

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:

Mgr. Marek Šimandl, MPA
CEO

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)

Numbering sheet printing machine for producing banknotes

(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	Mgr. Marek Šimandl, MPA, CEO
Contact person	Šárka Kadlecová
E-Mail	kadlecova.sarka2@stc.cz
Contracting Authority's profile / electronic instrument	https://mfcr.ezak.cz/profile_display_53.html
Data box identifier	hqe39ah

(hereinafter the “**Contracting Authority**” or 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 subject matter of the Public Contract is the supply to the Client of 1 (one) piece of **Numbering sheet printing machine for producing banknotes**, including all other related and required accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of the Public Contract, in accordance with the Draft Contract and its Annexes attached to this TD as Annex No. 1 , and within the terms stated in the Time Schedule for Delivery of the Numbering device attached to Draft Contract as Annex No. 3, which is an integral part hereof.

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

- 3.2. The supplement of the Device according to paragraph 3.1 includes:
- a) transportation of the Device including liability insurance which provides cover for damage to the Device, with a compensation limit as determined in Article XIII paragraph 1 of Draft Contract, DAP Prague (Incoterms® 2020),

- b) passing FAT in accordance with Article VIII of Draft Contract, installation and commissioning of the Device, passing SAT in accordance with Article IX of Draft Contract, including 60 calendar days of Device test run.
 - c) on-site training of specified Client's employees in the Device operation and maintenance for at least 5 persons (hereinafter referred to as the "operator training"), conducted at the Client's Production Plant I for a minimum of 15 working days (8 hours per day, 60 minutes per hour) and conducted at the Contractor's Production Plant in the same range,
 - d) handover of certificates and documents (information) relating to the use of the Device, as specified in Annex No. 2 to the Draft Contract (in particular, operating and maintenance instructions, technical documentation in the Czech language).
- 3.3. The subject of the Public Tender also includes the handover of a list of all installed computers, including the basic parameters, and software, which is part of the delivery under the Draft Contract and provided in the current and supported version, including identification numbers and software license numbers. The above list must contain specific information whether the OEM (Original Equipment Manufacturer) version is used or not. If this SW identification is missing, it is understood that this is not an OEM version.
- 3.4. The Contractor also undertakes to provide **warranty maintenance, preventive inspections and maintenance, out-of-warranty maintenance of the Device and on demand the Remote technical support services** according to the conditions and terms stated in Article X and XI of Draft Contract.
- 3.5. A more detailed description of the subject matter of the Public Tender is provided in the Draft Contract, which is Annex No. 1 to this TD.
- 3.6. The Contracting Authority, in accordance with Section 100, paragraph 1 of the Act, reserves the right to apply the following reserved changes to the obligation, particularly in the event of its operational needs:
- a) Ensuring the relocation and reinstallation of the Device to a new installation location including supplement of a Pre-pilling device. Details of this reserved change of the obligation are set out in Article XVI, paragraph 1 point 1.1 of the Draft Contract.
 - b) Expansion of the Device with a varnishing unit; Details of this reserved change of the obligation are set out in Article XVI, paragraph 1 point 1.2 of the Draft Contract.
 - c) Increase in the price for the Servicing - inflation clause; Details of this reserved change of the obligation are set out in Article V, paragraphs 6 to 9 of the Draft Contract.
 - d) Increase of the prices for the performance of the reserved change to the obligation according to point a) and/or b) of this paragraph – inflation clause; Details of this reserved change of the obligation are set out in Article XVI, paragraph 1, point 1.1, bullet ix. and Article XVI, paragraph 1, point 1.2, bullet v. of the Draft Contract.
- 3.7. **Wider societal interests:**
- According to Sec. 6 (4) of the Act the Contracting Authority is obligated to abide by 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
42991200	Printing machinery
30171000	Dating or numbering machines
79812000	Banknote printing services
50530000	Repair and maintenance services of machinery
50532000	Repair and maintenance services of electrical machinery, apparatus and associated equipment

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of the Public Contract is **not published**.

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 shall, as part of its tender, fill in its unit prices in EUR in Annex No. 3 to this TD ("**Evaluation Model**"), in accordance with all the requirements of the Contracting Authority and in the structure required by this Annex. Instructions for completing Annex No. 3 are provided in this Annex, below the table on the sheet "1. Evaluation Model".
- 7.2. The Contractor's unit prices shall be multiplied by the estimated off-take quantity set out in Annex 3 to this TD (the scope of the preventive inspections and maintenance is specified by the supplier). These resulting totals will be further added together to form the tender price to be evaluated. The Contracting Authority will include same prices in the Draft Contract during the finalization process prior to the conclusion of the Contract with the selected supplier. **The Annex No. 9 of the Draft Contract titled "The scope of the preventive inspections and maintenance" will be automatically generated based on the data provided by the selected supplier in Annex No. 3 of this TD, this data will become binding upon conclusion of the contract.**

(hereinafter referred to as the "**Total tender price**").
- 7.3. The Contracting Authority states that the estimated quantities given in sheet "1. Evaluation model" of the Annex 3 to this TD are not binding on either the Contracting Authority or the Contractor and are for the purpose of evaluating tenders only. The data provided by the selected supplier in sheet "2. Preventive inspections" of this Annex will become binding upon conclusion of the contract.

- 7.4. The tender price 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.
- 7.5. The Contracting Authority requests that the participants stipulate their unit prices with the precision of **two** decimal places.
- 7.6. The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 7.7. The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; **the Contracting Authority does not permit a zero price.**
- 7.8. The Contractor is responsible for the correctness of a prospective VAT rate and size determination during the performance of the Public Contract, as well as any other **fees and taxes, in accordance with regulations in force.**

8. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Prague, Czech Republic**, specifically:

Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, unless the nature of the individual actions necessary for the fulfilment of this Contract indicates otherwise.

The Contracting Authority hereby notifies the Contractor that, to successfully perform this public contract, the Contractor must comply with the following restrictions related to the place of performance (Production Plant I):

- dimensions of the transport opening: 2030 mm
- height of the machine at the installation site: 3820 mm

The place of performance may change following the activation of the relevant reserved changes to the obligation in accordance with the Draft Contract.

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 **July 2026**.
- 9.2. Period of performance of the Public Contract:
 - **delivery terms are determined in the Art. IV of the Draft Contract and in Annex No. 3 of the Draft Contract “Time Schedule”.**

10. QUALIFICATION REQUIREMENTS

- 10.1. **Compliance with the qualification requirements**

10.1.1. The Contractor is required to prove its qualifications at the latest by the tender submission deadline.

10.1.2. 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 + Affidavits).

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.**

10.3. **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.

10.4. **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 No. 5 of TD).

10.5. **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.

10.6. **Technical qualification**

In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 1 significant supply** completed by the Contractor during the **last 5 years before the commencement of the procurement 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 like the subject matter of this Public Contract, that means **a delivery and installation of** numbering sheet printing machine for producing banknotes.
- **The financial value of the significant supply was at least 3.000.000,- EUR excl. VAT.**

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,
- 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,
- 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 template attached in Annex 2 TD hereof for proving fulfilment of the technical qualification.

10.7. **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 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.**

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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 regarding the information contained therein. The Contractor shall be qualified to the extent shown in the certificate.

10.12. 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 2 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 2 to this TD).

10.13. 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 criterion		Weight in %
A	Total tender price (tender price incl. life cycle costs) in EUR excl. VAT in accordance with the Annex 3 hereof	100%

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 a complete Draft Contract as part of its tender but is required to submit Annex No. 1 of the Draft Contract "Technical Specification", which is an integral part of the Participants bid The Draft Contract shall be completed prior to the conclusion of the contract with the selected supplier and the Contracting Authority. 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 No. 2 of this TD (Tender cover sheet + Affidavits).
- 12.3. In case of a joint tender, the persons authorized to act on behalf of each participant will be listed in the Annex No. 2 ("Tender Cover Sheet + Affidavits") 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: kadlecova.sarka2@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://mfc.ezak.cz/profile_display_53.html.**
- 14.5. The Contracting Authority hereby emphasises that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public procurement processes and conformity certification, in communication by means of an **electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument.**

- 14.6. The Contracting Authority further emphasises that 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**.
- 14.7. **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
1.	Completed Annex No. 1a of the Draft Contract "General Technical Specification of the Numbering machine"	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, and the supplier will be excluded.
2.	Drawing of the Device into a technical drawing of the installation site with the headroom 3.820 mm	The Contracting Authority requires the Contractor to draw the offered Device in the recommended orientation in the Installation Site Drawing attached as Annex 4 to this TD " Installation Site Drawing ", which is binding for Contractors. The requested drawing shall be part of the Contractor's tender, in JPG form.
3.	Detailed technical description of the offered Device, Varnishing unit and Pre-pilling device in writing	The description of all devices must include at least the dimensions and weight of the devices offered, connection points, including installation requirements (requirements for electricity, service, and connection, as well as extraction and other requirements, if applicable). The supplier may also submit catalogue sheets, if available. The supplier shall submit 3 separate technical descriptions.

4.	Detailed technical drawing of the offered Device, Varnishing unit and Pre-pilling device	<p>The technical drawing shall contain min. data of the offered devices: dimensions, weight, operating location (minimum place for the operation and service of the offered devices), connection points and their parameters, floor plan, side view, environmental requirements (temperature, humidity, etc.)</p> <p>The supplier shall submit 3 separate technical drawings, specifically:</p> <ul style="list-style-type: none"> - Technical drawing for offered Device, - Technical drawing for offered Device including Pre-pilling device, - Technical drawing for offered Device including Varnishing unit and Pre-pilling device.
5.	User manual for the offered Device, Varnishing unit and Pre-pilling device	<p>The Contractor shall submit a user manual for the offered devices. If the user manual with maintenance plan for these devices is not available, the Contractor may replace it with the user manual or with other documents of a similar devices that has basically the same user manual, i.e. the device that is supplied as standard. The required user manual will be submitted in the Czech language or English for the purposes of the Tender.</p>

- **Document “Type 1” submitted in accordance with this section hereof is a part of Annex No. 1a of the Draft Contract.**
- **Document “Type 2” submitted in accordance with this section hereof shall create a part of Annex No. 1b of the Draft Contract.**
- **Document “Type 3” submitted in accordance with this section hereof shall create Annex No. 1c of the Draft Contract.**
- **Document “Type 4” submitted in accordance with this section hereof shall create Annex No. 1d 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 his tender (Annex No. 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 his tender (Annex No. 2 of this TD).

16. VISIT TO THE PLACE OF PERFORMANCE

16.1. Visit to the place of performance including the transport way shall take place **on 30. 04. 2026 in 11:00 AM.**, at the **Production plant I – Růžová 943/6, Nové Město, 11 0 00 Praha 1, Czech Republic** Gathering point of applicants is at the reception.

16.2. Contractor wishing to participate in a site visit shall send the following information to: kadlecova.sarka2@stc.cz no later than **28. 4. 2026.2025, 11:00AM**:

- Name of the company, including its ID number
- Name and surname of the natural persons, who are attending, including its phone and email contact

16.3. Maximum number is 2 persons per the Contractor may attend the visit to the site of performance; the foreign companies may include one extra person as an interpreter. The persons shall submit in person or send plain copies electronically (in case of a remote visit) of the following documents:

- Written authorisation to attend the visit on behalf of the Contractor (if

a governing body of the Contractor is attending the excerpt of the commercial register proving the relation between the Contractor and the person)

- Valid identification document including a photograph.

- 16.4. Representatives of the Contractor shall sign a non-disclosure agreement before entering regime zones of the Contracting Authority, if relevant
- 16.5. Representatives of the Contractor will be fully familiar with the place and local conditions during the visit.
- 16.6. The Contracting Authority notifies the representative in advance that no acquiring of photographs or video recordings is allowed. This applies analogically in case of a remote visit.

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 consider 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 like 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.

If 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 Tender Cover Sheet, 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. XIII (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.
- 18.4. All parts of the tender must be clearly legible. No part of the tender shall contain any corrections or overwriting that could mislead the Contracting Authority.

19. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

- 19.1. **The deadline for the tender submission shall end on 20. 5. 2026 in 9:00 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: <https://ezak.cz/manualy/pozadavky-na-provoz-systemu-e-zak>.
- 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 + Affidavits (Annex 2 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **basic capacity (Annex 2 to this TD),**
 - **professional capacity,**
 - **technical qualification (Annex 2 to this TD).**
- **Completed evaluation model (Annex No. 3 to this TD).**
- **Description of technical solution, technical documentation (in accordance with Art. 15.2 to this TD)**

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, 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 will 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 + Affidavits
- Annex 3 – Evaluation Model
- Annex 4 – Installation Site Drawing (jpg)
- Annex 5 - Manual

Prague, dated as *per the electronic signature*

.....
Marek Šimandl
CEO
on behalf of the Contracting Authority
Státní tiskárna cenin, s. p.

CONTRACT FOR SUPPLY AND SERVICE OF NUMBERING MACHINE

registered by the Client under No. 070/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 Sb., on public procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 2079 et seq. and Section 2586 et seq. of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between:

Státní tiskárna cenin, s. p.

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

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

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

and

[the 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 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: **Mgr. Marek Šimandl, MPA, CEO**

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: **Ing. Ondřej Hyršl, Production Director**

e-mail: Hyrsl.Ondrej@stc.cz, tel.: +420 236 031 383

Fikar Petr, Head of the Investment Development Department

e-mail: Fikar.Petr@stc.cz, tel.: +420 236 031 466

Svatopluk Skřivánek, Technical Specialist

e-mail: skrivanek.svatopluk@stc.cz, tel.: +420 236 031 419

Vladimír Kusý, Production Manager of Manufacturing Plant I

e-mail: Kusy.Vladimir@stc.cz, tel.: +420 236 031 593

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 based on the results of an over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "Numbering sheet printing machine for producing banknotes" (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 Supervisory Board of the Client within the meaning of Article VIII (1) of the Statute of

Státní tiskárna cenin, s. p. dated 19th of December, 2023, Ref. No.: MF-38643/2023/02-4, approved on **[to be completed by the Contracting Authority before signing the Contract]** the conclusion of this Contract.

II. SUBJECT OF THIS CONTRACT

1. The Contractor undertakes to supply the Client with **1 (one) piece of Numbering sheet printing machine for producing banknotes**, including all other related and required accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract according to paragraph 2 of this Article and in accordance with the General technical specifications attached to this Contract as **Annex No. 1 (1a)**, in accordance with Detailed technical description of the Contractor offered device in writing and Detailed technical drawings of offered device listed in **Annex No. 1 (1c and 1d)**, which is an integral part of this Contract, and in accordance with the Tender, and within the terms stated in the Time Schedule for Delivery of the Numbering device attached to this Contract as **Annex No. 3**, which is an integral part hereof.

