

CONTRACT FOR WORK

concluded in accordance with the provisions of § 2586 et seq. Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code")

„Servisní plavidla Praha, Slapy, Orlík“

Bunker Supply Vessels Prague, Slapy, Orlík - Building Specification

I. CONTRACTING PARTIES

CONTRACTING AUTHORITY:

Czech Republic - Waterways Directorate of the Czech Republic

Organisational part of the state established by the Ministry of Transport by ministry decision No č. 849/98-KM on 12/3/1998 (Zřizovací listina č. 849/98-MM ze dne 12.3.1998, ve znění Dodatků č.1., 2., 3., 4., 5., 6., 7., 8., 9., 10., 11. a 12.)

Place: Czech Republic, nábřeží L. Svobody 1222/12, 110 15 Praha 1

Identification No: 67981801

VAT No: CZ67981801

Bank: [REDACTED]

BIC (SWIFT): [REDACTED]

Bank account: [REDACTED]

ID datové schránky: ndn5skh

Address electronic registry: [REDACTED]

Acting in contractual matters:

Ing. Lubomír Fojtů, director

Acting in technical and implementation matters:

Department [REDACTED] Head of Operation and Facility Management

[REDACTED], Operation and Facility Management Department

and

CONTRACTOR:

ZEELAND MARITIME SERVICES B.V.

Registered in the Netherlands by the Chamber of Commerce

Place: Wemeldinge (Oostelijke Kanaalweg 20)

Identification No: 69897697

VAT No: NL858057220B01

Bank: [REDACTED]

Bank account: [REDACTED]

Acting in contractual matters:

[REDACTED]

Acting in technical and implementation matters:

II. OBJECT OF THE CONTRACT

1. The subject of this CONTRACT is the CONTRACTOR's obligation to perform a WORK at its own expense and risk for the CONTRACTING AUTHORITY, which consists in processing the " Bunker Supply Vessels Prague, Slapy, Orlík - Building Specification " specified in paragraph 2 of this article and / or in the TERMS AND CONDITIONS forms an integral appendix No. 1 to this CONTRACT, and the CONTRACTING AUTHORITY's obligation to take over the WORK and pay the agreed price to the CONTRACTOR for it.

The investment project „Servisní plavidla Praha, Slapy, Orlík“ ("Bunker Supply Vessels Prague, Slapy, Orlík" (hereinafter also referred to as "PROJECT") is an investment project for the development of inland waterway infrastructure.

The purpose of the PROJECT is to ensure the public provision of service services to cargo, passenger ships and small vessels on the Vltava waterway with the help of 3 new service vessels. Services include, in particular, refueling, liquid and solid waste collection and drinking water supply. The subject of the project will be the construction of 3 new service vessels as supply tankers type N with closed cargo tanks according to the Agreement on the International Transport of Dangerous Goods by Inland Waterways (ADN Agreement), published in the Collection of International Treaties under No. 102/2011 Coll. m. s., length 34 - 35 m, width 5.5 and approx. 9 m, with low-emission drive.

Detailed specification of the PROJECT is given in Annex 2 - Technical specifications.

During performance of the WORK the CONTRACTOR will proceed in accordance with Annex 3 - Technical Level, which forms part of the CONTRACTOR's offer in the procurement procedure, unless the CONTRACTING AUTHORITY specifies different requirements.

The WORK is financed from the global item „ŘVC - Příprava a vypořádání staveb“ ("ŘVC - Preparation and settlement of constructions"), number ISPROFOND 500 554 0004, item „Servisní plavidla Praha, Slapy, Orlík“ ("Supply vessels Prague, Slapy, Orlík"), project number 500 551 0040. The project is financed from the State Fund for Transport Infrastructure (SFDI) .

2. WORK SUBJECT specifications:

The subject of performance is the elaboration of project documentation of bunker supply vessels Prague, Slapy and Orlík, as a specification of vessel construction for tender for shipbuilding supplier by Design & Build method, representing a service vessel of identical construction in two dimensional modifications "Prague" and "Slapy Orlík", including the following works:

A. Input evaluation

- (i) Assessment of different variants of low-emission propulsion

The basic variant with low-emission propulsion on LNG will be compared with other alternatives of low-emission propulsion, proposed by the CONTRACTOR, with evaluation of applicability for the supply vessel with project-defined functions and parameters, with comparison of acquisition and operating costs. The evaluation will also include prerequisites for the application of low-emission drives to the action areas of the Vltava waterway in the capital city Prague, Vltava waterways between the Slapy and Orlík dams and between the Orlík and Hluboká nad Vltavou dams. It will also include a qualified and documented recommendation of the CONTRACTOR. Based on this basis, the CONTRACTING AUTHORITY decides which low-emission drive will be applied in the next solution.

- (ii) Basic vessel layout optimization

Optimization of the layout of the vessel while respecting the dimensional restrictions, including optimization of the layout and capacity of tanks, engine rooms, crew space, etc., with preliminary calculations of stability, hydrostatics, unsinkability and strength for both dimensional modifications "Prague" and "Slapy Orlík"

(iii) Vessel visual design concept

Elaboration of a sample visual design solution of vessels with the application of unifying visual design elements in the sense of „Designová studie čerpacích stanic PHM“ ("Design study of fuel filling stations"), Kotas & Partners, s.r.o., 05/2016, with the definition of sample shape elements, colors, fonts, symbols, etc. and their application on the supply vessel.

