be filled by the Contractor]

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

LIST OF SUBCONTRACTORS

Public Contract Name:

**New numbering boxes for Numerota II Numbering
Machine // *Nové číslovače do číslovacího stroje
Numerota II***

Name of Contractor (incl. legal form):	[To be filled by the Contractor]
Registered office:	[To be filled by the Contractor]
Reg. No.:	[To be filled by the Contractor]

(hereinafter “the Contractor”)

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 Public Contract.

A)

Subcontractor

[To be filled by the Contractor]

with their registered office at:

[To be filled by the Contractor]

represented by:

[To be filled by the Contractor]

Reg. No.:

[To be filled by the Contractor]

Type and scope of performance to be provided by the subcontractor: [To be filled by the Contractor]

The share (%) of such supplies, services and works in the subject matter of the Public Contract to be realised by the subcontractor: [To be filled by the Contractor]

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

X

2) As a tenderer under the aforementioned tender procedure, we hereby solemnly declare that we do not intend to assign any part of the Public Contract to any subcontractor.³

³ 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.

Annex 5 - Determination of Total Tender Price

The participant is obliged to fill **in the first sheet**. Subsequently, Annex No. 2 to the Draft Contract will be created from its second sheet, which will be attached by the Contracting Authority as part of the finalization of the contract before its signing. The remaining tender prices, respectively their identical amounts, will be entered by the Contracting Authority into the corresponding provisions of the Draft Contract as part of the finalization of the contract before its conclusion.

The supplier is obliged to fill in the first sheet only and **all fields highlighted in yellow in column F** with non-zero prices in EUR without VAT, accurate to two decimal places.

The supplier is obliged submit the filled documents **in .xls or similar format of document**.

Item No.	Name of the Item		Description	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Quantity	Total price in EUR excl. VAT	
1	Supplement of the Numbering boxes (components)	Numbering wheels assembly - horizontal incl. figure wheels	Including handover of the documentation according to the Art II Para 2, point d) of the Draft Contract and providing warranty according to the Art II Para 2, point e) of the Draft Contract	Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Letter wheels, horizontal - engraved: ABCDEFGHU and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	120	- €
		Additional letter wheel, horizontal, engraved: KLMNOPQRST and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	120	- €
		Additional letter wheel horizontal, engraved: UVWXYZZZZ and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	120	- €
		Numbering wheels assembly - vertical incl. figure wheels		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Letter wheels, vertical - engraved: ABCDEFGHU and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	120	- €
		Additional letter wheel, vertical, Position 7, engraved: KLMNOPQRST and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Additional letter wheel, vertical, Position 8, engraved: KLMNOPQRST and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Additional letter wheel, vertical, Position 7, engraved: UVWXYZZZZ and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Additional letter wheel, vertical, Position 8, engraved: UVWXYZZZZ and low blank		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	60	- €
		Base for horizontal and vertical numbering		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	120	- €
		Cam with single sided cam track, for horizontal, split design		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	5	- €
		Cam with single sided cam track, for vertical, split design		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	5	- €
		Holding ring		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	10	- €
		Counter weight		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	80	- €
		Center ring for cams		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	2	- €
		Setting gauge for inking rollers		Art. II Para 1 hereof + Art. II Para 2, point e) of the Draft Contract	piece	- €	2	- €
2	Transportation of the Numbering boxes (components) including liability insurance			Art. II Para 2, point a) of the Draft Contract	complet	- €	1	- €
3	Integration of the Numbering boxes into the Numerota II			Art. II Para 2, point b) of the Draft Contract	complet	- €	1	- €
4	Operator training			Art. II Para 2, point c) of the Draft Contract	complet	- €	1	- €
Total Tender Price relevant for Evaluation (in EUR excl. VAT):								- €