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

2. The supplement of the Device according to paragraph 1 includes:
 - a) transportation of the Device including liability insurance which provides cover for damage to the Device, with a compensation limit as determined in Article XIII, paragraph 1 hereof, DAP Prague (Incoterms® 2020),
 - b) passing FAT in accordance with Article VIII hereof, installation and commissioning of the Device, passing SAT in accordance with Article IX hereof, including 60 calendar days of Device test run,
 - c) on-site training of specified Client's employees in the Device operation and maintenance for at least 5 persons (hereinafter referred to as the "**operator training**"), conducted at the Client's Production Plant I for a minimum of 15 working days (8 hours per day, 60 minutes per hour) and conducted at the Contractor's Production Plant or at the Contractor's training center in Europe in the same range,
 - d) handover of certificates and documents (information) relating to the use of the Device, as specified in **Annex No. 2** which is an integral part of this Contract (in particular, operating and maintenance instructions, technical documentation in the Czech language).
3. The subject of this Contract also includes the handover of a list of all installed computers, including the basic parameters, and software, which is part of the delivery hereunder and provided in the current and supported version, including identification numbers and software license numbers. The above list must contain a specific information whether the OEM (Original Equipment Manufacturer) version is used or not. If this SW identification is missing, it is understood that this is not an OEM version.
4. The Contractor also undertakes to provide **warranty maintenance, preventive inspections and maintenance, out-of-warranty maintenance of the Device and on demand the secure Remote technical support services** according to the conditions and

terms stated in the **Article X and XI hereof**. In the event of the application of a reserved change to the obligation pursuant to paragraph 10, point a) and/or b) of this Article, the obligation to provide performance pursuant to the previous sentence also applies to the performance that will be implemented pursuant to the reserved change to the obligation.

5. The Contractor states that:
 - a) the Contractor is aware that the Client shall use the Device specified in paragraph 1 of this Article for the purpose of banknote production (Device can enable 3-shift operation), and Device will be fully functional for this purpose;
 - b) during the performance of this Contract, the Contractor shall observe legal regulations applicable to the Client, regarding occupational safety and health, fire protection and environmental protection, including ecological disposal of waste, provided that the Contractor's technicians are familiarized with these regulations by the Client;
 - c) acknowledges that the Client is going to procure its own material for its tests of the Device as part of FAT and SAT tests except material which is included in the delivery of the Device in accordance with the **Annex No. 8**, which is an integral part hereof. If tests need to be performed on the Device in the production and actual test phases, the Contractor will procure its own material.
6. The subject of this Contract also includes Contractor's obligation to grant to the Client unlimited, non-exclusive and for the next possible sale of Device a transferable right to use (license) computer software in the device within the scope of use of the Device to the contracted purpose of numbering of banknotes and other securities. The Client is granted a non-exclusive and assignable right to use all supplied software products provided that the Contractor's copyrights are respected. However, the Client may neither interfere with, nor modify the functions of the computer programmes in any way.
7. 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.
8. The Client reserves the right upon agreement with the Contractor to change the orientation and location of the Device stated in Annex No. 1 (1b) to this Contract called Installation Site Drawing. For the avoidance of any doubt, the Contracting Parties state that it is not necessary to conclude an amendment to this Contract regarding the change according to the previous sentence.
9. The Contractor declares bindingly that the lifetime of the Device will be at least 20 years from the time the Device is put into operation with standard level of operation and maintenance and use for the purpose for which the Device was obtained, i.e. printing banknotes. The lifetime applies in the same way to the availability of Device service and the supply of spare parts and consumables. If the lifetime of the Device is not respected, the Contractor is obliged to immediately restore the operability of the Device in any way and at his own expense. If the measures required to restore the operability of the Device would constitute a major intervention (overhaul of the Device or its partial or complete replacement), the Client's prior consent to such a procedure and ensuring the coordination of activities (stoppage of production, preparation of the installation site, etc.) are required.

10. The Client, in accordance with Section 100, paragraph 1 of the PPA, reserves the right to apply the following reserved changes to the obligation, particularly in the event of its operational needs:

- a) Ensuring the relocation and reinstallation of the Device to a new installation location including supplement of a Pre-pilling device. Details of this reserved change of the obligation are set out in Article XVI, paragraph 1, point 1.1 of this Contract.
- b) Expansion of the Device with a varnishing unit; Details of this reserved change of the obligation are set out in Article XVI, paragraph 1, point 1.2 of this Contract.
- c) Increase of the price for the Servicing - inflation clause; Details of this reserved change of the obligation are set out in Article V, paragraphs 6 to 9 of this Contract.
- d) Increase of the prices for the performance of the reserved change to the obligation according to point a) and/or b) of this paragraph – inflation clause; Details of this reserved change of the obligation are set out in Article XVI, paragraph 1, point 1.1, bullet ix. and Article XVI, paragraph 1, point 1.2, bullet v. of this Contract.

For the avoidance of doubt, the parties agree that the Client is entitled, but not obliged, to exercise any reserved change to the obligation under this paragraph. The Contractor is obliged to comply with such change if it is in accordance with the terms of this Contract. This applies except for the reserved change under point c) and d) of this paragraph, which is the right of the Contractor and the obligation of the Client.

III. PLACE OF PERFORMANCE

The place of performance is the Client's production plant at the address: **Production Plant I – Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic** (hereinafter "**Client's Production Plant I**"), unless the nature of the individual actions necessary for the fulfilment of this Contract indicates otherwise. The specification of the space, where the Device will be situated is stated in Annex No. 1 to this Contract in its part 1b called Installation Site Drawing.

IV. DELIVERY TERMS

1. The **Time Schedule** for the performance of the subject of this Contract specifically for the delivery of the Device and Expansion of the Device with a Varnishing unit as a reserved change to the obligation in accordance with this Contract is set out in **Annex No. 3** to this Contract, unless otherwise stipulated in the Contract.
2. Before delivery of the Device, the **factory acceptance tests (FAT)** of the Device shall be completed at the Contractor's manufacturing plant, within the term specified in the Annex No. 3 to this Contract. The factory acceptance tests (FAT) shall be performed pursuant to the basic parameters of the acceptance tests required by the Client according to **Annex No. 8** hereof, and the monitored parameters shall not exceed the minimum tolerances specified by the Device manufacturer. The factory acceptance test (FAT) cannot be rejected due to minor defects which do not reduce the Device proper function, and the

Contractor undertakes to eliminate them without delay. More details in Article VIII of this Contract.

3. After the successful evaluation of the acceptance tests (FAT), the Contractor shall **supply the Device to Client's Production Plant I** and solely based on the Client's Invitation following the completion of construction preparation of the installation site and transport way for moving in and commissioning of the Device. 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 deliver the Device within 60 calendar days of receiving the Client's Invitation at the latest. The **Delivery Note** will be signed by the Contracting Parties on the delivery of the Device.
4. In the event that, even after 14 days from the successful evaluation of the acceptance tests (FAT), the Client does not send the Invitation in accordance with the previous paragraph of this Article due to a delay in ensuring the construction preparation of installation site and transport way, subsequent date of site acceptance tests (SAT) in the Time Schedule will be moved forward by the delay period. The Time schedule respectively Annex No. 3 hereof will be updated by the Client without the need to conclude an amendment to this Contract.
5. After delivery of the Device (i.e. after signing the Delivery Note), the Contractor shall ensure installation, commissioning and site acceptance tests (SAT), including the operator training and handover the certificates and technical documents in the Czech language relating to the use of the Device according to the **Annex No. 2** hereof, within the term specified in the Annex No. 3 hereof. **The Protocol No. 1** shall be signed by the Contracting Parties according to Article IX, paragraph 4 hereof.
6. Next day after signing of the Protocol No. 1 confirming commissioning of the Device and completing the site acceptance tests (SAT) according to the parameters specified in Annex No. 8 hereof, a test run will begin ranging 60 calendar days. For avoidance of any doubt the Client states, that the presence of the Contractor's technician during the test run is not necessary.

V. PRICE

1. The price of the subject matter of this Contract has been determined in accordance with the Contractor's Tender submitted under the tender procedure organised by the Client as the Contracting Authority.
2. The **price for one (1) piece of Device** is set below in this paragraph:

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

[the Contracting Authority shall add the maximal scope of operator training offered by the Contractor from the Tender]

from the Participant's Tender]
EUR excluding VAT

Total price

[[the Contracting Authority shall complete the price with number from the Participant's Tender]
EUR excluding VAT

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.

3. The prices set in Paragraph 2 and 5 of this Article and are maximal and final and include all costs of the Contractor for all associated costs and charges related to the production, delivery of the Device and the discharge of the Contractor's obligations under DAP Prague (Incoterms® 2020) (defined delivery terms, i.e. mainly including packaging in non-returnable pallets, transport and delivery of the Device to the Client, insurance of the Device, costs associated with obtaining the documents, etc.) and also covering all costs incurred by the Contractor's technician (costs of travelling to the Client's installation site and back, accommodation, travel expenses, time on the road, etc.) when conducting servicing of the Device (carrying out a preventive inspections and maintenance and providing out-of-warranty maintenance). The prices set in Paragraph 2 and 5 of this Article also include remuneration for the provided licenses (SW).
4. **The price** of the subject matter referred to in paragraph 2 of this Article **does not include**:
 - test material for performance of the subject matter of this Contract within the meaning of Article II, paragraph 5 point c) hereof, i.e. for verification of the quality and functionality of the Device (acceptance tests FAT and SAT), which will be provided and supplied by the Client at its expense; The Client will provide this test material to the Contractor only for the needs of FAT and SAT tests. For the other purposes, the Contractor is obliged to provide the test material itself and at its own expenses;
 - costs for the construction readiness of the installation site and transport way within the meaning of Article IV, paragraph 3 hereof, which will be borne by the Client.
5. The **prices for carrying out a preventive inspections and maintenance and providing out-of-warranty maintenance** of the Device as defined in the scope specified in Article XI hereof as follows:
 - a. unit price for 1 hour of carrying out a preventive inspections and maintenance or out-of-warranty maintenance of the Device during the Contractor's working hours (on working days from 8:00 to 18:00) amounting to:
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (mechanical engineer, instructor),

- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (electrical engineer, specialist),
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (SW specialist),
- b. unit price for 1 hour of out-of-warranty maintenance of the Device outside the Contractor's regular working hours (on working days from 18:00 to 8:00):
- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (mechanical engineer, instructor),
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (electrical engineer, specialist)
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (SW specialist),
- c. unit price for 1 hour of out-of-warranty maintenance of the Device on Saturdays and Sundays or on public holidays observed in the Contractor's country, respectively in the country of residence of a local representative if that representative performs the repair:
- EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (mechanical engineer, instructor),
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (electrical engineer, specialist),
 - EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT (SW specialist),
- d. Annual subscription fee for Remote technical support services provision as defined in Art. XI hereof amounting to EUR [the Contracting Authority shall complete the price with number from the Participant's Tender] excluding VAT.

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

6. If the conditions under paragraph 7 of this Article are met, the Contractor may request the Client in writing form for an increase of unit prices for carrying out a preventive inspections and maintenance and unit prices for the out-of-warranty maintenance according to the inflation clause according to paragraph 7 of this Article, no later than 15th November of given year, with the effect of prices increase always from 1st of January of the following calendar year. This Contractor's notification shall contain details of the calculation of the inflation rate and new unit prices in accordance with paragraph 7 of this Article. If the Contractor does not apply its entitlement to increase price/prices by the inflation rate and does not deliver the notification of this to the Client in the term according to the first sentence of this paragraph or if the notification does not contain details on the calculation

of the inflation rate or new unit prices, the Client will not agree with the increase of the price by the inflation rate.

7. Not earlier than from **2 years** after the end of the warranty period pursuant Article X, paragraph 2 hereof the Contractor is entitled to increase the unit prices for carrying out a preventive inspections and maintenance and/or unit prices for the out-of-warranty maintenance (Article V, paragraph 5 hereof) by the inflation rate.
8. For the purposes of this Contract, the inflation rate means the average inflation rate calculated on the basis of the monthly Harmonised index of consumer prices (HICP) of European Union published by the Eurostat for country where the Contractor has registered office (hereinafter referred only as „Index“) and calculated as the averaged change in the Indexes for the 12 calendar months preceding the month in which the Client received Contractor’s request. In the case that the country where the Contractor has registered office is not published in the HICP, the inflation rate according to previous point means the average inflation rate calculated on the basis of the monthly Harmonised index of consumer prices (HICP) of European Union published by the Eurostat for whole European Union (hereinafter referred only as „Index“) and calculated as the averaged change in the Indexes for the 12 calendar months preceding the month in which the Client received Contractor’s request.
9. For the avoidance of any doubt, the Contracting Parties state that for the purposes of this Article, a written notice/request means a written document signed by a person authorized to sign this Contract and delivered via a postal service operator or via data box. The date of making such written notification/request is considered to be the day when such written notification/request is delivered to the other Contracting party.
10. The prices of the delivered spare parts or consumables shall always be governed by the current and valid Contractor’s price offer for a particular spare part or consumables requested.

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

VI. PAYMENT TERMS

1. The price for one piece of the Device according to Article V, paragraph 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 for one piece of the Device referred to in Article V, paragraph 2 hereof, i.e. in amount **[the Contracting Authority shall add 30 % of the total price of the Device stated in Art. V para. 2 hereof]** EUR excl. VAT after taking effect of the Contract and upon submission of the first non-payment bank guarantee issued strictly in accordance with the terms in Article XV hereof, which template is set out in Annex No. 10, which is an integral part hereof. 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 Device for payment under para. 1 point a) is given to the Contractor on the next working day following the submission of the first non-payment bank guarantee. The Contractor shall issue and send to the Client a proforma invoice within 1 week of the effectiveness of this Contract (due date is 14 days after issuance of the proforma invoice).

- b) advance payment in amount of 20 % of the total price of the Device referred to in Article V, paragraph 2 hereof, i.e. in amount **[the Contracting Authority shall add 20 % of the total price of the Device stated in Art. V para. 2 hereof]** EUR excluding VAT after the successful evaluation of the acceptance tests (FAT). 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 Device for payment under para. 1 point b) is given to the Contractor on the next working day after signing of the Protocol of the acceptance tests (FAT), which will document the successful evaluation of the factory acceptance tests (FAT). The Contractor shall issue and send to the Client a proforma invoice within 1 week of the signing of the Protocol of the acceptance tests (FAT) (due date is 14 days after issuance of the proforma invoice). This proforma invoice includes a copy of the Protocol of the acceptance tests (FAT).

- c) Payment in amount of 30 % of the total price of the Device referred to in Article V, paragraph 2 hereof, i.e. in amount **[the Contracting Authority shall add 30 % of the total price of the Device stated in Art. V para. 2 hereof]** EUR excluding VAT after the delivery of the Device, i.e. signing of Delivery Note against submitting a final invoice (tax document) for the total price for the Device. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue this final invoice (the tax document) is given to the Contractor the following working day after signing of the Delivery Note. The Contractor shall issue and send to the Client the final invoice (tax document) within 1 week from the occurrence of the right to its issue. This invoice (tax document) includes a copy of the Delivery Note. Through this final invoice (tax document) will be accounted the advance payment of 30 % of the price paid in compliance with point a) of this paragraph and the advance payment of 20 % of the price paid in compliance with point b) of this paragraph; maturity of the specified part of the price according to this point of this paragraph is 30 days after issuance of the final invoice (tax document).