B. Building Specification for service vessels

representing the following parts of the Tender Documentation according to § 89 par. 1 let. a), resp. § 92 paragraph 2 of Act No. 134/2016 Coll., On the award of public contracts, as amended.

(i) Draft of Customer's Requirements

- The CONTRACTOR undertakes to prepare documentation in detail of the Customer's Requirements according to sub-article 1.1.1.5 of the Contractual Conditions for the Supply of Technological Equipment and Design - Construction of Electrical and Mechanical-Technological Works and Civil and Engineering Structures Designed by the Contractor (FIDIC Yellow Book), 1999 edition hereinafter referred to as "CUSTOMER'S REQUIREMENTS")
- CUSTOMER'S REQUIREMENTS are a document in which the CONTRACTING AUTHORITY determines its detailed requirements for the completion of the work in the form of a PROJECT, including all matters not contained in the Contractual Conditions. CUSTOMER'S REQUIREMENTS are the basic document that contains all relevant requirements, including the description and purpose of the work, requirements for quality, performance and testing.
- - The quality requirements in detail will not be too detailed to limit the PROJECT contractor's responsibility for the project documentation, but must not be inaccurate so as to make them difficult to enforce and should not depend on the CONTRACTING AUTHORITY's future discretion, which would be difficult for the contractor to predict. . CUSTOMER'S REQUIREMENTS may contain simple drawings on the basis of which the proposed work may be developed by the selected supplier. In such a case, the CUSTOMER'S REQUIREMENTS must determine the extent to which the work performed by the PROJECT supplier must comply with these drawings. CUSTOMER'S REQUIREMENTS may not contain specific products, nor their brands or the manufacturer's designation.
- CUSTOMER'S REQUIREMENTS will include requirements for all solutions in the form of delivery and installation of technological equipment, including software and interconnection with existing equipment, and other services necessary for putting the PROJECT into permanent operation,
- - definition of requirements in the CUSTOMER'S REQUIREMENTS for the performance of Acceptance Tests and Verification of Functionality of the Work by individual vessels put into operation, manuals, instructions and manuals, training of personnel, maintenance, service and use and operating rules for all technological objects and units will be sufficiently detailed so that the CONTRACTING AUTHORITY can operate, maintain, disassemble, reassemble, modify and repair the Work,
- - part of the CUSTOMER'S REQUIREMENTS will be a plan for maintenance and care of the PROJECT, including identification of points, which will then need to be explicitly specified by the construction contractor on the basis of the equipment supplied by the PROJECT contractor,
- - By taking over the concept of the CUSTOMER'S REQUIREMENTS by the CONTRACTING AUTHORITY, the CONTRACTOR remains responsible for making all adjustments requested by the classification society under point 2).

(ii) Discussion and approval by the classification society and a clean copy of the CUSTOMER'S REQUIREMENTS

Part of the performance is a complete discussion of the processed project documentation in the form of the CUSTOMER'S REQUIREMENTS with the authorized classification society and ensuring the issuance of its approval. The performance thus includes all costs and performance of this classification organization and this

organization will not claim any further payments to the CONTRACTING AUTHORITY in the period until the selection of the PROJECT contractor.

The CONTRACTOR will then prepare a clean copy of the CUSTOMER'S REQUIREMENTS documentation approved by the classification society.

C. Assistance of the designer (contractor of documentation and CUSTOMER'S REQUIREMENTS) during the implementation of the PROJECT (hereinafter referred to as "ASSISTANCE").

As part of the performance of ASSISTANCE, the CONTRACTOR will, in the event of an explicit written instruction from the CONTRACTING AUTHORITY, perform in particular the following activities:

- supervise the compliance of the completed PROJECT with the CUSTOMER'S REQUIREMENTS,
- provide a consultation to the CONTRACTING AUTHORITY during the construction process from a technical point of view
- to provide the necessary explanations to the CUSTOMER'S REQUIREMENTS, which are the basis for the performance of SUPERVISION and to cooperate in resolving inaccuracies in this documentation,
- assess proposals for changes to the PROJECT and for deviations from the approved CUSTOMER'S REQUIREMENTS, which were caused by circumstances arising during the implementation of the PROJECT,
- actively participate in taking over the PROJECT by the CONTRACTING AUTHORITY from the PROJECT contractor and in checking the elimination of defects found during taking over the PROJECT by the CONTRACTING AUTHORITY, active participation means a complete independent inspection of the completed PROJECT, notification of defects and unfinished PROJECT, preparation of records of defects and unfinished works,

Outputs will be processed in scope:

B. 1) CUSTOMER'S REQUIREMENTS

The documentation will contain at least the following parts and appendices (the scope of the submitted documentation may be supplemented according to the requirements of the classification society and the CONTRACTOR's discretion, while maintaining the condition of generality of the documentation serving as a basis for the tender for the PROJECT contractor):

- 0000 GENERAL
 - 0001 Design Philosophy
 - 0002 Main particulars
 - 0003 Scope of supply
 - 0004 Vessel and equipment guarantee
 - 0005 Quality policy
 - 0006 Workmanship
 - 0007 Delivery
 - 0008 Planning
 - 0009 Design temperatures
 - 0010 Shipping routes
 - 0011 Optional customizations
 - 0012 Extra works
 - 0013 Insurance
 - 0014 Performance and Speed
- 0100 CLASSIFICATION
 - 0101 Classification Society
 - 0102 Flag State Authority
 - 0103 Test and Trials