Annex No. 2 Price breakdown						
A detailed breakdown of the price of the Supplement of the Numbering boxes including the unit prices of the individual components pursuant to Art. V. Para 3 of the Contract (pursuant to the Art. II Para 1 hereof and Art. II Para 2, point e) of the Contract:						
	Name of the Item		Unit of measurement	Price per unit of measurement in EUR excl. VAT	Quantity	Total price in EUR excl. VAT
1	Numbering wheels assembly - horizontal incl. figure wheels	Including handover of the documentation according to the Art II Para 2, point d) of the Contract and providing warranty according to the Art II Para 2, point e) of the Contract	piece	- €	60	- €
2	Letter wheels, horizontal - engraved: ABCDEFGHIJ and low blank		piece	- €	120	- €
3	Additional letter wheel, horizontal, engraved: KLMNOPQRST and low blank		piece	- €	120	- €
4	Additional letter wheel horizontal, engraved: UVWXYZZZZZ and low blank		piece	- €	120	- €
5	Numbering wheels assembly - vertical incl. figure wheels		piece	- €	60	- €
6	Letter wheels, vertical - engraved: ABCDEFGHIJ and low blank		piece	- €	120	- €
7	Additional letter wheel, vertical, Position 7, engraved: KLMNOPQRST and low blank		piece	- €	60	- €
8	Additional letter wheel, vertical, Position 8, engraved: KLMNOPQRST and low blank		piece	- €	60	- €
9	Additional letter wheel, vertical, Position 7, engraved: UVWXYZZZZZ and low blank		piece	- €	60	- €
10	Additional letter wheel, vertical, Position 8, engraved: UVWXYZZZZZ and low blank		piece	- €	60	- €
11	Base for horizontal and vertical numbering		piece	- €	120	- €
12	Cam with single sided cam track, for horizontal, split design		piece	- €	5	- €
13	Cam with single sided cam track, for vertical, split design		piece	- €	5	- €
14	Holding ring		piece	- €	10	- €
15	Counter weight		piece	- €	80	- €
16	Center ring for cams		piece	- €	2	- €
17	Setting gauge for inking rollers		piece	- €	2	- €
	Price of Supplement of the Numbering boxes (components) :					- €

MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

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

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

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

Other useful sources of information are at the following websites:

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

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

(1) Criminal Registers/Clearance

In accordance with Sec. 75(1) (a) of the Act⁴: an entry in the Criminal Records in respect of Section 74 (1) a),”

a) of legal entity and

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

in relation to the country of its registered office.

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

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

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

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

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

⁴ Please find the English version of the Act under this link: <https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134-2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf> . Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

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

(2) Tax and Social Confirmations

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

+

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

Both of these requirements/documents shall be proved:

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

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

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

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

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

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

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

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

Contact address of Czech authorities for foreigner suppliers:

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

Address: Štěpánská 28, 112 33 Praha 1

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

Phone: +420 224 041 111

Email: podatelna2001@fs.mfcr.cz

Note that administrative fee of 100 CZK shall be paid.

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

Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8

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

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

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

Phone: +420 283 104 543, Mrs Kložová

Email: jitka.klozova@cssz.cz

No fee shall be paid.

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

Contact address of Czech authorities for domestic suppliers:

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

(3) Commercial Register

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

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

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

Annexes:

Annex 1a – Form financial_CZE

Annex 1b – Form financial_ENG

Annex 2a – Form social_CZE

Annex 2b – Form social_ENG

ANNEX 1a (Form_financial_CZE)

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

[nebo jiný místně příslušný finanční úřad]

V [] dne []

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

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

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

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

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

Email: []
Telefon: []

Přílohy:

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

“Signature”

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

ANNEX 1b (Form_financial_ENG)

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

[or different locally competent Tax Authority Office]

In _____ date _____

Application for a certificate of non-existence of tax arrears

We hereby request for a certificate of non-existence of tax arrears for the company ["name, seat and ID number of your company"], in order to prove basic capacity under the provisions of § 74 paragraph 1 (b) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract ["fill name of the public contract"] of the contracting authority **Státní tiskárna cenin, s. p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, ID number: 00001279 (hereinafter referred to as the "**Contracting Authority**").

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

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

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

Email: _____

Phone : _____

Annexes:

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

"Signature"

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

"Name of your company"

ANNEX 2a (Form_social_CZE)

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

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V _____ dne _____

Žádost o vystavení potvrzení o bezdlužnosti

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

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

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

Email: _____

Telefon: _____

Přílohy:

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

“Signature”

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

ANNEX 2b (Form_social_ENG)

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

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

We hereby request a certificate of non-indebtedness to the company ["name, seat and ID number of your company"], in order to prove basic capacity under the provisions of § 74 paragraph 1 (d) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract ["fill name of the public contract"] of the contracting authority **Státní tiskárna cenin, s. p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, ID number: 00001279 (hereinafter referred to as the "Contracting Authority").

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

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

Email: _____

Phone : _____

Annexes:

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

"Signature"

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

"Name of your company"