- d) payment in amount of 10 % of the total price of the Device referred to in Article V, paragraph 2 hereof, i.e. in amount **[the Contracting Authority shall add 10 % of the total price of the Device stated in Art. V para. 2 hereof]** EUR excluding VAT after the signing of the Protocol No. 1. 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 c) of this paragraph will be a copy of the Protocol No. 1. The due date of the specified part of the price according to this point of this paragraph is 30

days from the signing of the Protocol No. 1.

- e) payment in amount of 10 % of the total price of the Device referred to in Article V, paragraph 2 hereof, i.e. in amount **[the Contracting Authority shall add 10 % of the total price of the Device stated in Art. V para. 2 hereof]** EUR excl. VAT after completion of the test run period and commencement of the warranty period, i.e. after the signing of Protocol No. 2 and upon submission of the second non-payment bank guarantee issued strictly in accordance with the terms in Article XV hereof and which template is set out in Annex No. 10, which is an integral part hereof. 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 c) of this paragraph will be a copy of the Protocol No. 2. The due date of the specified part of the price according to this point of this paragraph is 30 days from the signing of the Protocol No. 2.
2. The Contractor always becomes entitled to invoice the **Price for carrying out a preventive inspections and maintenance according to Article V, paragraph 5 hereof** on the working day that follows the handover of the performance to the Client, or finishing the Contractor's activities provided as part of servicing. The invoices (tax documents) for the price for these activities shall always be issued based on the approved Maintenance form and shall include a breakdown of the working time spent in the scope of activities referred to in Article XI, paragraph 3 hereof. Copies of these documents shall be attached to the invoice (tax document). Properly issued invoices (tax documents) shall be due within 30 days from the date of issue.
 3. The Contractor always becomes entitled to invoice the **Price for the out-of-warranty maintenance according to Article V, paragraph 5 hereof** on the working day that follows the handover of the performance to the Client, or finishing the Contractor's activities provided as part of servicing. The invoices (tax documents) for the price for the out-of-warranty maintenance shall always be issued based on the approved Maintenance forms. The invoices (tax documents) for the deliveries of spare parts or consumables carried out according to Article XI, paragraph 9 or 12 hereof shall be issued based on the delivery note, confirmed by the Client. Copies of these documents shall be attached to the invoice (tax document). Properly issued invoices (tax documents) for out-of-warranty maintenance shall be due within 30 days from the date of issue.
 4. The Contractor always becomes entitled to invoice the **Annual subscription fee for Remote technical support services provision according to Article V paragraph 5 point d)** hereof on the working day that follows the delivery of the confirmation of the commencement of Remote technical support services, or the anniversary of the start of the provision of this service, if the provision of services continues. Copy of the confirmation of the commencement of Remote technical support services or continued service provision shall be attached to the invoice (tax document). Properly issued invoices (tax documents) shall be due within 30 days from the date of issue.
 5. 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.

6. 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 internal order number;
 - 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.
7. 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.
8. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
9. 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 10 to 13 of this Article).
10. 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.
11. 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.

12. 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.
13. By payment of the VAT into the account of the tax Authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

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

VII. SHIPPING CONDITIONS

1. The transport of the Device to the Client's site stated in Article III hereof shall be provided by the Contractor under the terms of DAP Prague (Incoterms® 2020) and shall be by road haulage truck and the Contractor shall notify the Client in writing about the date of dispatch of the Device from the Contractor's manufacturing plant. At the same time, the Contractor shall give the Client the licence plate number of the give vehicle as well as the names and surnames of the crew, at the latest 3 working days before delivery of the Device to the Client.
2. The Contractor acknowledges that he has the obligation to obtain the necessary permits to enter the city centre, if necessary. A copy of the entry permit, if necessary, must be provided to the Client before commencement of shipment of the Device. A permit can be obtained based on an application submitted to the City Hall of the City of Prague, Department of Roads and Railways, Division of the Road Administration Office. The Client will provide the Contractor with the necessary assistance in obtaining the permits in question.
3. The shipment of the Device must be complete and must comply with deadline requirements specified Time schedule which is the Annex No. 3 hereof. Partial deliveries are not permitted.
4. The Device must be shipped in a packaging unit sufficiently protecting the Device from damages, destruction or theft during the shipping. The parts, whose size does not exceed the **size of the transport wall opening with dimensions 2790mm width, 2490mm height** (can be extended to 2700 mm) **and load capacity of lifting platform of 5500kg** (technical measures can be taken to enable the transport of loads up to 7500 kg), shall be preserved and packed on pallets and covered with foil. The pallets will be prepared for unloading with a forklift and their centre of gravity will always be marked. The packaging of the Device or the Device alone must also allow to move the Device in other position

(e.g. laying on side or back) in necessary cases. The Contractor is obliged to prepare a separate delivery note for each pallet dispatched with specification of its dimensions and weight.

5. The Contracting Parties have agreed that the Contractor will ensure the unloading of the Device from road haulage truck and the transport of the Device to the installation site.

VIII. DELIVERY CONDITIONS

1. Before delivery of the Device to the Client's Production Plant I, the Device acceptance testing shall be performed at the Contractor's manufacturing plant (acceptance tests FAT) in the presence of the Contractor and the Client. The Contractor shall give a written advance notice to the Client so that the Client could take part in the factory acceptance process.
2. During the Device factory acceptance tests (FAT) the acceptance tests specified in **Annex No. 8** hereof shall be performed, whose purpose is to obtain test samples, which will be evaluated by the Client next working day of their receipt, and which shall be approved by report on the successful acceptance tests result. This evaluation shall demonstrate the Device quality and make; the necessary testing materials shall be provided by the Client, at its expense.
3. In the event of a positive evaluation of the test samples, the Client informs the Contractor of this fact and sends it to him to sign 2 counterparts of a **Protocol of the acceptance tests (FAT)**, whose template is attached as **Annex No. 4**, which is an integral part hereof. In this Protocol the Contracting Parties will confirm that the Device meets the quality and make conditions specified herein. If the evaluation of the samples does not confirm compliance with the required parameters the Client sends to sign by the Contractor 2 counterparts of a report of the acceptance test results with their comments and reservations, including the setting of the period of 2 weeks for elimination of any inconsistencies identified. If the Contractor has his own template of the report of the acceptance test results, it may be attached to the Client's Protocol or report of the acceptance test as an annex.

The above procedure can be repeated, provided that subsequent acceptance tests must be initiated no later than 2 weeks after the notification of the Client of the result of the evaluation of the previous acceptance tests. In case of two unsuccessful factory acceptance tests, the Client has the right not to take over the Device and is entitled to withdraw from the Contract.

4. If the results of the acceptance tests confirm that the Device complies with requirements specified herein and a Protocol of the acceptance tests (FAT) has been signed, the Contractor shall arrange for transportation of the Device to the Client's Production plant I in accordance with Article IV, paragraph 3 hereof. Delivery cannot be rejected if minor defects are identified during the acceptance tests which do not reduce the Device proper function or significantly do not affect the resulting quality of processed products/materials, and the Contractor undertakes to eliminate these minor defects without delay. The Client is entitled to decide whether only minor defects have been identified as per the previous sentence of this paragraph.

IX. COMMISSIONING AND TEST RUN OF THE DEVICE

1. The Contractor shall hand over the Device to the Client completely installed and fully functional, including the related certificates and documents relating to the use of the Device specified in Annex No. 2 to this Contract. A partial handover or arrears preventing the normal use of the Device are not acceptable.
2. For the Contractor's technician who installs and starts up the delivered Device at the Client's Production Plant I, the Client shall ensure a lockable room/cabinet where the technician may store his necessary equipment and tools for performance of the subject hereof.
3. After the Device is installed and commissioned at the Client's Production Plant I, the site acceptance tests (SAT) shall be performed at the Client's Production Plant I within the term according to Annex No. 3 to this Contract, using the procedure specified in **Annex No. 8** hereto.
4. After installing and commissioning the Device, handover of the documents and successful passing the site acceptance tests (SAT) at the Client's Production Plant I, **Protocol No. 1** shall be signed, whose template is attached as **Annex No. 5**, which is an integral part hereof. If the Contractor has his own template of the report of the site acceptance test results, it may be attached to the Client's report of the acceptance test as an annex. By signing Protocol No.1 the Client confirms the Device commissioning and its handover to the Client, operator training and handover of certificates and technical documents (Annex No. 2) and commencing of a test run of 60 calendar days. Protocol No. 1 shall be issued by the Client in two copies, which shall be signed by at least one of representatives authorised to negotiate in factual and technical matters of both Parties, and each Party shall receive 1 copy. The Protocol No. 1 may be signed also by the technician of the Contractor, who is present during the site acceptance tests (SAT). If any Device defects are identified which do not prevent the normal use of the Device, they shall be described in Protocol No. 1, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree any period for elimination of the defects, then it applies that the defects must be eliminated within 2 weeks from the date of Protocol No. 1 issuance.
5. Any defects or arrears preventing or hampering the Device use in a normal way shall be a reason for not accepting the Device. A report of the Device non-acceptance shall contain a list of defects and arrears, including periods for elimination thereof. If both Contracting Parties do not agree any period for elimination of the defects and arrears, then it applies that the defects and arrears must be eliminated within 2 weeks from the date of issuance of the report of the Device non-acceptance.
6. During the test run will be performed the thermo diagnostic and non-dismantling diagnostics by an external expert to confirm the trouble-free operation of the Device. Any deficiencies resulting from this diagnostic will be eliminated by the Contractor within the time agreed by both Contracting Parties.
7. After finishing the 60-day test run successfully, **Protocol No. 2** shall be drawn up, whose template is attached as **Annex No. 6**, which is an integral part hereof. Protocol No. 2 shall be issued by the Client in two copies, which shall be signed by at least one of representatives authorised to negotiate in factual and technical matters of both Parties, and each party shall receive 1 copy. If any Device defects are identified which do not

prevent the normal use of the Device, they shall be described in Protocol No. 2, including the period for elimination thereof by the Contractor. If both Contracting Parties do not agree any period for elimination of the defects, then it applies that the defects must be eliminated within 15 days from the date of Protocol No. 2 issuance. Upon signing Protocol No. 2, the warranty period specified in Article X, paragraph 2 hereof shall commence.

8. The Device must be installed so that its operation would comply with the applicable technical and safety standards in the EU countries, including, but not limited to, the following Czech standards:
 - a) electrical systems of the Device comply with EU Machinery and Engineering Directive 2006/42/EC - CE conformity, IEC 61140, HD 60364-1:2008, Low-voltage electrical installations,
 - b) labels with handling instructions for the Device operation shall be either in the Czech language or fitted with international symbols. Control and operational software including all displays must support the Czech language,
 - c) The Client shall ensure the initial inspection of the electric connection for installed Device, at its expense.
9. The Contractor states that the Device is not and shall not be encumbered with third-party rights as of the date that is it taken over by the Client.
10. Upon the signing of Protocol No. 1, responsibility for any damage to the Device, as well as ownership title to the Device, passes to the Client. As of this moment, full ownership title is transferred from the Contractor to the Client, and the Client assumes full responsibility for the protection, maintenance, and handling of the Device. Until the moment Protocol No. 1 is signed, the Contractor remains fully responsible for the Device, including any risk of loss or damage. By transferring ownership title, the Client acquires the right to dispose of the Device, including the right to sell the Device to any third party at the end of its service life or after the Device is removed from the production process by the Client.

X. WARRANTY

1. The Contractor shall deliver the subject of the Contract in the quantity, quality and make as determined hereby. The Contractor is responsible for Device correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought by the Client, for using the materials complying with the relevant technical documents, and for SW function, proper and professional make reaching the state-of-the-art standard. The Contractor is responsible for the compliance of the subject of Contract with Annex No. 1 and is responsible for full and proper installation and commissioning of the Device.
2. The warranty period for the Device quality is **12 months** from the date of signing Protocol No. 2.
3. The warranty does not cover defects occurring as a result of a natural disaster, mechanical damage by the Client or a third party, or unprofessional operation of the Device, normal wear, or handling of the Device in a manner that is not approved by the Contractor in advance. The quality warranty applies on condition that the Device is properly operated

and maintained in accordance with the operating and maintenance instructions, supplied by the Contractor.

4. The warranty service of the Device shall be provided by the Contractor from the Contractor's registered office or its local authorised representative. Minor repairs during the warranty period may be performed by the Client's maintenance workers who were trained by the Contractor. The Client is entitled for purpose of providing of the warranty service to use Remote technical support services via supplied Glasses (accessory of the Device).
5. The Client is entitled to request that the Device defects are eliminated at any time during the warranty period, but no later than within 30 days after expiry of the warranty period, if the defect occurred during the warranty period. Defects may be reported to the Contractor in any form, including by phone (tel. **[the Contracting Authority shall complete with the data from the Tender]**), in this case, however, the reported defect must be subsequently confirmed in writing, i.e. by email to the following address: **[the Contracting Authority shall complete with the data from the Tender]**. Notice of the defect is received by the Contractor during his working hours 8:00 a.m. to 4:00 p.m.
6. The Client must describe the reported defects, specify how they manifest, and provide the necessary documents as well (for example photographs of the defective parts or products). A template form for reporting defects, the Maintenance form, is attached as **Annex No. 6**, which is an integral part hereof (hereinafter "**Maintenance form**").
7. The Contractor undertakes to respond to the Client and give its opinion regarding a reported defect as soon as possible, but no later than within 2 hours from delivery of the notice, and to **arrange for the arrival of its technician** within **48 hours** from delivery of the notice, and to **repair the identified defects or replace the defective part** within **60 hours** after the arrival of the Contractor's technician at the Client's Production Plant I, at Contractor's expense. The Contractor undertakes, when performing the warranty service, to dispatch spare parts from its warehouse within 24 hours from receiving the Client's requirement for their supply. The Contractor guarantees to the Client that all spare parts which will use for removing defects shall be original and new. If the notification of the defect is not delivered within the Contractor's working hours specified in the Paragraph 5 of this Article, these periods begin to run from the next working day provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. If, in exceptional circumstances, the above time limits prove insufficient, both Contracting Parties shall specify an adequate additional grace period in writing. The above time periods do not include Sundays and Saturdays and public holidays observed in the Contractor's country, respectively in the country of residence of a local representative if that representative performs the repair.
8. If there is a danger that the defects may cause death or harm the health of persons, cause damage to the Device or assets of the Client or third parties, the Contractor undertakes to start repairs of the reported defects without delay, and to take necessary measures to prevent any harm or damage, unless otherwise agreed with the Client.
9. Upon request of the Contractor's technician, the Client undertakes to ensure that the Client's employees shall render the Contractor reasonable assistance and available machinery/tools.

