

**STÁTNÍ TISKÁRNA CENIN, státní podnik**

Prague 1, Růžová 6, No. 943, Zip Code: 110 00, Czech Republic  
represented by: Tomáš Hebelka, MSc, Chief Executive Officer

(hereinafter „The Contracting Authority“)

Prague, dated 7. 2. 2018

**CHANGE OF TENDER DOCUMENTATION**

The Contracting Authority of the above-threshold public contract „**CToP line for production of printing plates and film exposure**“ awarded in open procedure pursuant to Sec. 56 of the Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the „act“), notify after the viewing of the place of performance the changes of tender documents pursuant to Sec. 99 of the act.

**1. The Contracting Authority has modified Annex No. 2 (Draft purchase contract) to tender documentation.**

1.1. The original phrasing of the Article IX, paragraph 7 of the Purchase Contract:

„7. The Seller undertakes to provide the Buyer with a response to the sent defect notification as soon as possible and **arrange the arrival of technicians at the Buyer's facility** within **24 hours** after receiving the defect notification. Further, within **72 hours** after the arrival of the Seller's technician at the Buyer's facility the Seller is obligated to **repair the ascertained defects or replace the defective part** at own expense. If this time frame does not suffice in exceptional cases, an adequate additional period shall mutually be approved by the contracting parties. The time periods specified above shall not include non-working days and public holidays in the Seller's country.“

The updated phrasing of the Article IX, paragraph 7 of the Purchase Contract:

“7. The Seller undertakes to provide the Buyer with a response to the sent defect notification as soon as possible and **start repairing of the fault in the equipment within 24 hours** after receiving the defect notification. The Seller undertakes to ensure arrival of technicians at the Buyer's facility **within 48 hours on working days after receiving the defect notification** and **within 72 hours** after the arrival of the Seller's technician at the Buyer's facility the Seller is obligated to **repair the ascertained defects or replace the defective part** at own expense. If this time frame does not suffice in exceptional cases, an adequate additional period shall mutually be approved by the contracting parties. The time periods specified above shall not include non-working days and public holidays in the Seller's country.“

1.2. The original phrasing of the Article X, paragraph 9 of the Purchase Contract:

“9. Payment for the penalty does not exonerate the Seller of its duty to meet the obligations under this Contract.“

The updated phrasing of the Article X, paragraph 9 of the Purchase Contract:

*"9. Payment for the penalty hereunder does not exonerate the Parties of their duty to meet their respective obligations under this Contract."*

1.3. The original phrasing of the Article XII, paragraph 1, letter a) of the Purchase Contract:

*"1. The Buyer is entitled to withdraw from the Contract if:*

*a) for reasons attributable to the Seller, the equipment was not supplied or installed within 1 (one) month after futile lapse of the given period or the equipment was not commissioned into permanent operation and handed over to the Buyer within 1 (one) month after futile lapse of the given period and the Buyer is not liable for this or it does not fulfil the declared technical performances (this provision is not affected in any way by arrangements under Article X para. 2 hereof), provided that the Buyer shall have put the Seller on written notice and that Seller shall not have remedied such shortcoming within two months of receipt of such notice,..."*

The updated phrasing of the Article XII, paragraph 1, letter a) of the Purchase Contract:

*"1. The Buyer is entitled to withdraw from the Contract if:*

*a) for reasons attributable to the Seller, the equipment was not supplied or installed within 2 (two) months after futile lapse of the given period or the equipment was not commissioned into permanent operation and handed over to the Buyer within 2 (two) months after futile lapse of the given period and the Buyer is not liable for this or it does not fulfil the declared technical performances (this provision is not affected in any way by arrangements under Article X para. 2 hereof), provided that the Buyer shall have put the Seller on written notice and that Seller shall not have remedied such shortcoming within two months of receipt of such notice,..."*