- 0200 DOCUMENTS
 - 0201 Design Documents and Drawings
 - 0202 Design Parameters
 - 0203 Manuals / documentation
 - 0204 Hull Arrangement
 - 0205 Certificates
- 1000 HULL STRUCTURE AND HULL OUTFITTINGS
 - 1001 General
 - 1002 Hull quality control
 - 1003 Structural and tightness testing of tanks or compartments
 - 1004 Steel structure materials
 - 1005 Piping materials
 - 1006 Welding standards
 - 1007 NDT non-destructive testing
 - 1008 Space for survey
 - 1009 Hull structure building
 - 1010 Survey and classification survey
 - 1011 Certificates / reports and documents hull structure
- 1100 HULL STRUCTURE
 - 1101 Hull Scantlings
 - 1102 Hull Inlet Chest
 - 1103 Engine or machinery skid seating`s
 - 1104 Shell insert and/or fender plates
 - 1105 Scuppers
 - 1106 Ballast / Ballast tanks
 - 1107 Fuel tanks
 - 1108 Lube oil tanks
 - 1109 Hydraulic oil tank
 - 1110 Potable water tank
 - 1111 Sewage water tank
 - 1112 Dirty oil tank
 - 1113 Forepeak – ballast tank
 - 1114 Engine room
 - Cargo tanks etc.
- 1200 HULL STRUCTURE OUTFITTING
- 2000 CONSERVATION / CORROSION PROTECTION
 - 2001 Anodes
 - 2002 Paint Preparations
 - 2003 Paint Works
 - 2004 Piping Conservation
- 3000 DECK EQUIPMENT
 - 3100 ANCHOR EQUIPMENT
 - 3300 MOORING EQUIPMENT
 - 3400 WHEELHOUSE
 - 3600 OTHER DECK ITEMS
- 4000 POWER SYSTEM
- 5000 MACHINERY SYSTEMS
 - 5000 PRIMARY MACHINERY SYSTEMS
 - 5100 SECONDARY MACHINERY SYSTEMS
 - 5200 HVAC SYSTEMS
- 6000 INTERIOR/ UPHOLSTERY/ CARPENTRIES
- 7000 ELECTRICAL SYSTEMS
- 8000 NAUTICAL / COMMUNICATION SYSTEMS
- 9000 LIFE SAVING AND OTHER INVENTORIES AND SPARES
- DRAWING LIST:
 - General Arrangement
 - Layout-Volume Cargo Hold
 - Visibility scheme from the wheelhouse
 - Sailing speed calculations
 - Main Frame and Typical Frame

- Welding scheme
- Engine basements
- Arrangement Bollards, Welding Nops, Deck and Anchor
- Positions of the centres of gravity and weight calculation
- Stability Calculations
- Calculations of unsinkability
- Strength calculation
- Evacuation Scheme
- Fire and Life Saving Equipment Scheme
- Safety Zones Scheme
- Accomodation and Wheelhouse Scheme
- Machinery and Electrical Systems
- General Vessel Design, including Front, Back and 3D Views in day and night (with illumination)

3. Processing requirements:

The project documentation will comply with all regulations applied to inland waterway vessels in the Czech Republic, in particular:

- Act No. 114/1995 Coll., on inland navigation
- Implementing Decree of the Ministry of Transport No. 223/1995 Coll., on the suitability of vessels for operation on inland waterways,
- CEVNI (the latest version issued on the date of conclusion of the CONTRACT)
- ES-TRIN (the latest version issued on the date of conclusion of the CONTRACT)
- ADN Agreement (the latest version issued on the date of conclusion of the CONTRACT)

The project documentation will meet the requirements of an authorized classification society, which is a member of the IACS - International Association of Classification Societies, for the vessel to be fully capable of navigating EU waterways and performing certain functions on the waterway in the Czech Republic.

4. Outputs processed in accordance with paragraph 2 of this article will be handed over to the CONTRACTING AUTHORITY at its registered office in the form of documentation exclusively in English, in the number of 2 pairs printed + 2 pairs digitally on CD-ROM or DVD.
5. The digital form of the documentation is equivalent to the printed version and must contain the entire text, including all annexes and drawings. File names must be chosen concisely so that their contents and location in the documentation are clear. The text part will be saved in the format * .docx - Microsoft Word 2007 to 2016, tables * .xlsx - Microsoft Excel 2007 to 2016, images * .tif or * .jpg and drawings in formats * .dwg - AutoCAD –2012 - 2015. The documentation will be completely processed also in the format * .pdf - Adobe Acrobat. CONTRACTOR may use all types of objects, elements and functions that do not contain links to other files or applications. Links to other workbooks must be disabled in the final version. Font type "Arial CE", and "Symbol". No macros can be included in the files. All reference drawings necessary for correct output must also be included. The composition of the reference drawings must be specified in the readme.txt file.

The top of the CD-ROM or DVD will contain at least the abbreviated name of the documentation, which will appear on the affixed CD-label. The media will be stored in a plastic CD Box (thick), if it is necessary to store data on two media, it is necessary to use a box for 2 CDs. The spine and title page of the CD Box will contain the name of the investment project, the name of the documentation and the degree of documentation, while the text can be shortened to be in one line, and at the same time be sufficiently concise.