10. The warranty period shall be extended by the period during which defects prevented the Client from using the Device for the purpose for which the Device was ordered.
11. Should any reported defects not be eliminated by the Contractor in compliance with the provisions of paragraph 8 or paragraph 9 of this Article, the Client is entitled to eliminate the defects or have them eliminated, in both cases at Contractor's expense.
12. The warranty period for any parts repaired or replaced by the Contractor during the warranty period shall apply till the end of the Device warranty period, or for 12 months from the repair or replacement carried out, depending on whichever occurs later.
13. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Contractor, may be carried out by the Client. For the purposes of this Contract, minor repairs mean, for example, replacement of defective light bulbs, fuses, identification lights, as well as works or activities for which the operating and maintenance workers were trained by the Contractor.
14. Any travel expenses, as well as insurance against damage or loss, of any parts returned for repair or replacement, including the expenses of returning or replacement thereof to the Client, incurred during the warranty period, shall be borne by the Contractor. The Contractor shall decide whether the original replaced parts should be sent back to the Contractor.
15. The Contractor undertakes to deliver spare parts or their suitable equivalents and consumables required for smooth operation of the Device to the Client for the entire service life of the Device according to Article II Paragraph 9 hereof.
16. The Contracting Parties have agreed that carrying out the activities described in paragraphs 4, 11 or 13 of this Article shall not affect the quality warranty given by the Contractor under this Contract, even if the activities are carried out by a third party.

XI. SERVICING OF THE DEVICE

1. The Contractor undertakes to provide preventive inspections and maintenance and out-of-warranty maintenance of the Device stated in this Article from the date of signing Protocol No. 2.
2. The Contractor states that, for the proper operation of the Device, it recommends carrying out preventive inspections and maintenance of the Device in the frequency and extent of performance listed in **Annex No. 9**, which is an integral part hereof. The Client is not obliged to carry out the recommended number of preventive inspections and maintenance of the Device, if the Device is not in operation or there are other circumstances when the Device is not under standard working load.
3. As part of preventive inspections and maintenance the Contractor undertakes to carry activities listed in Annex No. 9 based on requirement of the Client. **[the Participant to fill the Annex No. 3 of the Tender Documentation according to the prescribed instructions.]**
4. Out-of-warranty maintenance of the Device consists of solving the Device defects not covered by the warranty for the Device within the meaning of Article X hereof or preventive inspections and maintenance within the meaning of Article XI, paragraph 3 hereof and

Annex No. 9 hereof, and defects occurring after expiry of the warranty period within the meaning of Article X hereof, and the Contractor shall provide the out-of-warranty maintenance on the basis of individual Client's requirement for necessary repairs, adjustments and settings of the Device. The Contractor shall prepare price offer in respect of the spare parts to be replaced and submit it to the Client for an approval.

5. Each spare part replaced in the Device during out-of-warranty maintenance must be approved by the Client prior to its installation in the Device. The name and code of the replaced spare part shall be entered in the Maintenance form and confirmed by the Client's representative.
6. Requirements for preventive inspections and maintenance and requirements for out-of-warranty service must be in writing, in the form of a filled Maintenance form (hereinafter referred to as the "**Requirement**"). The Client shall send each Requirement to the following e-mail address of the Contractor: **[the Contracting Authority shall complete with the data from the Tender]**. Any change of contact details for receiving these requirements must be provably notified to the Client by the Contractor well in advance. The dates of every preventive inspection and maintenance of the Device shall be specified after mutual agreement of the Contracting Parties.
7. The Contractor shall always provide out-of-warranty maintenance of the Device after a defect is reported and out-of-warranty service is requested by the Client in accordance with previous paragraph. The Client must describe the reported defects, specify how they manifest, and provide the necessary documents as well (for example photographs of the defective parts or products).
8. If the Client makes Requirement during the agreed upon working hours, i.e. 8:00 a.m. to 4:00 p.m., the Contractor shall communicate their response regarding the reported defect to the Client by return, no later than within 2 hours from receipt of such a notice, no later than the following working day, if the Requirement is not delivered within the Contractor's working hours or in last hour of the agreed upon working hours.
9. The Contractor undertakes to ensure that their engineer shall arrive within 48 hours from delivery of a Requirement. **Any defects solved during out-of-warranty maintenance shall be eliminated by the Contractor's engineer within 60 hours from reporting the defect by repairing or replacing the defective part**, provided that these periods do not include days off, holidays and public holidays of the country of the Contractor. The Contractor undertakes, when performing the out-of-warranty maintenance, to dispatch spare parts from its warehouse within 24 hours from receiving the Client's requirement for their supply. The Contractor guarantees to the Client that all spare parts which will use for removing defects shall be original and new. In exceptional cases where a longer period of time is required for a repair or the required spare part is not currently available with the Device manufacturer, the Contractor shall notify the Client of it without delay, and both Contracting Parties shall jointly set an alternative date of the repair.
10. The out-of-warranty maintenance of the Device shall generally be provided on working days, from 8:00 a.m. to 4:00 p.m., exceptionally also outside the above stated working hours, and as agreed by the Contracting Parties on non-working days.
11. The Contractor will provide the servicing of the Device and allow the Client to use the Remote technical support services via supplied Glasses, based on the Client's written request sent by email to the following address: **[the Contracting Authority shall**

- complete with the data from the Tender**], which may be submitted at any time after the end of the Device warranty period. The Contractor is obliged to send a confirmation of the commencement of these services to the email address from which the Client's request was sent.
12. If the Client requests delivery of necessary consumables for proper operation of the Device which are not provided within out-of-warranty maintenance of the Device, the Contractor shall supply the requested materials based on the Client's order, based on the Contractor quotation. The prices of consumables are governed by the Article V paragraph 10 hereof. The order shall at least contain the Client's identification data; description and specification of the consumables, including the quantity to be delivered; detailed delivery terms, in particular the term and place of delivery of the consumables; identification of the person who places the order who is entitled to act on behalf of the Client. Written orders shall be sent by the Client to the Contractor to the Contractor's email address **[the Contracting Authority shall complete with the data from the Tender]**. The Contractor shall confirm the order acceptance to the Client by return to the Client's email address from which the order was sent.
 13. The Contractor shall deliver the consumables requested based on an order as per the previous paragraph of this Article within 10 working days from delivery of the order to the Contractor. A delivery note shall be attached to each delivery, which shall be confirmed by both Contracting Parties upon handover and takeover of the consumables and shall be used as the goods handover protocol.
 14. For each conducted preventive inspection and maintenance of the Device or out-of-warranty maintenance of the Device the Contractor shall produce/fill in the Maintenance form to be approved by the authorized person of the Client after execution of relevant activities including the specification of any spare parts needed for replacement. Contractor's technicians are obliged to record every activity carried out in the course of the preventive inspection or out-of-warranty maintenance to the book of maintenance and repairs of the device.

XII. SANCTIONS

1. If the Contractor fails to submit the first non-payment bank guarantee to the Client within the period specified in Article XV, paragraph 1 hereof, the Contractor shall pay the Client a one-time contractual penalty of EUR 100 000.
2. If the Contractor is in delay with the fulfilment of the deadline pursuant to point #6 of Time schedule for the Delivery of the Device the Annex No. 3 to this Contract (Protocol No. 1 was not signed within term), the Contractor is obliged to pay a contractual penalty in the amount of 0.1 % of the total price (excluding VAT) of Device for each started day of delay.
3. If the Contractor is in delay with remedying defects pursuant to Article IX, paragraph 4 or 5 or 6 hereof the Contractor is obliged to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay.
4. In the event that the Device does not meet the requirements of Article IX, paragraph 7 hereof, even after the expiration of the term stated in the previous written Client's request for remedy, the Contractor is obliged to pay a contractual penalty in the amount of EUR 1 000 for each case of violation of these obligations.

5. If the Contractor is in delay within any of the deadlines specified in Article X, paragraph 7 hereof, the Contractor is obligated to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay and each defect.
6. If the Contractor is in delay within any of the deadlines specified in Article XI, paragraph 9, the Contractor is obligated to pay a contractual penalty in the amount of EUR 1 000 for each started day of delay.
7. If the Contractor fails to submit the second non-payment bank guarantee to the Client within the period specified in Article XV, paragraph 4 hereof, the Contractor shall pay the Client a one-time contractual penalty of EUR 100 000.
8. In the event of a breach of any of the obligations in Article XIII, paragraph 12, 14 or 15 of this Contract by the Contractor, or if the statement in Article XIII, paragraph 11 or 13 of this Contract turns out to be false, the Client has the right to impose a contractual penalty in the amount of EUR 4 000 for each case of violation of these obligations.
9. In the case of violation of the obligations resulting from Article XIV 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.
10. In the event of the Client's delay in paying a duly issued tax document (invoice), the Client is obliged to pay default interest of the amount due in the amount according to Government's regulation No. 351/2013 Sb., for each started day of delay.
11. For the purposes of an avoidance of any doubt, the Contracting Parties state that in the case of breach more Contractor's obligations simultaneously according to Paragraphs 1 to 8 of this Article, the Contractor is obligated to pay all such contractual penalties.
12. 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.
13. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed based on this Contract.
14. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.

XIII. 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 1 600 000 at the request of the Client, the Contractor is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Client.
2. The Device installation and operators training will typically take place from 08:00 a.m. to 4:00 p.m. on working days and in special cases also outside the specified time, or on non-working days provided the Contracting Parties so agree in advance.
3. Due to the specific conditions of production in the Client's premises, the entry and

movement of the Contractor's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Client's premises with the Client's right not to grant the right to enter the premises, or to ban a person from the premises if these rules are not observed. As part of ongoing security measures, the Client may also restrict the Contractor's activities for a short time. The Contractor's staff must be demonstrably acquainted with the basic security rules of the Client (in the form of a document "**Declaration / Advice**") before entering the Client's premises. In the case of longer-term activities in the Client's premises, the Contractor's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Contractor, which the holders are obliged to visibly wear during the entire activity in the building. The Contractor personnel must endure the fact that work activities can be monitored by CCTV.

4. The Contractor undertakes to submit to the Client no later than 5 working days prior to the commencement of the activities according to this Contract, a list of persons performing the activities including the designation of an employee who is the contact person for Client's security personnel (hereinafter referred to as "**the Contractor's responsible employee**"). The Contractor shall include in the list of persons the name, surname and number of the identity card or passport. The Client shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Contractor is obliged to modify this list according to the Client's requirements. The Contractor is obliged to ensure an update of the Contractor's employee list.
5. The Client shall ensure for the proper performing of subject-matter of this Contract by Contractor:
 - a) accessibility of all areas where the subject of this Contract will be performed;
 - b) entry of the Contractor's employees and vehicles into the Client's premises to fulfil the subject of this Contract;
 - c) instructing the Contractor's employees to observe the protective and security measures in the Client's premises during their stay in the Client's premises, in the form of signing the "**Declaration / Information**" for information protection, occupational health and safety, fire protection and environmental protection. The Contractor is responsible for OHS and observance of fire protection regulations when performing the subject of this Contract. All employees of the Contractor and, where applicable, subcontractors are obliged to wear designated work protective equipment when performing the 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 "**BRZ**") only on the basis of an entry identification card authorized to enter the BRZ and accompanied by the responsible employee of the Client;

- b) obliged to wear visibly entrance identification cards and wear their own yellow reflective vest and a valid identity card throughout their presence in the Client's premises; In the event that the Contractor's employees do not prove their issued identification card, they will not be allowed into the Client's premises. After completion of activities, the Contractor is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Contractor is obliged to pay compensation for the incurred damage in the amount of the purchase price for each entrance identification card;
 - c) obliged to refrain from collecting any production-related data, both on data carriers and in writing;
 - d) obliged to comply with all applicable legal regulations (especially the Labor Code and safety regulations).
 - 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. If the Contractor delivers any kind of chemical substances and preparations together with the device, the Contractor is obligated to provide the Client beforehand, but no later than on the delivery date of the device, with the copies of the given safety data sheets in Czech language.
10. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
- a) the Contractor remains responsible for fulfilment the subject of this Contract as if the Contractor 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 the 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. In the event that the Client learns in a credible and demonstrable manner that the Contractor has failed to fulfil its obligations according to the first sentence of this letter. d), and the Contractor, despite prior written notice from the Client, continues to fail to fulfil these obligations or does not seek remedial action, the Client has the right to withdraw from this Contract under the conditions specified in Article XVII of this Contract.

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

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

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

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

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

13. The Contractor declares 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.

14. The Contractor declares 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.

15. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Paragraph 11, 12, 13 or 14 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.

XIV. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering this Contract and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment, i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Sb., on Personal Data Processing, 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 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 can demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
 - c) If the Party obtains a written approval from the other Party to disclose the information

further;

- d) If the law or a binding decision of the respective public Authority requires the information to be disclosed;
 - e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other Party, to:
- a) Return all the non-public information which was handed over to it in a “material form” (especially in writing or electronically) and any other materials containing or implying the non-public information;
 - b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
 - c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
 - d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.

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

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

XV. BANK GUARANTEES

- 1. The Contractor shall procure from a reputable bank (financial institution) with the appropriate authorization (“First Class Bank”) a first non-payment bank guarantee in the amount of 30% of the total price of the Device, i.e. **[the Contracting Authority shall add 30% of the total price of the one piece of the Device stated in Art. V para. 2 hereof]**

EUR (in words: **[the Contracting Authority shall add 30% of the total price of the one piece of the Device stated in Art. V para. 2 hereof]**), as a security deposit for the Client to secure the obligation of the Contractor arising from this Contract and for the advance payment provided by the Client pursuant to Article VI, paragraph 1 letter a) hereof. The first non-payment bank guarantee shall be delivered by the Contractor to the Client within 1 week after taking effect of the Contract, i.e. within a period that allows for the payment of the advance payment (above and hereinafter referred to as **“first non-payment bank guarantee”**).

