

## WRITTEN REPORT OF THE CONTRACTING AUTHORITY

**„Laminating Press Delivery (Reissue)“****“Dodání laminačního lisu (znovuvyhlášení)”**

In accordance with the Sec. 217 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “Act”) the Contracting Authority has made this written report on the above-mentioned over-threshold public contract for supplies to be awarded in an open procedure by the Act.

1) Data in accordance with the provision of Sec. 217(2)(a) of the Act:

Contracting Authority: STÁTNÍ TISKÁRNA CENIN, státní podnik  
Registered office: Prague 1, Růžová 6, House No. 943, 110 00, Czech Republic  
Represented by: Tomáš Hebelka, MSc, Chief Executive Officer  
Business ID: 00001279

The subject matter of this public contract is the Contractor's obligation to supply **1 piece of a Laminating Press**, including all other related accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of the Draft Purchase Contract and in line with the technical specifications attached to the Draft Purchase Contract as **Annex No. 1** (hereafter referred to as the "**Device**").

The subject of this public contract also includes the:

- a) transportation of the Device including liability insurance which provides cover for damage to the Device, with a compensation limit as determined in Art. XII (1) of the Draft Purchase Contract, DAP Praha (Incoterms® 2020),
- b) installation and commissioning of the Device, including 30 calendar days of its test run,
- c) training of specified Buyer's employees in the Device operation and maintenance for at least 5 persons (hereinafter referred to as the "operator training"), conducted at the Buyer's facility for a minimum of 3 business days (8 hours per day, 60 minutes per hour),
- d) handover of certificates and documents relating to the use of the Device, as specified in Annex No. 2 of the Draft Purchase Contract (in particular, operating and maintenance instructions, technical documentation in the Czech language).
- e) filling of heating fluid and commissioning of the supplied Heating Unit,
- f) supply and installation of a special connector/s (connecting flanges and cables) enabling cable connection between Device, Heating Unit or switch cabinet in case that the Device offered by the Contractor demands it.

The price of the subject of this public contract pursuant to Article V. par 2 of the Purchase Contract (excluding VAT)	248 920 EUR
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The prices for performance of the subject of this public contract pursuant to Article VII. par 1 of the Contract for Work (excluding VAT)	
Flat-rate for each scheduled preventive inspection, all related costs of the engineer	2 750 EUR
Rate per 1 hour of unscheduled servicing of the Device during the Contractor's business hours (on business days from 8:00 to 18:00) amounting to	<ul style="list-style-type: none"> <li>• 125,00 EUR (mechanical engineer, instructor)</li> <li>• 168,75 EUR (electrical engineer, specialist)</li> </ul>
Rate per 1 hour of unscheduled servicing of the Device outside the Contractor's regular business hours (on business days from 18:00 to 8:00) amounting to	<ul style="list-style-type: none"> <li>• 188,50 EUR (mechanical engineer, instructor)</li> <li>• 253,00 EUR (electrical engineer, specialist)</li> </ul>
Rate per 1 hour of unscheduled servicing of the Device on Saturdays and Sundays or on public holidays, amounting to	<ul style="list-style-type: none"> <li>• 377,00 EUR (mechanical engineer, instructor)</li> <li>• 506,00 EUR (electrical engineer, specialist)</li> </ul>
Lump-sum price covering all costs incurred by the Contractor's engineer (costs of travelling to the Client's Site and back, accommodation, travel expenses, time on the road, etc.) when conducting unscheduled servicing on the Device.	490 EUR

2) Data in accordance with the provision of Sec. 217(2)(b) of the Act:

Open over-threshold procedure

3) In accordance with the provision of Sec. 217(2)(c) of the Act:

Tender No.	Participant
3.	<b>Mühlbauer GmbH &amp; Co. KG</b> Business ID: HRA 9073 Registered office: Josef-Mühlbauer-Platz 1, 93426 Roding, Germany
4.	<b>Maschinenfabrik Lauffer GmbH &amp; Co. KG</b> Business ID: HRA 722079 Registered office: Industriestrasse 101, 72160 Horb am Neckar, Germany

4) In accordance with the provision of Sec. 217(2)(d) of the Act:  
No participant was excluded from the tender procedure.

5) In accordance with the provision of Sec. 217(2)(e) of the Act:

Selected contractor:

Business name: **Mühlbauer GmbH & Co. KG**

Registered office: Josef-Mühlbauer-Platz 1, 93426 Roding, Germany

Business ID: HRA 9073

**Reason for selection:**

In accordance with the provision of Sec. 114(1) of the Act, the basic evaluation criterion for the award of this public contract was the economic advantageousness of the tender.

The total economic advantageousness of the tender was evaluated by awarding points according to the criteria as stated below (Art 10.2 of TD), determined in the descending order, with a weight determined as percentage.

Method of evaluation partial criteria is further specified in Art. 10.5 of the Tender Documentation.

The Contracting Authority determined these evaluation partial criteria, based on which the economic advantageousness has been assessed:

Name of the Evaluation partial criterion		Weight in %	Mühlbauer GmbH & Co. KG		Maschinenfabrik Lauffer GmbH & Co. KG	
A	Tender price for the Device in EUR excl. VAT in accordance with the in Art. V (2) of the Draft Purchase Contract	85 %	<b>248 920 EUR</b>	<b>85</b>	<b>298 600 EUR</b>	<b>70,86</b>
B	Tender price for four-year maintenance service in EUR excl. VAT in accordance with the Annex 7 hereof	15 %	<b>99 700 EUR</b>	<b>15</b>	<b>296 040 EUR</b>	<b>5,05</b>
<b>TOTAL POINTS</b>				<b>100</b>		<b>75,91</b>

6) In accordance with the provision of Sec. 217(2)(f) of the Act:  
No subcontractors are known to the Contracting Authority.

- 7) In accordance with the provision of Sec. 217(2)(g) of the Act:  
Negotiated procedure with prior publication or competitive dialogue procedure was not used.
- 8) In accordance with the provision of Sec. 217(2)(h) of the Act:  
Negotiated procedure without prior publication was not used.
- 9) In accordance with the provision of Sec. 217(2)(i) of the Act:  
Light regime was not used.
- 10) In accordance with the provision of Section 217(2)(j) of the Act:  
The tender procedure has not been cancelled.
- 11) In accordance with the provision of Sec. 217(2)(k) of the Act:  
The Contracting Authority used electronic forms of communication.
- 12) In accordance with the provision of Sec. 217(2)(l) of the Act:  
Conflict of interest has not been identified.
- 13) In accordance with the provision of Sec. 217(2)(m) of the Act:  
This public contract has not been divided into individual parts. The subject of this public contract is the laminating press delivery, including all other related accessories and equipment for which the Contracting Authority requires the proper functioning of the equipment as a whole.
- 14) In accordance with the provision of Sec. 217(2)(n) of the Act:  
The Contracting Authority did not require fulfilment of economic qualification.

Prague, *dated as per the electronic signature*

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Tomáš Hebelka, MSc  
Chief Executive Officer  
on behalf of the Contracting Authority  
STÁTNÍ TISKÁRNA CENIN, státní podnik