III. CONTRACT PRICE

1. The CONTRACTING PARTIES have agreed on the CONTRACT PRICE of the WORK that makes:

price without VAT **128 500,- EUR**

VAT 21% **26 985,- EUR**

Reverse Charge” regime according to paragraph 194/196 of Council Regulation No. 2006/112 / EEC, ie payment by the CONTRACTING AUTHORITY

Total price including VAT **155 485,- EUR**

1.1 Of which without VAT:

A. (i) Assessment of different variants of low-emission propulsion – total 10 000,- EUR

A. (ii) Basic vessel layout optimization – total 7 500,- EUR

A. (iii) Vessel visual design concept – total 2 500,- EUR

(part A will not be more than 20% of the CONTRACT PRICE of the WORK)

B. (i) Draft of Customer Requirements 79 300,- EUR

B. (i) Customer Requirements – changes beyond the scope of Annex No. 2 to the CONTRACT - the CONTRACTING AUTHORITY's assumption in the range of 50 hours at an hourly rate 25,- EUR/hod = 1 250,- EUR

B. (ii) Discussion and approval by the classification society and a clean copy 25 700,- EUR

(part B. (ii) will be at least 20% of the CONTRACT PRICE of the WORK)

C. Assistance of the designer - the CONTRACTING AUTHORITY's assumption in the range of 50 hours at an hourly rate 45,- EUR/hod = 2 250,- EUR (it includes all travel costs to the CONTRACTING AUTHORITY's place in Prague, for visits of shipyards outside Prague actual travel costs will be added in excess of the hourly rate)

2. The CONTRACT PRICE referred to in paragraph 1 of this Article in item breakdown of paragraph 1.1 is set as a fixed and non-exceedable price, which includes all taxes, duties and fees and covers all costs of the CONTRACTOR associated with the performance of the WORK and is valid for the entire duration of the WORK . Items item 1.1 with a unit hourly rate are measured items and their actual measured quantity represents, in accordance with Section 100 paragraph 1 of Act No. 134/2016 Coll., On the award of public contracts, as amended, a reserved change in the obligation under the Contract, which will be concluded with the selected supplier. The amount of work in such a reserved change is not included in the limit for permitted changes according to § 222 of the Act.
3. In the event of a change in the VAT rate given by legal regulations, the price without VAT will be added to the tax according to the rate valid on the day of the taxable supply. For no other reason may the price of the work referred to in paragraph 1 of this Article be changed.

IV. PERFORMANCE DATE

1. The CONTRACTOR undertakes that the WORK SUBJECT according to Article II. of this CONTRACT, shall perform at its own expense and risk within the period until 31.12.2025.
2. The individual stages of the WORK set out in Article II, paragraph 2 will be performed and duly handed over to the CONTRACTING AUTHORITY within these deadlines:
 - a) A. (i) Assessment of different variants of low-emission propulsion – total within 60 days of the entry into force of the contract
 - b) A. (ii) Basic vessel layout optimization – total within 30 days of the entry into force of the contract
 - c) A. (iii) Vessel visual design concept – total within 60 days of the entry into force of the contract
 - d) B. (i) Draft of Customer Requirements within 60 days of the approval of Part A

- e) B. (ii) Discussion and approval by the classification society and a clean copy within 60 days of the approval of Part B. (i)

V. PAYMENT TERMS

1. The CONTRACTOR is entitled to invoice the work performed in accordance with this CONTRACT after the signing of the PROTOCOL on the proper handover and acceptance of the WORK, resp. substantive results of the WORK, by both parties.
2. The CONTRACTING AUTHORITY will not provide the CONTRACTOR with a deposit for the price of the WORK in any form before the proper manufacture and delivery of the WORK.
3. Payment terms are governed by the provisions of Annex No. 1 to this CONTRACT - TERMS AND CONDITIONS.

VI. CONTRACTUAL PENALTY, INTEREST ON LATE PAYMENTS

1. In the event of the CONTRACTOR's delay in handing over the WORK or its part (stage), the CONTRACTING AUTHORITY has the right to demand payment of the CONTRACTUAL PENALTY in the amount of 0.1% of the price of the given WORK stage (excluding VAT) or in case of final handover of the WORK from the price of the whole WORK (excluding VAT). for each started day of the CONTRACTOR's delay in handing over the WORK or its part (stage), however, up to a maximum of 10% of the CONTRACT PRICE of the WORK.
2. „Not applicable“.
3. „Not applicable“.

VII. OBLIGATIONS OF THE CONTRACTOR

1. The CONTRACTOR is obliged to perform his obligations under this CONTRACT with due care and in accordance with legal regulations, properly and in a timely manner. The CONTRACTOR is liable for DEFECTS OF THE WORK, including defects in the substantive results of the work under the conditions set out in the TERMS AND CONDITIONS. The CONTRACTOR's responsibility also includes the achievement of the guaranteed properties of the PROJECT according to Annex No. 2 during the navigation tests of the completed PROJECT carried out by the contractor on the basis of the WORK.
2. The CONTRACTOR is obliged to take out liability insurance for damages caused in the performance of his business activities at his own risk and expense no later than on the effective date of this CONTRACT.
3. The CONTRACTOR is obliged to enable the authorized employees of the CONTRACTOR to carry out inspections of all activities of the CONTRACTOR related to the performance of the WORK.
4. During the work, the solution will be consulted with the CONTRACTING AUTHORITY. During the execution of the works, at least 4 production committees convened by the CONTRACTOR will be organized in agreement with the CONTRACTING AUTHORITY.