2. If the Contractor fails to submit this first non-payment bank guarantee within the specified period, the Contractor shall pay the Client a one-time contractual penalty in the amount specified in Article XII, paragraph 1 hereof, and the Client shall also be entitled to withdraw from the Contract. If the Contractor unjustifiably withdraws from this Contract or otherwise frustrates the performance of the subject of the Contract, the Client shall be entitled to receive this amount as compensation for damages incurred due to the frustrated Contract. This first non-payment bank guarantee must be irrevocable, unconditional, and payable on first demand. The first non-payment bank guarantee shall expire upon the signing of the Delivery Note (Article IV paragraph 3 hereof).
3. The first non-payment bank guarantee must be issued with a validity of at least 90 days beyond the delivery date of the Device, approximately 72 weeks from the effective date of the Contract. In the event of an extension of the delivery date of the Device, the Contractor shall be obliged to extend the validity of the first non-payment bank guarantee so that it remains valid throughout the implementation of the relevant part of the performance. The Contractor undertakes to submit to the Client a document confirming the extension of the bank guarantee (with the same wording and amount) no later than 14 calendar days from the date of the relevant extension of the performance deadline.
4. The Contractor shall procure from a reputable bank (financial institution) with the appropriate authorization (“First Class Bank”) a second non-payment bank guarantee in the amount of 10 % of the total price of the Device, i.e. **[the Contracting Authority shall add 10% of the total price of the one piece of the Device stated in Art. V para. 2 hereof]** EUR (in words: **[the Contracting Authority shall add 10% of the total price of the one piece of the Device stated in Art. V para. 2 hereof]**), as a security deposit for the Client to secure the obligations of the Contractor arising from the warranty provisions (above and hereinafter referred to as **“second non-payment bank guarantee”**). The document confirming the second non-payment bank guarantee shall be submitted by the Contractor to the Client upon signing Protocol No. 2 (Article IX, paragraph 6 hereof).
5. If the Contractor fails to fulfil its obligations to remedy defects under the liability for defects or/and warranty for the quality in accordance with this Contract, the Client shall be entitled to satisfy its claims from this bank guarantee. The second non-payment bank guarantee must clearly state that the bank undertakes to fulfil, throughout the warranty period (up to 10 % of the total price pursuant to Article V, paragraph 2 hereof), any financial obligations of the Contractor arising from the liability for defects or/and warranty, if the Contractor fails to do so within the agreed time and amount.
6. If the Contractor fails to submit this second non-payment bank guarantee within the specified period, the Contractor shall pay the Client a one-time contractual penalty in the amount specified in Article XII paragraph 7 hereof, and the Client shall also be entitled to withdraw from the Contract. This second non-payment bank guarantee must be irrevocable,

unconditional, and payable on first demand. The second non-payment bank guarantee shall expire upon the end of the warranty period (Article X, paragraph 2 and 10 hereof).

7. The second non-payment bank guarantee secures the proper rectification of defects claimed by the Client against the Contractor under liability for defects or warranty for quality during the warranty period, and the following applies:
 - a) In the event of any change in the warranty period, the Contractor shall be obliged to extend the validity of the second non-payment bank guarantee so that it remains valid throughout the warranty period;
 - b) Failure to submit the second non-payment bank guarantee within the required period shall be grounds for applying penalties for failure to meet the relevant deadline;
 - c) The amount of the second non-payment bank guarantee shall remain unchanged regardless of any changes to the total price of the Device made by an amendment to the Contract after the date of signing Protocol No. 2, pursuant to Art. IX para. 6 hereof.
5. The costs of providing both bank guarantees and all other expenses incurred in connection with the fulfilment of obligations under this Article shall be borne by the Contractor.
6. The Client undertakes to inform the Contractor in advance of its intention and reasons for drawing on the non-payment bank guarantees.
7. Templates of the first and second non-payment bank guarantees are provided in Annexes No. 10 and No. 11 hereof.

XVI. RESERVED CHANGES TO THE OBLIGATION

1. The Client is entitled to unilaterally demand from the Contractor to enlarge the subject of the Contract, which shall be performed in the way and under the conditions agreed in the following paragraphs of this Article:

1.1 The relocation and reinstallation of the Device in the Client's new production plant

- i. If the Client requests within 5 years after the end of the warranty period pursuant to the Article X, paragraph 2 hereof and if the conditions under Paragraphs 2 to 4 of this Article are met:
 - a. the Contractor undertakes to ensure the dismantling of the Device, its preparation for transport, moving of the Device from the Client's Production Plant I, and transport to the Client's new production plant, which will be built on plot No. 162/5, cadastral territory of Drahelčice in the municipality of Drahelčice, or to another location within a driving distance of 40 km from the Client's Production Plant I; The specification of the new installation site will be provided by the Client within the Request for the reserved change to the obligation.
 - b. At the new installation site, the Contractor undertakes to ensure unloading, installation and commissioning of the Device. After installing and

commissioning the Device, handover of the documents and successful passing the site acceptance tests (SAT) will take place. After the successful passing the site acceptance tests (SAT) test run of 30 calendar days will commence.

- c. This reserved change to the obligation also includes the delivery of the following component respectively accessory of the Device: Pre-pilling device including a frame with side supports and rails (hereinafter referred to as “**Component**”); Technical specification of Component is stated in **Annex No. 1 (1a)** hereof.
- ii. The relevant provisions of this Contract shall apply mutatis mutandis to the procedure for transport (shipping), installation and commissioning of the Device, performance of the site acceptance tests (SAT) and test run (except for the test run length), including the signing of Protocol No. 1 and Protocol No. 2 (marked "Relocation" for differentiation).
- iii. The deadlines for securing the relocation and reinstallation of the Device according to this point 1.1 of this Paragraph are:
 - a. commencement of the relocation, i.e. dismantling of Device within 6 months of the publication of the Client's Request in the register of contracts in accordance with Paragraph 4 of this Article.
 - b. completion of the relocation in accordance with this paragraph, i.e. the signing of Protocol No. 1 "Relocation", within 20 weeks from commencement of the relocation.
- iv. The price for the relocation and reinstallation of the Device to a new installation location has been determined in accordance with the Contractor's Tender submitted under the tender procedure organised by the Client as the Contracting Authority and is set below:
 - a. Price for the relocation and reinstallation of the Device:
[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR excluding VAT.
 - b. Price for the Component:
[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR excluding VAT.

Total price for the relocation and reinstallation of the Device to a new installation location

[the Contracting Authority shall complete the price with number from the Participant's Tender]
EUR excluding VAT

- v. The total price for the relocation and reinstallation of the Device to a new installation location shall be paid by the Client to the Contractor in EUR by bank transfer as follows:
 - a. advance payment in amount of 30 % of the total price for the relocation and reinstallation of the Device, i.e. in amount **[the Contracting Authority shall**

add 30 % of the total price] EUR excl. VAT after publication of the Client's Request in the register of contracts in accordance with Paragraph 4 of this Article.

The right to issue a proforma invoice under this point a) is given to the Contractor on the next working day following the publication of the Client's Request in accordance with Paragraph 4 of this Article hereof in the register of contracts. The Contractor shall issue and send to the Client a proforma invoice within 1 week of the effectiveness of this Contract (due date is 14 days after issuance of the proforma invoice).

- b. Payment in amount of 60 % of the total price for the relocation and reinstallation of the Device, i.e. in amount **[the Contracting Authority shall add 60 % of the total price]** EUR excl. VAT after installation and commissioning of the Device, and successful performance of the site acceptance tests (SAT), i.e. the signing of the Protocol No. 1. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence.

The right to issue this final invoice (the tax document) is given to the Contractor the following working day after the signing of the Protocol No. 1. The Contractor shall issue and send to the Client the final invoice (tax document) within 1 week from the occurrence of the right to its issue. This invoice (tax document) includes a copy of the protocol No. 1. Through this final invoice (tax document) will be accounted the advance payment of 30 % of the price paid in compliance with point a) of this paragraph; maturity of the specified part of the price according to this point of this paragraph is 30 days after issuance of the final invoice (tax document).

- c. payment in amount of 10 % of the total price total price for the relocation and reinstallation of the Device, i.e. in amount **[the Contracting Authority shall add 60 % of the total price]** EUR excl. VAT after completion of the test run period and commencement of the warranty period, i.e. after the signing of Protocol No. 2. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT (stated in the legislation that is valid and in force on the date of taxable supply) shall be added to the amount according to the previous sentence. An annex to the final invoice (tax document) according to letter b) of this paragraph will be a copy of the Protocol No. 2. The due date of the specified part of the price according to this point of this paragraph is 30 days from the signing of the Protocol No. 2.
- vi. The relevant provisions of this Contract related mutandis to the price and the payment terms for the Total price for the relocation and reinstallation of the Device shall apply mutatis. The same applies to provisions relating to sanctions with the proviso that where relevant, the Total price for the relocation and reinstallation of the Device to a new installation location will be applied instead of the total cost of the Device.
- vii. The Contractor shall deliver the Component in the quality and make as determined hereby. The Contractor is responsible for the Component correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought

by the Client, for using the materials complying with the relevant technical documents, and for SW function, proper and professional make reaching the state-of-the-art standard. The Contractor is responsible for the compliance of the Component with Annex No. 1(1a) and for ensuring full compatibility of the Component in the Device. The Contractor is also responsible for full and proper relocation and reinstallation of the Device, i.e. performing all required activities.

- viii. The warranty period for the Component quality is **12 months from the date of Protocol No. 2 "Relocation"**. The warranty period for the relocation and reinstallation of Device, i.e. activities carried out is **6 months from the date of Protocol No. 2 "Relocation"**. The warranty conditions and servicing of the Component and relocated Device shall be governed by Articles IX and X hereof accordingly including a formal change of the place of performance for providing warranty and servicing.
- ix. If the conditions under paragraph 2 to 4 of this Article are met and the Client shall duly apply the reserved change to the obligation according to this point 1.1. of this paragraph after 2 years after the end of the warranty period pursuant to the Article X, paragraph 2 hereof, the Contractor may request the Client in writing form an increase of the Total price for the relocation and reinstallation of the Device to a new installation location stated in bullet iv. of this point 1.1 and according similarly to the inflation clause in Article V, paragraphs 6 to 9 hereof, no later than 15 days from the publication of the Client's Request in Register of Contracts (paragraph 4 of this Article). The price increase becomes effective immediately upon delivery of the Contractor's written notice/request to the Client, provided that all requirements of this notice are met. For the avoidance of doubt, the Contractor may only increase the Total price for the relocation and reinstallation of the Device to a new installation location once and inflation rates cannot be added together the HICP shall apply at the rate set out in Article V, paragraph 8 hereof at the time of application of the inflation clause.

1.2 Expansion of the Device with a varnishing unit

- i. If the Client requests within 5 years after the end of the warranty period pursuant the Article X, paragraph 2 hereof and if the conditions under Paragraphs 2 to 4 of this Article are met:
 - a. the Contractor undertakes to ensure supply the Client with 1 (one) piece of complete fully functional **varnishing unit for the Device, i.e. Numbering sheet printing machine for producing banknotes delivered to the Client by the Contractor in accordance with this Contract**, including all necessary accessories and supplementary equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract according to this paragraph and in accordance with the General technical specifications attached to this Contract as in Annex No. 1 (1a), in accordance with Detailed technical description of the Contractor offered device extended with the Varnishing Unit in writing and Detailed technical drawings of offered device extended with the Varnishing Unit listed in Annex No. 1 (1c and 1d), which is an integral part of this Contract, and in accordance with the Tender, and within the terms stated in the Time Schedule for Expansion of the Device with a Varnishing unit attached to this Contract as Annex No. 3, which is an integral part hereof.

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

- b. The supplement of the Varnishing Unit according to the previous point includes also activities listed in Art. II paragraph 2 hereof except for the scope of operator training for the whole extended Device, which shall be provided in following range: for at least 5 persons conducted for a minimum of 10 working days (8 hours per day, 60 minutes per hour).
 - c. The place of performance and the installation site is the Client's new production plant, which will be built on plot No. 162/5, cadastral territory of Drahelčice in the municipality of Drahelčice, or to another location within a driving distance of 40 km from the Client's Production Plant I; The specification of the new installation site will be provided by the Client within the Request for the reserved change to the obligation.
 - d. The Contractor is obliged to ensure full installation of the Varnishing unit into the Device, consisting of inserting the Varnishing unit between the individual modules of the Device, including ensuring disassembly and reassembly of the Device and subsequent commissioning and operator training for the whole extended Device.
- ii. The relevant provisions of this Contract shall apply mutatis mutandis to the procedure for performance of the factory acceptance tests (FAT) with the exception of modified test parameters corresponding to the subject of performance of the reserved change to the obligation stated in Annex No. 8 hereof, transport with the difference that the Contractor will deliver the Varnishing unit according to the Time schedule in Annex No. 3 hereof without the need to make the Invitation by the Client in accordance with Article IV, paragraph 3 hereof, installation and commissioning of the Device, performance of the site acceptance tests (SAT) and test run, including the signing of the Protocol of the acceptance tests (FAT), Protocol No. 1 and Protocol No. 2 (marked "Varnishing unit" for differentiation).
 - iii. The price for the Varnishing Unit has been determined in accordance with the Contractor's Tender submitted under the tender procedure organised by the Client as the Contracting Authority and is set below:
 - a. Price for the Supplement of Varnishing Unit:
[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR excluding VAT.
 - b. Price for Operator training for Varnishing Unit/Extended Device:
[the Contracting Authority shall complete the price with number from the Participant's Tender] EUR excluding VAT.

Total price for the Supplement of Varnishing Unit

[the Contracting Authority shall complete the price with number from the Participant's Tender]
EUR excluding VAT

- iv. The provisions of Article V and VI of this Contract shall apply mutatis mutandis to the price and the payment terms for the total price for the Varnishing Unit including securing first non-payment bank guarantees and second non-payment bank guarantees in accordance with Article XV hereof provided that in the case of application of this reserved change to the obligation, the moment of "effectiveness of the contract" in sense of Art. VI, paragraph 1 point a) hereof is the moment of publication of the Client's Request in the register of contracts in accordance with Paragraph 4 of this Article. The same applies to provisions relating to sanctions with the proviso that where relevant, the Total price for the Supplement of Varnishing Unit will be applied instead of the total cost of the Device.
 - v. If the conditions under paragraph 2 to 4 of this Article are met, and the Client shall duly apply the reserved change to the obligation according to this point 1.1. of this paragraph after 2 years after the end of the warranty period pursuant to the Article X, paragraph 2 hereof, the Contractor may request the Client in writing form an increase of the Total price for the Supplement of Varnishing Unit stated in bullet iii. of this point 1.2 and according similarly to the inflation clause in Article V, paragraphs 6 to 9 hereof, no later than 15 days from the publication of the Client's Request in Register of Contracts (paragraph 4 of this Article). The price increase becomes effective immediately upon delivery of the Contractor's written notice/request to the Client, provided that all requirements of this notice are met. For the avoidance of doubt, the Contractor may only increase the Total price for the relocation and reinstallation of the Device to a new installation location once and inflation rates cannot be added together the HICP shall apply at the rate set out in Article V, paragraph 8 hereof at the time of application of the inflation clause.
 - vi. The warranty period for the Varnishing Unit quality is 12 months from the date of Protocol No. 2 "Varnishing Unit". The warranty conditions and servicing of the Varnishing Unit shall be governed by Articles IX and X hereof accordingly.
2. For the avoidance of any doubt, the Contracting Parties state that the Client is entitled, but not obliged, to apply a reserved change to the obligation according to point 1.1 or 1.2 of this Article either each separately or both jointly. The reserved change to the obligation is exercised by the Client by submitting a Request (above and hereafter referred to as the "**Request**"). For the purposes of this Article, the Request means a written document signed by a person authorized to sign this Contract and delivered via a postal service provider or via a data box. The date of making such written Request shall be deemed to be the date on which Request is delivered to the other Contracting Party.
 3. The Contractor shall confirm acceptance of the Request in writing by return, no later than 5 business days from receipt thereof.
 4. The Contractor acknowledges that after confirmation, the Request shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act). The publication shall be arranged by the Client. The Contractor shall be informed about the Request publication in a notice sent to the email address: **[the Contracting Authority shall complete with the data from the Tender]**.