**2. The Contracting Authority has modified Annex No. 3 (Draft contract for work) to tender documentation.**

2.1. The original phrasing of the Article V, paragraph 4 of the Contract for work:

*"4. The Contractor undertakes to start repair of the fault in the equipment within 24 hours on working days after receipt of fault notification. The Contractor undertakes to repair the fault at the latest within 72 hours on working days after receipt of fault notification, either by repair or replacement of the faulty part. In exceptional cases where the repair requires a longer period of time or the manufacturer of the Equipment does not have the spare part required on stock, the Contractor shall promptly notify the Buyer thereof and the two Parties jointly set an alternative repair date."*

The updated phrasing of the Article V, paragraph 4 of the Contract for work:



- “4. The Contractor undertakes to start repair of the fault in the equipment within 24 hours on working days after receipt of written fault notification. The Contractor undertakes to repair the fault at the latest within 72 hours on working days after receipt of fault notification, either by repair or replacement of the faulty part. In exceptional cases where the repair requires a longer period of time or the manufacturer of the Equipment does not have the spare part required on stock, the Contractor shall promptly notify the Buyer thereof and the two Parties jointly set an alternative repair date.”*

2.2. The original phrasing of the Article VIII, paragraph 3, letter d) of the Contract for work:

- „d) In addition, the Contractor undertakes to proceed in the performance of this Contract in accordance with the applicable internal documentation of the Client provided that the latter has demonstrably been familiarised with it, ...“*

The updated phrasing of the Article VIII, paragraph 3, letter d) of the Contract for work:

- „d) In addition, the Contractor undertakes to proceed in the performance of this Contract in accordance with the applicable internal documentation of the Client provided that the latter has demonstrably been familiarised with it and to the extent necessary for subject of Contract, ...“*

2.3. The original phrasing of the Article IX, paragraph 1 and paragraph 3 of the Contract for work:

- “1. The Contractor is liable to the Client for the professional completion of all maintenance interventions, activities and work agreed hereunder.”*
- “3. The Client may demand that the Contractor remove a defect at the Contractor’s expense at any time during the warranty period. The warranty shall cover any defects notified no later than 15 calendar days from the expiry of the warranty period provided, that such defect manifested itself during the warranty period.”*

The updated phrasing of the Article IX, paragraph 1 and paragraph 3 of the Contract for work:

- “1. Subject to fulfilment by the Client of its obligations, the Contractor is liable to the Client for the professional completion of all maintenance interventions, activities and work agreed hereunder.”*
- “2. The Client may demand that the Contractor remove a defect at the Contractor’s expense at any time during the warranty period. The warranty shall cover any defects notified no later than 15 calendar days from the expiry of the warranty period provided, that such defect manifested itself during the warranty period. The warranty does not cover defects which are attributable to the Client or ordinary wear and tear.”*

2.4. The original phrasing of the Article X, paragraph 1 of the Contract for work:

- „1. If the completion due dates pursuant to Article V. para. 4 of this contract are not met by the Contractor, the Client is entitled to a penalty amounting to EUR 300 for each day of part thereof of delay.“

The updated phrasing of the Article X, paragraph 1 of the Contract for work:

- “1. If the completion due dates pursuant to Article V. para. 4 of this contract are not met by the Contractor for reasons attributable to the Contractor, the Client is entitled to a penalty amounting to EUR 300 for each day of part thereof of delay.“

**Given the above mentioned the Contracting Authority stated a new tenders submission deadline and a new date for opening of envelopes.**

Tenders submission deadline:

- the original tenders submission deadline: on 5. 3. 2018 at 11:00 Hrs.
- **the new tenders submission deadline: on 12. 3. 2018 at 11:00 Hrs.**

Date for opening of envelopes:

- the original date for opening of envelopes: on 5. 3. 2018 at 11:05 Hrs.
- **the new date for opening of envelopes: on 12. 3. 2018 at 11:05 Hrs.**

**Annexes:**

- Annex 2 of the tender documentation – Draft purchase contract
- Annex 3 of the tender documentation – Draft contract for work

**The terms of payment and the general conditions are newly set out in the Draft purchase contract and the Draft contract for work, which are Annexes this Change of Tender documentation and are binding upon the tenderer.**



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**Tomáš Hebelka, MSc**

**CEO**

on behalf of the contracting authority

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