VIII. ACCEPTANCE OF THE WORK

1. The WORK is considered to have been performed by its proper completion and handover of substantive results of the WORK in printed and electronic form to the CONTRACTING AUTHORITY at its registered office and by signing the PROTOCOL on handover and acceptance of the WORK without defects and unfinished work. The CONTRACTING AUTHORITY is not obliged to take over the WORK if the WORK or material outputs of the WORK show significant defects.

2. By handing over the WORK, it becomes the property of the CONTRACTING AUTHORITY, who has an unlimited right to use the WORK. The conditions of use of the WORK are set out in the TERMS AND CONDITIONS.
3. The CONTRACTOR is not entitled to provide the WORK to persons other than the CONTRACTING AUTHORITY.

IX. DEFECT LIABILITY, COMPLAINTS

1. The conditions of liability for defects and claims for defects in the WORK are governed by the TERMS AND CONDITIONS.
2. In the event that the performance of navigation tests before the submission of the final PROJECT - vessel proves to the CONTRACTING AUTHORITY that the guaranteed properties of the PROJECT according to Annex No. 2 are not achieved and the existence of defects with an impact on the final PROJECT – vessel, which were caused exclusively by a breach of the CONTRACTOR's obligations under this CONTRACT, The CONTRACTOR shall remove and / or incorporate this into the WORK within a reasonable period of time (but no later than within 30 days) at his own expense.
3. The CONTRACTING PARTIES have agreed to limit (limit) the extent of paid damage so that the CONTRACTOR is not liable for damage caused by defects / deficiencies of the final PROJECT - vessel (as a result created on the basis of the WORK and / or its part) except damage caused by defects / deficiencies of the final PROJECT - vessels that were caused exclusively by a breach of the CONTRACTOR's obligations under this CONTRACT, up to 100% of the CONTRACT PRICE of the WORK. The fact that the CONTRACTOR is obliged to unquestionably prove to the CONTRACTOR the fact that the defects / deficiencies of the final PROJECT - vessel and exclusively the result of the breach of the CONTRACTOR's obligations.

X. OTHER ARRANGEMENTS

1. The CONTRACTING PARTIES undertake to inform the other CONTRACTING PARTY of all circumstances relating to this CONTRACT that could jeopardize the fulfillment of obligations arising from this CONTRACT, as soon as they become aware of them.
2. The CONTRACTING PARTIES declare that the TERMS AND CONDITIONS form an integral part of this CONTRACT and at the same time declare that their content is well known to them. The TERMS AND CONDITIONS are attached as an integral Annex No. 1 to this CONTRACT. The CONTRACTOR expressly declares that he has duly and completely acquainted himself with the TERMS AND CONDITIONS, which form Annex No. 1 to this CONTRACT, that he agrees with their content, and that these are not conditions that he could not reasonably expect, provided that all provisions of the TERMS AND CONDITIONS the CONTRACTOR expressly accepts without reservations.
3. The CONTRACTOR acknowledges that in the event that he uses third parties as a SUBCONTRACTOR to fulfill his obligations under this CONTRACT, he is responsible for the activities of the SUBCONTRACTOR as if he performed the activities under this CONTRACT himself.
4. If any provision or condition of this CONTRACT is or becomes invalid or unenforceable, then such invalidity or unenforceability shall not affect the other provisions of this CONTRACT.
5. If the CONTRACTING AUTHORITY lends the documents to the CONTRACTOR, these documents remain the property of the CONTRACTING AUTHORITY and the CONTRACTOR must return them to the CONTRACTING AUTHORITY, including all copies, for handing over the WORK.
6. The CONTRACTING AUTHORITY shall lend to the CONTRACTOR before the commencement of work all documents with which the CONTRACTING AUTHORITY has at his disposal and which are relevant for the performance of the subject of the CONTRACT.
7. All other documents necessary for the performance of the subject of the CONTRACT shall be provided by the CONTRACTOR, the CONTRACTING AUTHORITY shall, if necessary, ensure the necessary cooperation.

XI. FINAL ARRANGEMENTS

1. This CONTRACT, including the Annexes, constitutes the entire agreement between the parties with respect to the matters governed by this CONTRACT and supersedes all prior oral, implied and written arrangements and agreements relating thereto.
2. The CONTRACTING PARTIES have agreed on the written form of the CONTRACT, all its annexes and appendices. Individual articles of this CONTRACT, or its annexes, may be amended, supplemented or canceled only by written mutually agreed numbered amendments to this CONTRACT signed by authorized representatives of the CONTRACTING PARTIES, otherwise they are not taken into account.
3. Obligations arising under this CONTRACT and on the basis thereof are governed in particular by the Civil Code.
4. This CONTRACT shall enter into force upon signature by the CONTRACTING PARTIES and shall take effect only after publication in accordance with Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, Publication of These Contracts and the Register of Contracts (the Register of Contracts Act).
5. The CONTRACTING PARTIES agree to the publication of the contract, and explicitly identify such information that cannot be provided pursuant to Act No. 340/2015 Coll. and Act No. 106/1999 Coll.
6. The CONTRACTING PARTIES have agreed that the contract will be sent to the administrator of the register of contracts for publication through the register of contracts without undue delay, but no later than within 30 days from the conclusion of the contract. After receiving a confirmation of the publication of the contract in the register of contracts from the registry administrator, the CONTRACTING AUTHORITY shall send a copy of this document to the CONTRACTOR without undue delay.
7. There are following Annexes as an integral part of this CONTRACT:
Annex 1 – Terms and Conditions for the WORK CONTRACT,
Annex 2 – Technical specifications,
Annex 3 — Technical Level
8. This CONTRACT is made in digital signed original.