5. In the event that the Client applies Requests for both reserved changes to the obligation under this Article of the Contract, the Contracting Parties will agree on a Time schedule for the implementation of both subjects of performance (relocation of Device and supplement of Varnishing Unit) so that activities, that are essentially identical/in nature for both subjects of performance are carried out simultaneously within one activity or in connection with each other. This means that the deadlines set for relocation and reinstallation of the Device in the Client's new production plant will not apply and these activities will be carried out within the Time schedule for the Expansion of the Device with a varnishing unit.

XVII. DURATION OF THE CONTRACT

1. This Contract comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Contract is entered into for an indefinite period of time with the Contracting Parties agreeing that the Contract may not be terminated before the expiry of **a period of 5 years** after the end of the warranty period pursuant the Article X, paragraph 2 hereof with the exception of cases of termination of the Contract according to letter a) or b) of the following Paragraph.
3. This Contract shall terminate
 - a) by written agreement of the Contracting Parties;
 - b) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party;
 - c) by written notice of termination by either Party, even without providing any reason for the notice and with the notice period of six months, which commences on the first day of the calendar month following the delivery of the written notice to the other Contracting Party and ends with the last day of the respective calendar month. This method of termination of the Contract can be used if the condition of the duration of the Contract according to Paragraph 2 of this Article is observed.
4. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) two unsuccessful factory acceptance tests were performed (FAT) and the Client refused to accept the Device or Varnishing Unit for this reason according to the Article VIII paragraph 3 hereof;
 - b) the Device or Varnishing Unit was not commissioned into operation and handed over to the Client within 2 months after futile lapse of the given period due to reasons attributable to the Contractor or the Device or Varnishing Unit does not fulfil the declared technical parameters;
 - c) a failure to meet the Technical specification of the Device or Varnishing Unit stated in the Annex No. 1a to this Contract;
 - d) the Device or Varnishing Unit 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;

- e) Contractor's statements referred to Article VI, paragraph 9 hereof proved to be false;
 - f) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI, paragraph 9 hereof;
 - g) the Device does not meet the requirements of Article IX, paragraph 7 hereof, even after the expiration of the term stated in the previous written Client's request for remedy;
 - g) breach of obligation under Article XIII, paragraph 1 hereof;
 - h) breach of obligation under Article XIII, paragraph 10 point c) hereof;
 - i) breach of the Contractor's obligations in Article XIII, paragraph 10 or 11 or 12 or 13 or 14 or 15 of this Contract;
 - j) breach of Article XIV hereof which has not been remedied following a previous notice for correction;
 - k) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.
5. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract or must be sent by registered mail.
 6. If the reason for termination of this Contract concerns the Varnishing Unit, i.e. the reasons for termination pursuant to letters a) to d) of the previous paragraph, the Client is entitled to withdraw from this Contract only to the part relating to the reserved change to the obligation pursuant to Article XVI, paragraph 1, point 1.2 of this Contract. In such a case, the Contractor is obliged to return the Device to its original condition before the application of the reserved change to the obligation at its own expense, if the Device has already been tampered with.
 7. 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.

XVIII. LIBERATION REASONS

1. The Contractor's total liability for claims of any kind made again him by the Client under this Contract or otherwise shall not exceed 100 % of the contract price, i.e. the total value of performance according to this contract. The Contractor is not liable for consequential, indirect or incidental damages. The limitations set forth in this paragraph shall not apply to damages arising from:
 - a. Contractor's fraud, wilful misconduct and gross negligence;
 - b. Third party claims for death and personal injury; and
 - c. Property damage, which are limited to insurance proceeds received by the Contractor.
2. The Contracting Party (hereinafter also referred to as "**Tortfeasor**") is released from the duty to provide compensation of any incurred harm, damages or loses from the liberation reasons which are force majeure or another 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 Contracting 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.

XIX. APPLICABLE LAW AND RESOLUTION OF DISPUTES

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

XX. FINAL PROVISIONS

1. The rights and obligations arising out of the present Contract may not be assigned to a third party without the consent of the other Contracting Party.
2. Subject to the conditions set out in paragraph 1 of this Article, the present contract shall be equally binding for the respective legal successors of the Contracting Parties.
3. The Contractor warrants to the Client that the device is not encumbered by third party rights.

4. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties. This provision shall not apply in the event of changes in the authorised representatives or contacts listed in the Contract, which may be addressed by means of an official letter and in the event according to Article II Paragraph 8 hereof, Article V Paragraph 6 hereof and Article XIII, Paragraph 10 point d) hereof.
5. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
6. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.
7. The Contractor hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „**Rights**“). In the case of the Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XVII hereof.
8. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which subject matter of this Contract is performed In the event that the Client learns in a credible and demonstrable manner that the Contractor has failed to fulfil its obligations according to the first sentence of this paragraph, and the Contractor, despite prior written notice from the Client, continues to fail to fulfil these obligations or does not seek remedial action, the Client has the right to withdraw from this Contract under the conditions specified in Article XVII of this Contract.
9. The Contracting Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Sb., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Client.
10. This contract is drawn up in electronic form, with both Contracting Parties receiving its electronic original with qualified electronic signatures of the responsible person and with a qualified electronic time stamp in accordance with REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic

identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Act No. 297/2016 Sb., on trust-creating services for electronic transactions, as amended later regulations. In the event that this Contract is not drawn up in electronic form for any reason, it will be drawn up and signed in two copies, with each of the Contracting Parties receiving one copy.

11. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
12. The following Annexes form an integral part of this Contract:

Annex No. 1: Technical specification

- 1.a: General technical specification of the Numbering machine **[the Participant to fill and submit according to the instruction stated directly in the document]**
- 1.b: Installation Site Drawing **[the Participant to fill and submit according to the instruction in the Art. 15.2 of the Tender Documentation]**
- 1.c: Detailed technical description of the offered Device in writing **[the Participant to submit according to the instruction in the Art. 15.2 of the Tender Documentation; Participant also may submit its Catalogue Sheets of the offered Device]**
- 1.d: Detailed technical drawings of the offered Device **[the Participant to submit according to the instruction in the Art. 15.2 of the Tender Documentation]**

Parts 1c and 1d of the Annex No. 1 always contain separate description/drawings of: (i) the offered Device; (ii) the offered Device with Pre-pilling device (according to the reserved change to the obligation in accordance with the Article XVI, paragraph 1, point 1.1 hereof "Relocation"); (iii) the offered Device with Varnishing Unit (according to the reserved change to the obligation in accordance with the Article XVI, paragraph 1, point 1.2 hereof "Varnishing Unit") and Pre-pilling device (according to the reserved change to the obligation in accordance with the Article XVI, paragraph 1, point 1.1 hereof "Relocation").

Annex No. 2: List of documents and technical documentation

Annex No. 3: Time Schedule

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

Annex No. 5: Protocol No. 1 (template) **[this is only template, do not fill in now]**

Annex No. 6: Protocol No. 2 (template) **[this is only template, do not fill in now]**

Annex No. 7: Maintenance form (template) **[this is only template, do not fill in now]**

Annex No. 8: Acceptance tests of banknote numbering machine (device)

Annex No. 9: The scope of the preventive inspections and maintenance **[the Contracting Authority will create this document from information stated in Participant's Tender]**

Annex No. 10: First non-payment bank guarantee (template) **[this is only template, do not fill in now]**

Annex No. 11: Second non-payment bank guarantee (template) **[this is only template, do not fill in now]**

In Prague, date _____

In **[•]**, date _____

For the Client:

For the Contractor:

Marek Šimandl,

CEO

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 printing machine

Required technical parameters

Nr.	Request of Contracting Authority:	The declaration of supplier/Contractor that it meets all the requirements of the Contracting Authority:
1	Two colours sheet-fed rotary letterpress numbering printing machine	[YES / NO]
2	Thermoregulation of printing and varnishing units (preparation for future option). The thermoregulation unit must be designed for the connection of the varnishing unit.	[YES / NO]
3	Additional third flexographic printing unit with plate cylinder (for over print of elements like dates, signatures or UV blocks on the sheet) with minimal: <ul style="list-style-type: none"> • One single ink fountain • Two inking rollers 	[YES / NO]
4	<i>Basic requirements</i> <ul style="list-style-type: none"> • Minimal range of processable sheet format 500x600 – 700x820 mm • Minimal printing area 660x800 (more is possible) • Minimal mechanical speed 12.000 sheet per hour • Minimal production speed 10.000 sheet per hour with mechanical numbering boxes with the speed regulation • Minimal Printing accuracy +/- 0,2 mm 	[YES / NO]
5	<i>Minimal range of processable substrates (cotton paper or polymer for banknote and high security production)</i> <ul style="list-style-type: none"> • grammage 70 – 120 gr/m² <i>Substrate can be refined by</i> <ul style="list-style-type: none"> • Offset printing • Digital printing • Intaglio printing • Hologram applications • Screen printing 	[YES / NO]
6	<i>Sheet feeder and Infeed register system for industrial printing</i> <ul style="list-style-type: none"> • minimal pile height 1000 mm (incl. pallets) • nonstop feeding • sheet register system with suckers • suction system for infeed with servo drivers and sheet transport • automatic paper size adjustment • adjustable sheet arrival time and size adjustment • suction and blow ai generator for optimal setting • sheet table at the feeder for depositing the sheets removed from the infeed table • sheet brake for stopping the sheet on the infeed table • adjustable guiding and holding systems for optimal sheet guidance (like Air blowers or brushes) 	[YES / NO]

	Printing and inking unit	
7	Cooling circuit for duct rollers and the naked cylinders all three printings unit (numbering printing unit 1st and 2nd colour and the third printing unit)	[YES / NO]
8	UV dried numbering (for magnetic inks) equipped with UV curing drying equipment	[YES / NO]
9	Movable bench unit for access to each inking unit	[YES / NO]
10	Ink agitators for all three printings unit (1st or 2nd third printing unit)	[YES / NO]
11	Remote control of maintaining and adjusting the ink flow in all fountains / inking blades (Colour control management system)	[YES / NO]
12	Lateral and circumferential register remote control for all three printings unit (for 1st and 2nd colour and the third printing unit)	[YES / NO]
13	Third inking roller for printing units 1 and 2 the third printing unit <ul style="list-style-type: none"> • for UV inks 	[YES / NO]
14	Cleaning equipment for numbering boxes on both cylinders with magnet -free design	[YES / NO]
15	<p>Quality control with minimal resolutions 300DPI for banknote production with display on monitor capable of detecting the following flaws:</p> <ul style="list-style-type: none"> • inspection of 6 columns of banknotes at minimum • 9 region of interest can be defined per note at minimum • system for checking of numbering algorithm, seals and signatures • system for register check and measurement of printed features • Simultaneous acquisition in RGB and IR spectrum • mismatch • missing character • misregister • extra character • print break • wheel alignment error • register error • over / under-inking • double print • statistic data , saving of the date and possibilities to share 	[YES / NO]
16	<p>Illumination for quality control</p> <ul style="list-style-type: none"> • for RGB • for IR 	[YES / NO]
17	<p>Utility for working with data from Quality control system</p> <ul style="list-style-type: none"> • to consolidate and view data • make different summary of results report making 	[YES / NO]
18	Semi-automatic roller washing for all three printings unit (numbering cylinder for 1st and 2nd colour and the third printing unit)	[YES / NO]
19	Ergonomic system to allow free access to the printing cylinder, to change blankets and for maintenance.	[YES / NO]
	detector and sensor equipment or functionality	
20	Make ready sheet detector (detecting colored sheets)	[YES / NO]
23	Full sheet detector (check of full length of a sheet)	[YES / NO]
24	Inverted sheet detector (proper feeding of a sheet)	[YES / NO]

25	Double sheet detector (detecting of double sheets)	[YES / NO]
26	Sensor for stopping of thicker body (ensures that thicker material does not penetrate the printing machine)	[YES / NO]
27	<p>“Data management” - Utility providing centralized access to the machine data at the operator console</p> <ul style="list-style-type: none"> • machine status view (speed, printing state, machine event, etc.) • managing loads (run batches / machine counters) • report generator / viewer • production view and production archiving system • machine data archiver • saving of the production setting • data from the quality control systems • possibility to log in under the password • connection for messaging protocol for the Internet of Things 	[YES / NO]
28	Utility for collecting manually triggered activities, such as waiting times (for paper, ink, etc.) with visualization of the activity state and a summary report ability	[YES / NO]
29	User module – utility for user login control and other “Data center” utilities / functions	[YES / NO]
30	Access of machine data to ERP system (CSV files)	[YES / NO]
31	Remote maintenance and technical support via secure VPN	[YES / NO]
32	Track and trace preparation for a future installation (at least holder for the camera or sensor for the common solutions on the market, holes and cable routing for future cable installation)	[YES / NO]
33	Overhauling possibilities for long term operations	[YES / NO]
34	<p>Other requirements</p> <ul style="list-style-type: none"> • CE conformity for using in EU • Ergonomics for EU countries • Noise level according to ISO 13023 • Operations menu and manual in Czech language 	[YES / NO]
Required accessory of the Device and related services		
35	Virtual smart glasses or other similar augmented reality and wearable device for effective online communication during remote support in case of Device failure or operator support (hereinafter referred to as “Glasses”). The Glasses must be capable of two-way audio-video communication in real time in hands-free mode. The Glasses must be designed for an industrial environment and equipped with a camera, a sound source (headphones or speaker), a microphone enabling background noise filtering and an image display. The communication must be secured in order to ensure the security of the transmitted data. The delivery includes a battery, charger and a case for safe storage of the Glasses.	[YES / NO]
36	Providing of the Remote technical support services via supplied Glasses for the duration of the Device warranty period (12 months after signing of the from the date of signing Protocol No. 2) as part of the delivery and price of the Device.	[YES / NO]
37	Availability of the Remote technical support services via supplied Glasses after Device warranty period on demand (repeatedly, always based on the Client's written request for the period of the annual subscription).	[YES / NO]

<u>Requirement for Equipment for conventional sequential numbering of banknotes including the required pieces of individual components</u>		
38	Numbering boxes are not included in the supplement (The supplement of the Numbering boxes is ensured on the basis of separate contract, the Contract for supply of Numbering boxes No. 045/OS/2025 concluded on January 9, 2026 with Zeiser GmbH, registered office at Friedrich-Wöhler-Str.11, 78576, Emmingen Liptingen, Germany, HRB 450657). The offered numbering printing machine must be able to use the Numbering boxes of the above-mentioned supplier (Zeiser GmbH) - type of the Numbering boxes - MAESTOSO KX.	[YES / NO]
39	The numbering shafts should be equipped with all parts needed to host mechanical boxes (Zeiser MAESOTO KX), such as carrier rings, cams (left and right), and counterweights in the correct amount, in order to equip one shaft with horizontal boxes and one shaft with vertical boxes, and to apply serial numbers on up to 60 notes per sheet (in 6 columns).	[YES / NO]
<u>Reserved change to the obligation - The relocation and reinstallation of the Device in the Client's new production plant</u>		
40	Pre-piling device including a frame with side supports and rails, which allows the preparation of a perfectly aligned (right or left) stack of paper before it is inserted into the press feeder	[YES / NO]
<u>Reserved change to the obligation - Expansion of the Device with a varnishing unit (VARNISHING for both side varnishing of banknotes)</u>		
41	Varnishing including UV dryer for varnishing with UV-curable varnish if is possible and the UV dryer for numbering is insufficient.	[YES / NO]
42	Drum logistic docking station with minimal consisting in one frame for one varnish drum, one washing agent drum, one waste drum and carriage for one additional varnish drum	[YES / NO]
43	Varnish cooling – reduction of varnish temperature in the barrel	[YES / NO]
44	Pipe/hose connection for varnishing functionality	[YES / NO]
45	Set of 2 guide rollers on the recto & verso plate cylinder to install the flexographic plate in the varnish module	[YES / NO]
46	Full sheet detector behind the varnishing unit	[YES / NO]

List of documents and technical documentation

I.