In Prague on 2022

In Wemeldinge on 2022

For the CONTRACTING AUTHORITY

For the CONTRACTOR

.....
Ing. Lubomír Fojtů
director

Published in the Register of Contracts on

Annex 1 of the WORK CONTRACT
No S/ŘVC/059/OSE/SoD/2021 (reg. number of the CONTRACTING AUTHORITIES CONTRACT)
No ZMS 2022 -D- 001 (reg. number of the CONTRACTOR's CONTRACT)
This Annex is an integral part of the CONTRACT specified above.

TERMS AND CONDITIONS

I. PAYMENT OF THE PRICE OF THE WORK

1. The CONTRACTING AUTHORITY pays the CONTRACTOR the price of the WORK for the performed and delivered WORK or its part non-cash. The basis for payment of the price of the WORK or its part is the INVOICE - a tax document (hereinafter referred to as the INVOICE). The due date of the INVOICE is 60 days from the day when it was demonstrably delivered to the CONTRACTING AUTHORITY. The right to invoice arises for the CONTRACTOR on the day of the taxable performance, ie on the day of the execution and handover of the faultless WORK or its agreed part in the manner agreed in the CONTRACT. In the event that a retention fee (or so-called suspension, hereinafter referred to as "retention fee") is agreed in the CONTRACT, the contractually agreed retention fee will be deducted from the amount of the INVOICE. The retention fee will be paid after fulfilling the conditions agreed in the CONTRACT.
2. The CONTRACTING AUTHORITY is not in arrears with the payment of the INVOICE if the amount was sent from the CONTRACTING AUTHORITY's account to the CONTRACTING AUTHORITY's account no later than on the last day of its due date. The INVOICE must meet the requirements pursuant to Section 435 of Act No. 89/2012 Coll., as amended, the requirements of the tax document pursuant to Section 29 of Act No. 235/2004 Coll., as amended, as well as the ISPROFOND number and full name, number and whole name of the project, registration number and title of the CONTRACTOR's CONTRACT, data on the total invoiced amount, designation of financial institutions of both CONTRACTING PARTIES and their account numbers, due date according to the CONTRACT, name and signature of the person responsible for issuing the invoice, CONTRACTOR's stamp. The annex to the INVOICE will be accompanied by a document proving the fulfillment of the condition for issuing an INVOICE according to the CONTRACT.

Invoices in paper form must be delivered to the address of the CONTRACTING AUTHORITY's registered office. Invoices in electronic form must be delivered via the information system of data boxes to the CONTRACTING AUTHORITY's data box or by e-mail provided with a recognized electronic signature or electronic seal according to European Union Regulation No. 910/2014 on electronic identification and trust services for electronic transactions in the European internal market (eIDAS) to the address of the CONTRACTING AUTHORITY's electronic registry.

3. Not applicable
4. The CONTRACTING AUTHORITY is entitled to return to the CONTRACTOR before the due date without payment an invoice which does not have the requisites specified in paragraph 1 or 2 of this Article or has other defects in content stating the reason for return.
5. The CONTRACTOR is obliged to correct the invoice or issue a new one. With the justified return of the invoice, the original due date ceases to run. The new due date runs again from the date of delivery of the corrected or newly issued INVOICE.
6. In the event of non-payment of a perfect INVOICE by the due date, the CONTRACTOR is entitled to charge the CONTRACTING AUTHORITY interest on arrears in the statutory amount of the amount due for each day of delay, except in the case under paragraph 7 of this article.
7. Not applicable.

II. PROTECTION OF CONFIDENTIAL INFORMATION, TRADE SECRETS AND INTELLECTUAL PROPERTY RIGHTS

1. None of the CONTRACTING PARTIES is entitled to provide third parties with any information on the terms of the CONTRACT and related to the CONTRACT, which may include confidential information, personal and sensitive data, information concerning trade secrets, technology or know-how, except for the obligation to provide information under special regulations. However, this provision does not affect the CONTRACTING AUTHORITY's right to publish the CONTRACT in accordance with the provisions of Section 219 of Act No. 134/2016 Coll., on the award of public contracts, resp. in accordance with Act No. 340/2015 Coll., on the Register of Contracts.

The CONTRACTOR is entitled to provide its SUBCONTRACTOR (s) with such documents, data or other information as he receives from the CONTRACTOR, to the extent required by the SUBCONTRACTOR (s) for

the performance of his work under the CONTRACT. In this case, the CONTRACTOR is obliged to agree with his subcontractor (s) on the obligation of "confidentiality" to the same extent as agreed in the CONTRACT or in these TERMS AND CONDITIONS. However, the CONTRACTOR is liable for any breach of duty by the subcontractor as if he were performing it himself.

2. Upon termination of the performance of the CONTRACT, the CONTRACTOR is obliged to return to the CONTRACTING AUTHORITY all provided materials necessary for the performance of the WORK, including those that contain information of a confidential nature or are the subject of trade secrets, including any copies made. A report shall be drawn up on the handover and acceptance. Confidential Materials must be marked as confidential.
3. The CONTRACTOR is obliged to ensure industrial law, resp. copyright integrity of the WORK SUBJECT and before its handover, verify this harmlessness and submit to the CONTRACTING AUTHORITY with the WORK the relevant report proving the legal integrity of the WORK. In the case of a WORK of a technical nature, this report must be a search report relating to the documentation of the applicable industrial property rights.
4. The CONTRACTOR undertakes to properly exercise the right to a patent or the right to a utility model, resp. the right to file an application for an industrial design against its employees, who will notify him in writing that, while working on the WORK SUBJECT, they have created a solution at the level of the invention, utility model, resp. industrial design. The CONTRACTOR will ensure the proper fulfillment of the stated legal notification obligation of its employees on the creation of a potential industrial industrial property.
5. If the CONTRACTOR uses its company inventions, utility models or industrial designs created before the conclusion of the CONTRACT, the CONTRACTOR acquires the right to use them without a special contract and payment, on the day of the work and its takeover.

Acquisition of the right to use these industrial property objects for the purpose arising from the CONTRACT is included in the price of the WORK, agreed in the CONTRACT.

The CONTRACTOR is responsible for the violation of the right of another person from industrial or other intellectual property as a result of the use or application of the WORK SUBJECT, if such violation occurs under the law of the Czech Republic or the law of the state where the WORK SUBJECT is to be used.

6. The CONTRACTOR undertakes to inform the CONTRACTING AUTHORITY of all its company inventions, utility models or industrial designs registered for protection or protected by the relevant protection document created during the performance of the WORK or existing before the conclusion of the CONTRACT, used or otherwise applied in the performed WORK. This obligation also applies to solutions created by the CONTRACTOR's employees during the performance of the WORK, for which the CONTRACTOR has only exercised the right to a patent or the right to a utility model.
7. The CONTRACTOR is obliged to request the written consent of the CONTRACTING AUTHORITY with the possible purchase of a non-exclusive license to use the industrial property or to obtain the right of the owner of the industrial property by contractual transfer, if its use in performing the work is expedient or necessary and will be reflected in the price. A non-exclusive license means a license including the right of the transferee (CONTRACTOR) to sublicense to the CONTRACTING AUTHORITY of the WORK.
8. The subject of protection is also all project documentation, including documents related to the public hearing of constructions. Provision of parts or entire documentation is possible only with the consent of the CONTRACTING AUTHORITY. The CONTRACTOR shall keep records of the documents provided, which he must submit to the CONTRACTING AUTHORITY at any time during the contractual relationship and hand them over to the CONTRACTING AUTHORITY at the end of the contractual relationship. This provision also applies to all persons who are in a contractual relationship with the contractor within the framework of this action.
9. Any legal defects in the WORK, consisting in encumbering the WORK SUBJECT with the industrial property rights of a third party, are considered a material breach of the CONTRACT. Liability for damage that thus arises or may subsequently arise to the CONTRACTING AUTHORITY after taking over the work will be assessed in accordance with Act No. 89/2012 Coll., The Civil Code.
10. The provisions of this Article of the Terms and Conditions do not and may not in any way affect or limit the industrial or other intellectual property rights of any of the CONTRACTING PARTIES, in particular the rights to inventions, utility models, industrial trademarks and licenses.
11. When publishing the results of works, it must always be stated that the information arose within the framework of a contractual relationship with the CONTRACTING AUTHORITY. This information will be given

in the format - the exact name of the event, prepared for the Czech Republic - Directorate of Waterways of the Czech Republic, month, year.

III. COMPENSATION AND OTHER INJURY

The CONTRACTING AUTHORITY is entitled to demand from the CONTRACTOR compensation for damage and other damages caused to it by a breach of the obligation stipulated by the CONTRACTOR by the CONTRACT even in the event that it is a breach of the obligation.

IV. WITHDRAWAL FROM THE CONTRACT

1. The CONTRACTING AUTHORITY is entitled to withdraw from the CONTRACT:

- a) due to a defect in the work in accordance with § 2615 of Act No. 89/2012 Coll., in connection with the provisions of § 2106 para. d) and paragraph 2 and § 2107 paragraph 3 of Act No. 89/2012 Coll.,
- b) if the CONTRACTUAL PENALTY charged by the CONTRACTING AUTHORITY in accordance with Article VI. CONTRACTS reaches individually or in the aggregate amount of fifteen percent (15%) CONTRACT PRICE of the WORK (excluding VAT),
- c) for a material breach of the CONTRACT, which is considered in particular:
 - i. the CONTRACTING AUTHORITY's delay in handing over the WORK or its part longer than 30 days,
 - ii. the CONTRACTING AUTHORITY's delay in removing the defects of the WORK or its part longer than 30 days,
 - iii. breach of the obligations set out in Article II. TERMS AND CONDITIONS by the CONTRACTOR,
 - iv. failure to control the execution of the WORK and the progress of work on it in accordance with the CONTRACT,
 - v. any other breach of the CONTRACTOR's obligations under the CONTRACT which the CONTRACT or the applicable legislation considers to be material.