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

- a) in Czech language and in 4 counterparts or in 1 counterpart and electronically on a USB Flash drive:
 - aa) operating and maintenance instructions,
 - ab) safe work rules,
 - ac) detailed description of all its IT systems, its configurations, including all possible options for system and setting backups or update of supplied SW and remote-control configuration for S2S safe remote access.

- b) in the English or the German language
 - ba) in 4 counterparts or in 1 counterpart and electronically on a USB Flash drive
 - a general description of the Device, including any associated equipment,
 - electrical wiring diagram,
 - lubrication and cooling plan,
 - service manual for electronic devices,
 - Backup frequency recommendations for all delivered IT systems

 - bb) in 1 counterpart
 - declaration of conformity pursuant to 2006/42/EC and the CE mark,
 - list of technical standards, harmonized standards and IEC and CEE standards relevant to the Device,
 - risk analysis (description of the accepted methods of removing or reducing the hazards posed by the mechanical equipment)
 - a list of all consumables for the operation of the Device, including Material safety data sheets, recommended suppliers of the consumables and their prices.
 - limit values of device vibrations with a description of the measurement methodology and the measuring points used on the device for performing non-dismantling diagnostics, and possibly also a protocol from the measurement performed
 - limits for thermo diagnostic according to ISO 18434-1

- c) USB disk with all current backups of supplied control and IT systems.

II.

1. The Contractor agrees to provide inspection bodies of both Contracting Parties with the required technical documentation pertaining to the Device and describing the method used to assess conformity, including all source documents in the scope defined by the applicable technical rules of both Contracting Parties.
2. The Contractor acknowledges that the Device manufacturer is obligated to keep technical documentation on its premises for 10 years after the manufacturing or sale of the Device production was discontinued; this period of time may be specified differently.

Time Schedule – Delivery of the Numbering device

	Deadline:	Activity:	Note:
		Contract signature	
		Publication of the Contract in the Register of contracts (= taking effect of the Contract)	
#1	within 1 week after taking effect of the Contract,	Handover of the first non-payment bank guarantee which will expire upon the signing of Delivery Note	Art. VI para. 1 point a) and XV para 1 and 2.
#2	according to Art. VI para. 1 point a) and XV para 2 of the Contract.	Handover of the proforma invoice of 30 % of the total price	Art. VI para. 1 point a)
#3	Within 50 weeks after taking effect of the Contract	Factory Acceptance Tests (FAT) at the Contractor's manufacturing plant - before shipping	Art. IV para. 2 + Art. VIII + Annex No. 8
#4	next working day after receipt of samples	Evaluation and acceptance of FAT - signing of the Protocol of the acceptance tests (FAT). Details about FAT stated in Article VIII	Art. VIII
#5	according to Art. VI para. 1 point b)	Handover of the proforma invoice of 20 % of the total price after the signing of Protocol of the acceptance tests (FAT)	Art. VI para. 1 point b)
#6	Within 60 calendar days after receiving the Client's Invitation	Delivery of the Device – signing of the Delivery Note	Art. IV para. 3
		Expire of the first non-payment bank guarantee	
#7	according to Art. VI para. 1 point c)	Handover of the final invoice of 100 % of the total price, payment of 30 % of the total price after signing of delivery note	Art. VI para. 1 point c)
#8	Within 75 weeks after taking effect of the Contract	Protocol No. 1 signing confirming: <ul style="list-style-type: none"> • unloading of the Device and transport to the installation site • installation and commissioning of the Device • delivery of necessary documents required by the Contract including handover of documents and technical documentation according to Annex No. 2 in Czech language • training of the Client's operator and maintenance personnel • device acceptance tests in the Client's premises (SAT) • beginning of the 60-days test run 	Art. IV para. 5 and 6+ Art. IX para. 4
#9	according to Art. VI para. 1 point d)	Payment of 10% of the total price after the signing of Protocol no. 1 (SAT)	Art. VI para. 1 point d)
#10	60 days after beginning of the test run	End of the 60-day test run, signing of the Protocol No. 2 (=beginning of the warranty period)	Art. IX para. 7
#11	according to Art. XV para. 4 and 5.	Handover of the second non-payment bank guarantee which will expire upon the end of the warranty period	Art. XV para. 4 and 5

#12	according to Art. VI para. 1 point e)	Payment in amount of 10% of the total price	Art. VI para. 1 point e)
#13	12 months after signing Protocol No. 2	End of the warranty period	Art. X para. 2
		Expire of the second non-payment bank guarantee	

Time Schedule –Expansion of the Device with a Varnishing unit (reserved change to the obligation)

	Deadline:	Activity:	Note:
#0		Application of the reserved changes to the obligation (Request) for Varnishing Unit and the Publication of the Request in the Register of Contracts	Art. XVI para. 2 to 4
#1	according to Art. VI para. 1 point a) and XV 1.	Handover of the first non-payment bank guarantee which wil expire upon the signing of Delivery	Art. XV para 1 and 2
#2	according to Art. VI para. 1 point a) of the Contract	Handover of the proforma invoice of 30 % of the total price	
#3	Within 50 weeks after the Publication of the Request in the Register of Contracts	Factory Acceptance Tests (FAT) at the Contractor's manufacturing plant - before shipping	
#4	next working day after receipt of samples	Evaluation and acceptance of FAT - signing of the Protocol of the acceptance tests (FAT). Details about FAT stated in Article VIII	
#5	according to Art. VI para. 1 point b)	Handover of the proforma invoice of 20 % of the total price for the Supplement of Varnishing Unit to the signing of FAT	
#6	Within 60 weeks after the Publication of the Request in the Register of Contracts	Delivery of the Device – signing of the Delivery Note	
		Expire of the first non-payment bank guarantee	
#7	according to Art. VI para. 1 point c)	Handover of the final invoice of 100 % of the total price for the Supplement of Varnishing Unit, payment of 30 % of the total price after singing of delivery note	
#8	Within 75 weeks after the Publication of the Request in the Register of Contracts	Protocol No. 1 "Varnishing unit" signing confirming: <ul style="list-style-type: none"> • Unloading of the Varnishing unit and transport to the installation place • Installation of the Varnishing unit into the Device and commissioning of the Device and Varnishing unit • delivery of necessary documents required by the Contract including handover of documents and technical documentation according to Annex No. 2 in Czech language • operator training for whole/expanded Device • Device acceptance tests in the Client's premises (SAT) • beginning of the 60-days test run 	
#9	according to Art. VI para. 1 point d)	Payment of 10% of the total price after the singing of Protocol no. 1 (SAT)	

#10	60 days after beginning of the test run	End of the 60-day test run, signing of the Protocol No. 2 "Varnishing unit" (= beginning of the warranty period)	
#11	according to Art. XV para. 4.	Handover of the second non-payment bank guarantee which wil expire upon the end of the warranty period	
#12	according to Art. VI para. 1 point e)	Payment in amount of 10% of the total price for the Supplement of Varnishing Unit	
#13	12 months after signing Protocol No. 2 "Varnishing unit"	End of the warranty period	
		Expire of the second non-payment bank guarantee	

(template)

Protocol of the acceptance tests (FAT)

Numbering sheet printing machine for producing banknotes

(hereafter referred to as the "Device")

Model: [REDACTED]

Serial No.: [REDACTED]

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

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

The Client:

- a) states that during the tests performed on [REDACTED], serial No. [REDACTED] the factory acceptance test (FAT) was successfully completed and that no major defects or deviations were reported. The Device complies with the requirements and technical parameters specified by the Client under the Contract No. 070/OS/2025 (hereafter referred to as the "Contract").
- b) hereby confirms that the Contractor shall arrange for transportation of the Device to the Client's Production plant I in accordance with Article IV Paragraph 3 of the Contract.

NOTES:

[REDACTED]

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

In [REDACTED], on [REDACTED]

On behalf of the Client:

Státní tiskárna cenin, s. p.

name [REDACTED]

On behalf of the Contractor:

[REDACTED]

name [REDACTED]

(template)
Protocol No. 1

Numbering sheet printing machine for producing banknotes

(hereafter referred to as the "Device")

Model: [REDACTED]

Serial No.: [REDACTED]

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

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

The Client:

- a) hereby confirms the acceptance, installation and commissioning of the Device and the acceptance of all necessary documents and technical documentation specified in the Contract No. 070/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 [REDACTED], serial No. [REDACTED] the final acceptance test (SAT) was successfully completed and that no defects or deviations were reported. The Device complies with the requirements and technical parameters specified by the Client under the Contract.

NOTES:

[REDACTED]

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

In Prague, on [REDACTED]

On behalf of the Client:

Státní tiskárna cenin, s. p.

name [REDACTED]

On behalf of the Contractor:

[REDACTED]

name [REDACTED]

(template)
Protocol No. 2

Numbering sheet printing machine for producing banknotes
(hereafter referred to as the "Device")

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 completion of the 60-day test run of the Device;
- b) hereby confirms that no defects or deviations were recorded during the test run of the Device. The Device complies with the requirements and technical parameters specified by the Client in the Contract No. 070/OS/2025.
- c) The 12-month warranty period covering the Device commences on the date when this protocol is signed.

NOTES:

██████████

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

In Prague, on [REDACTED]

On behalf of the Client:

Státní tiskárna cenin, s. p.

name [REDACTED]


title [REDACTED]

On behalf of the Contractor:

[REDACTED]

name [REDACTED]

title [REDACTED]

		<h1>LIST OPRAVY</h1> <h2>MAINTENANCE FORM</h2>  <p>Státní tiskárna cenin, s.p. Production Plant I Růžová 943/6, Nové Město 110 00 Praha 1, Czech Republic Tel: 00420 236 031 333</p>	
Záruční oprava / Guarantee conditions: * ANO / YES NE / NO Požadavek přijal / The call received by:		Intervention No.: Intervention N°:	
Šedou plochu vyplní STC / Grey areas are to be filled by STC			
Oprava objednána dne, čas / Date and time of intervention order :			
Jméno objednatele / Name of customer representative:		Operátor stroje / Machine operator:	
Zařízení / Device: Číslovací archový tiskový stroj na výrobu bankovek / Numbering sheet printing machine for producing banknotes			
Výrobní číslo / Serial number:		MACHINE stop: * ANO / YES NE / NO	
Defect description: / Failure description:			
Defect diagnosis: / Diagnostic:			
Jméno technika: / Technician's name:			
Průběh opravy: / Repair description:			
Oprava dokončena / Problem solved:		* ANO / YES NE / NO	
Datum - čas objednání opravy / Intervention order date - time:			
Datum - čas začátku opravy / Intervention beginning date - time :			
Datum - čas ukončení opravy / Intervention end date - time :			
Použitý materiál při opravě / Spare used:		* ANO / YES NE / NO	
Reference	Popis / Designation	Počet / Quantity	
Jméno / Name :		ZÁKAZNÍK / CLIENT Státní tiskárna cenin, s.p. Production Plant I	
Podpis/ Signature :		Jméno / Name :	
		Podpis / Signature :	

* Cross what does not apply

(template)

First non-payment bank guarantee

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

ADVANCE BANK GUARANTEE No.

Dear Sir or Madam,

We have been informed that the company [] (hereinafter referred to as the “Contractor”) has entered into Contract No. [] dated [] (hereinafter referred to as the “Contract”) with you for the delivery of a **Numbering sheet printing machine for producing banknotes** including equipment and related services.

We are also aware that under the contractual terms, **Státní tiskárna cenin, s. p.** (hereinafter referred to as the “Client”) shall pay the Contractor a 30% (thirty percent) advance of the contractual price, i.e. [] EUR (in words: [] Euro).

We are further aware that under the contractual terms, a guarantee is required for the contractual performance to ensure the fulfillment of the Contractor’s obligations arising from the above-mentioned Contract and the advance payment.

At the request of the Contractor, we, [] (Commercial Register [] – VAT []), hereby irrevocably undertake to pay you an amount equal to 30% (thirty percent) of the contractual price, i.e. a maximum of [] EUR (in words: [] Euro), upon receipt of your first written demand sent by registered mail or express courier (e.g. DHL, FedEx), stating:

- that the Contractor has breached its obligations under the above-mentioned Contract, and
- specifying which contractual obligation(s) the Contractor has breached.

A condition for any claim and payment under this guarantee is that the above-mentioned advance payment has been transferred to the Contractor’s account No. [] held with our bank, whose registered office is located at [].

Our liability under this guarantee shall commence from the date and in relation to the crediting of the above-mentioned advance payment and shall expire on the date of signature of Delivery Note by both Contractual Parties, as stated in Article IV paragraph 3 of the Contract, duly evidenced by submission of a dated (photo)copy of said Delivery Note by the Contractor to our bank.

Therefore, any claims under this guarantee must be delivered to our service office no later than 7 calendar days from the date of signature of Delivery Note.

This guarantee is governed by [redacted] law. All disputes related to this bank guarantee shall be finally settled by the decision of the [redacted].

Signatures

In [redacted], on [redacted]

(template)

Second non-payment bank guarantee

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

ADVANCE BANK GUARANTEE No.

Dear Sir or Madam,

We have been informed that the company [redacted] (hereinafter referred to as the “Contractor”) has entered into Contract No. [redacted] dated [redacted] (hereinafter referred to as the “Contract”) with you for the delivery of a **Numbering sheet printing machine for producing banknotes** (hereinafter referred to as the “Device”) including equipment and related services.

We are aware that, under the contractual terms, a guarantee for contractual performance is required to ensure the fulfillment of the Contractor’s warranty obligations arising from the warranty period for the quality of the Device, as stated in Article X the Contract.

We are further aware that under the contractual terms, a guarantee is required for the contractual performance to ensure the fulfillment of the Contractor’s obligations arising from the above-mentioned Contract and the advance payment.

At the request of the Contractor, we, [redacted] (Commercial Register [redacted] – VAT [redacted]), hereby irrevocably undertake to pay you an amount equal to 5% (five percent) of the contractual price, i.e. a maximum of [redacted] EUR (in words: [redacted] Euro), upon receipt of your first written request sent by registered mail or express courier (e.g. DHL, FedEx), stating:

- that the Contractor has breached its warranty obligations under the above-mentioned Contract, and
- specifying which provision(s) of the Contract the Contractor has breached.

Our liability under this guarantee shall take effect from the date of signature of Protocol No. 2 by both Contractual Parties, as stated in Article XV, Paragraph 4 of the Contract, duly evidenced by submission of a dated (photo)copy of said Protocol No. 2 by the Contractor to our bank, and

shall expire upon the lapse of the 12-month warranty period (Article X, Paragraphs 2 and 10 of the Contract).

Any claim under the warranty obligations arising from this Contract must be submitted to our office no later than 7 calendar days from the final date of the 12-month warranty period in order to be valid.

We will notify you by registered mail or express courier of the date on which this guarantee becomes effective, as well as the date on which it expires and the date by which a claim based on this guarantee must be received at our office.

This guarantee is governed by [REDACTED] law. All disputes related to this bank guarantee shall be finally settled by the decision of the [REDACTED].

Signatures

In [REDACTED], on [REDACTED]

TENDER COVER SHEET	
Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	Numbering sheet printing machine for producing banknotes
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:	Marek Šimandl, CEO
Contact person:	Šárka Kadlecová
E-mail:	kadlecova.sarka2@stc.cz
Contractor	
Name:	.....
Registered office:	.....
Correspondence address:	.....
Company Reg. No., Tax Reg. No.:	.....
Tel.:	.....
E-mail:	.....
Person competent to act on behalf of the Contractor:	.....
Contact person:	.....
Tel.:	.....
E-mail:	.....
Small or medium-sized enterprise	YES / NO

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) LIST OF SIGNIFICANT SUPPLIES

In accordance with the Contracting Authority's requirement stated in Article 10.6 of the Tender Documentation, I submit one significant supply provided in the last 5 years prior to the commencement of the tender procedure:

1. Significant Supply	
Name of the contractor who provided the performance:	
Name of the client the contract was performed for:	
Period of performance (in details of months):	
Scope of performance (subject):	
Financial volume:	
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)	

3) LIST OF SUBCONTRACTORS

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

with their registered office at:

represented by:

Reg. No.:

.....
.....
.....
.....

Type and scope of services to be provided by the subcontractor:

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

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

X

2) As a tenderer under the tender procedure, we hereby solemnly declare that we do not intend to assign any part of the public contract to any subcontractor*

*If 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.

4) AFFIDAVIT ON CONFLICT OF INTERESTS

As a person authorized to act in the name of or for the Contractor, hereby declare on my honor 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 interests¹, 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.

¹ For the English version of the Act, please use this link: <https://www.zakonyprolidi.cz/cs/2006-159> to translate the website into English.

5) 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 destabilizing 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 regarding activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
4. As a person authorized to act on behalf of or on behalf of the Contractor, I hereby declare on my honour that for purposes of performance of the Public Contract, no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.

6) AFFIDAVIT OF ACCEPTANCE OF THE DRAFT CONTRACT

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

Data to complete the Draft Contract:	
Contract number (optional):	
Bank details:	
Bank account number:	
IBAN:	
SWIFT:	
Representatives authorized to negotiate in contractual and economic matters (names):	
Representatives authorized to negotiate in factual and technical matters (names, e-mail addresses, telephone contacts):	
E-mail address for sending notifications of Client's Invitation to supply the Device according to Sec. IV (3) of the Draft Contract	
The maximal scope of operator training offered by the Contractor according to sec. V (2) of the Draft Contract:	
Telephone contact for sending notifications of defects (complaints) according to Sec. X (5) of the Draft Contract:	
E-mail address for sending notifications of defects (complaints) according to Sec. X (5) of the Draft Contract:	
Contractor's E-mail address for sending requests for preventive inspections, maintenance and out of warranty service, according to Sec. XI (6) of the Draft Contract:	
Contractor's E-mail address for sending requests for Remote technical support services via supplied Glasses, according to Sec. XI (11) of the Draft Contract:	
Contractor's E-mail address for sending orders for spare parts and consumables, according to Sec. XI (12) of the Draft	

Contract:	
Contractor's E-mail address for sending requests for sending information about the Request publication, according to Sec. XVI (4) of the Draft Contract:	
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:	

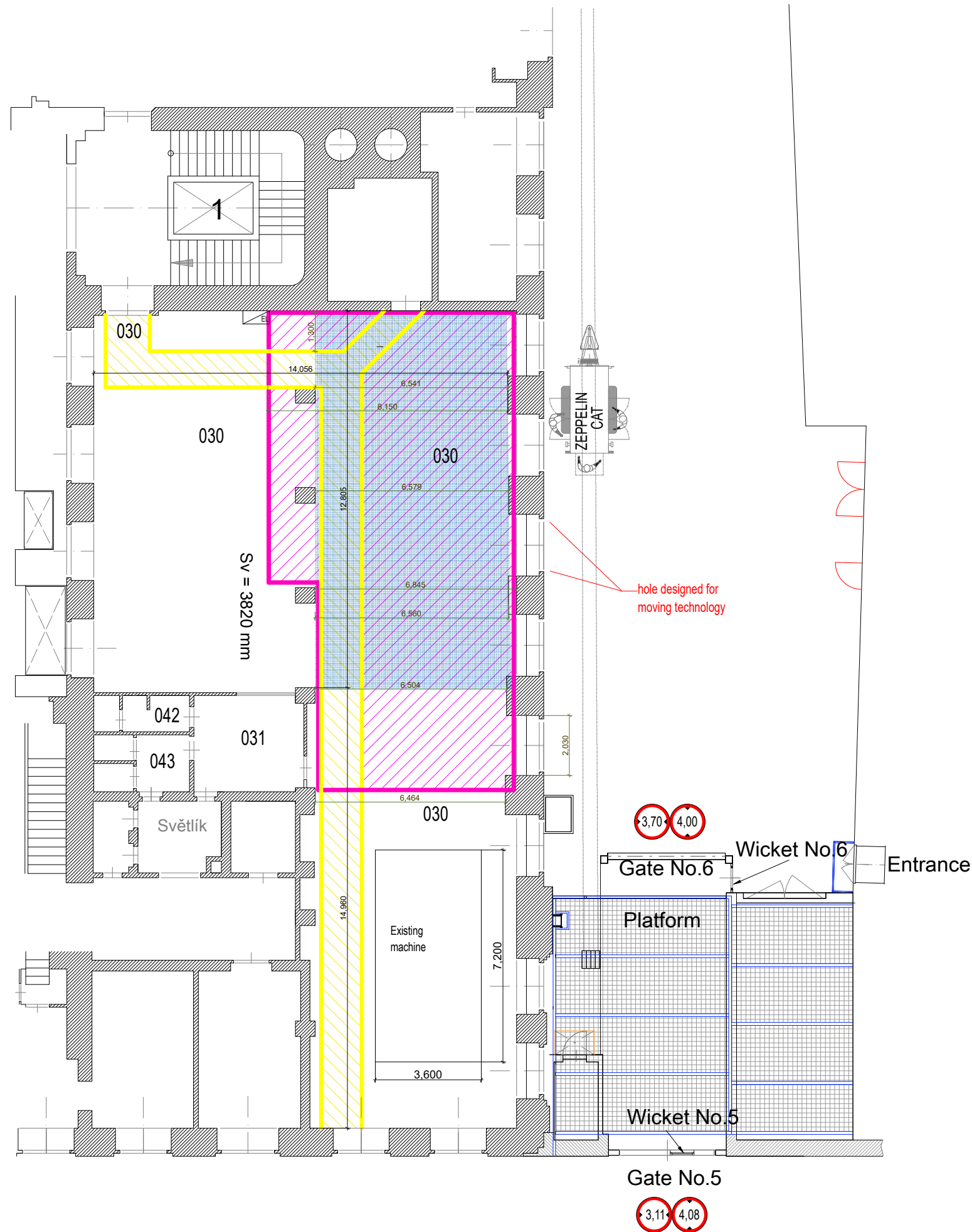
Public Contract: "Numbering sheet printing machine for producing banknotes"

Item	Note	Estimated quantity (for 15 years)	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Total price in EUR excl. VAT
1.	Price for the Device in EUR excl. VAT	1	Pc.	- €	- €
2.	Price for operators training Art. II (2) point c) (operators training)	1	total price	- €	- €
3.	Virtual smart glasses or other similar augmented reality and wearable device for effective online communication during remote support in case of Device failure or operator support	1	Pc.	- €	- €
4.	Annual fee for providing of the Remote technical support services via supplied Glasses	15	year	- €	- €
5.a	Price for carrying out a preventive inspections and maintenance of the Device during the Contractor's working hours (on working days from 8:00 to 18:00) in EUR excl. VAT	(in accordance with the Art. V (5) point a) of the Draft Contract) - mechanical engineer, instructor	0	hour	- €
5.b		(in accordance with the Art. V (5) point a) of the Draft Contract) - electrical engineer, specialist	0	hour	- €
5.c		(in accordance with the Art. V (5) point a) of the Draft Contract) - SW specialist	0	hour	- €
6.a	Price for providing out-of-warranty maintenance of the Device during the Contractor's working hours (on working days from 8:00 to 18:00) in EUR excl. VAT	(in accordance with the Art. V (5) point a) of the Draft Contract) - mechanical engineer, instructor	240	hour	- €
6.b		(in accordance with the Art. V (5) point a) of the Draft Contract) - electrical engineer, specialist	240	hour	- €
6.c		(in accordance with the Art. V (5) point a) of the Draft Contract) - SW specialist	120	hour	- €
7.a	Price for out-of-warranty maintenance of the Device during the Contractor's working hours (on working days from 18:00 to 8:00) in EUR excl. VAT	(in accordance with the Art. V (5) point b) of the Draft Contract) - mechanical engineer, instructor	16	hour	- €
7.b		(in accordance with the Art. V (5) point b) of the Draft Contract) - electrical engineer, specialist	16	hour	- €
7.c		(in accordance with the Art. V (5) point b) of the Draft Contract) - SW specialist	8	hour	- €
8.a	Price for out-of-warranty maintenance of the Device on Saturdays and Sundays or on public holidays in EUR excl. VAT	(in accordance with the Art. V (5) point c) of the Draft Contract) - mechanical engineer, instructor	4	hour	- €
8.b		(in accordance with the Art. V (5) point c) of the Draft Contract) - electrical engineer, specialist	4	hour	- €
8.c		(in accordance with the Art. V (5) point c) of the Draft Contract) - SW specialist	2	hour	- €
Total Life Cycle Cost Device + 15 years(for evaluation purpose only)					- €
9.	The relocation and reinstallation of the Device in the Client's new production plant	1	Pc.	- €	- €
10.	Price for pre-piling solutions (Component)	1	Pc.	- €	- €
11.	Price for delivery and integration of the Varnishing Unit to the Device	1	Pc.	- €	- €
12.	Price for operators training Art. II (2) point c) (operators training)	1	total price	- €	- €
Total tender Price for RESERVED CHANGES TO THE OBLIGATION (for evaluation purpose only)					- €
Total tender Price (for evaluation purpose only)					- €
<p>Participant shall fill in all yellow parts with prices with a precision of two decimal places. The data in cells D8, D9, and D10 will be filled in on the sheet Preventive inspections. Cells F11, F12, and F13 will be filled in automatically</p>					




Annex No. 3 of Tender Documentation - "Evaluation Model" - Preventive inspections (15 years) // Annex No. 9 of the Draft Contract - "The scope of the preventive inspections and maintenance"
 Public Contract "Numbering sheet printing machine for producing banknotes"


Item	Note	Recommended frequency / 1 year (number of tasks within the warranty period)	Number of hours for one task	Total hours in 15 years	The scope of the preventive inspections and maintenance (text - description of individual activities)
3a.	Frequency and scope of carrying out a preventive inspections and maintenance of the Device*	<i>(in accordance with the Art. V (5) point a) of the Draft Contract) - mechanical engineer, instructor</i>	0	0	
3b.		<i>(in accordance with the Art. V (5) point a) of the Draft Contract) - electrical engineer, specialist</i>	0	0	
3c.		<i>(in accordance with the Art. V (5) point a) of the Draft Contract) - SW specialist</i>	0	0	

*The Contracting Authority expects annual usage in operation: 2500 hours



1.NP (ground floor)

-  machine mounting area
-  permanently permeable corridor
-  space with increased load-bearing capacity of the ceiling structure

Kreslil (Drawn up)	Petr Filip	Schválil (Approved)	Ing. Pavel Rokos	 STC
Státní tiskárna cenin s.p., Růžová 943/6, Praha 1 ČÁSTEČNÝ PŮDORYS PODLAŽÍ (PARTIAL FLOOR PLAN)				
Formát (Format)				A3
Datum (Date)				13.4.26
Měřítko (Scale)				-
List (Sheet)				1
Listů (Sheets)				1
Podklady - nový číslovací stroj (Documents - new numbering machine)				

MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

The selected supplier (i.e., the winner of the tender procedure) **must submit certain qualification documents before the conclusion of the contract.**

The Contracting Authority will accept **simple copies of these documents**; electronic originals or officially authorized conversions from paper originals to electronic form are no longer required. In other words, **scanned copies are now sufficient.**

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

Please note that the Contracting Authority does not bear any responsibility for any difficulties or complications that may arise in the process of applying for these documents using the provided forms. The options below are not the only possible methods, but they are the ones most commonly used and verified in practice.

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 Act¹: 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/

¹ 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.

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 an administrative fee of at least 100 CZK shall be paid.

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

Documents in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

(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 requirements/documents shall be proved obligatory:

(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 below 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 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**. E-mail is not allowed.

The English versions of applications 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 be sent 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 tender, they will have the quality of electronic original.

In the 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 tender, 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

E-mail: podatelna2001@fs.mfcr.cz

Note that an administrative fee of 100 CZK shall be paid. The supplier will receive payment details for the bank transfer directly from the Tax Authority at the contact e-mail address provided in the application.

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: +420 283 104 111

E-mail: posta.xa@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 the locally competent Tax Authorities and Social Security Office.

Documents in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

(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

Thus, suppliers submit this document only 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 is to download the excerpt from 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.

Document in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

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 správní poplatek, prosím o zaslání platebních údajů na níže uvedené kontaktní údaje.

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

E-mail: []

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, please request the payment details using the contact information provided below.

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

E-mail: []

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:

E-mail: _____
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 (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:

E-mail: []

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"