2. If there is a withdrawal from the CONTRACT at the time of performance of the WORK for reasons on the part of the CONTRACTOR, and the CONTRACTOR has already partially performed the WORK or performed a partial stage of the WORK, while partial performance of the WORK or completed partial stage of the WORK is in itself important for the CONTRACTING AUTHORITY, the CONTRACTING AUTHORITY is entitled to withdraw from this CONTRACT only with effect for the future for the still unfulfilled rest of the performance or stage of the WORK. In such a case, the CONTRACTOR is obliged to issue those parts of the WORK that he has already realized by the date of withdrawal from the CONTRACT and the CONTRACTING AUTHORITY will take over the partial performance of the WORK or the completed partial stage of the WORK that are important for the CONTRACTING AUTHORITY, handing over and taking over the partial performance or stage of the WORK the CONTRACTING AUTHORITY and the CONTRACTOR by a written handover protocol. In the event that the CONTRACTOR performed by the CONTRACTOR or a partial stage of the WORK will not be of interest to the CONTRACTING AUTHORITY in itself, the CONTRACTING AUTHORITY is entitled to withdraw from the CONTRACT regarding the entire performance and the obligations under the CONTRACT shall be canceled from the beginning. If there is a withdrawal from the CONTRACT during the performance of the WORK for reasons on the part of the CONTRACTOR and the partial performance of the WORK or the fulfillment of a partial stage of the WORK has subsequently lost its significance for the CONTRACTING AUTHORITY, the CONTRACTING AUTHORITY is entitled to withdraw from the remaining part of the CONTRACT.

3. In this case, the CONTRACTING AUTHORITY is entitled to complete or repair or otherwise bring the WORK or part thereof to itself or through a third party in accordance with the CONTRACT or these TERMS AND CONDITIONS. In such a case, all expedient and provable costs associated with the completion of the WORK or its part exceeding the CONTRACT PRICE under this CONTRACT and all expediently incurred and provable costs associated with the repair of the WORK or its part and bringing the WORK into line with this CONTRACT shall be paid by the CONTRACTOR to the CONTRACTING AUTHORITY's account. within thirty (30) days after receipt of the CONTRACTING AUTHORITY's invoice if the CONTRACTOR does not exercise its right to set off its financial claims due to completion or repairs of the WORK against the payment of its obligations due to reimbursement of expediently incurred costs for the performance of the WORK by the CONTRACTOR. The CONTRACTOR is obliged to duly document the claimed costs with the performance of the WORK.

V. RIGHTS RESPONSIBLE FOR DEFECTS IN THE WORK

1. The WORK has defects if the performance of the WORK is not in accordance with the CONTRACT, does not correspond to the purpose of its use, or does not have the properties explicitly set out in the CONTRACT,

TERMS AND CONDITIONS and generally binding regulations, or determined by binding or agreed technical standards according to which the WORK is to be performed. The WORK has legal defects if the CONTRACTOR has violated the provisions of Article II. paragraphs 4 - 10 of these TERMS AND CONDITIONS.

2. The CONTRACTOR is liable for defects in the WORK, which will be discovered within 60 calendar months from the date of its delivery to the CONTRACTING AUTHORITY, unless otherwise stipulated in the CONTRACT. If the WORK is intended for use in the construction, then the CONTRACTOR is liable for defects for the same period of time, according to the general legislation, the liability of the supplier for defects of buildings in relation to a particular construction.
3. Notification of defects must be sent to the CONTRACTOR in writing without undue delay after their discovery. In case of doubt, it is considered that the notification of defects was delivered to the CONTRACTOR on the third day after dispatch. The defect notification must describe the defect and must state the choice between the claims listed in paragraph 4 of this article.
4. If it is found that the WORK shows defects, the CONTRACTING AUTHORITY has the right:
 - a) demand the elimination of the defect by providing a new performance within a reasonable time, if it is a defect that makes the WORK unusable,
 - b) request the elimination of the defect by providing a new performance to the extent of the defective part, the CONTRACTOR is obliged to eliminate the defect without undue delay, no later than 15 days from the date of delivery of notification of the defect to the CONTRACTOR, unless the parties agree in a specific case,
 - c) demand a reasonable discount from the CONTRACT PRICE of the WORK,
 - d) withdraw from the CONTRACT.
5. Fulfillment of the obligation arising from defective performance by the CONTRACTOR does not affect the CONTRACTING AUTHORITY's right to payment of the CONTRACTUAL PENALTY and to compensation for damage.
6. The warranty period does not run during the time of claiming defects.
7. The provisions of the CONTRACT and these TERMS AND CONDITIONS concerning the place and method of handing over the WORK apply to the submission of a new faultless performance after the elimination of defects and to the liability for defects in the performance.

VI. PROVISION OF THE SUBJECT OF THE CONTRACT TO THIRD PARTIES

The CONTRACTOR may not provide or make available the result of its activity, which is the WORK SUBJECT under this CONTRACT, to persons other than the CONTRACTING AUTHORITY.

VII. OWNERSHIP TO THE SUBJECT OF THE WORK AND RISK OF DAMAGE TO IT

1. Ownership of the WORK SUBJECT or its part and the risk of damage to it passes from the CONTRACTOR to the CONTRACTING AUTHORITY by handing over the WORK or its part in the manner specified in the CONTRACT or these TERMS AND CONDITIONS, unless otherwise agreed in the CONTRACT.
2. The CONTRACTING PARTIES have agreed that by handing over the WORK, it becomes the property of the CONTRACTING AUTHORITY, who has the unrestricted right to use the WORK for the purpose of securing the investment plan stated in the CONTRACT. The CONTRACTING AUTHORITY or a third party authorized by the CONTRACTING AUTHORITY is entitled to use the WORK for the specified purpose, to make its changes and modifications without any further consent of the CONTRACTOR.
3. The CONTRACTOR is not entitled to allow the use of the WORK by third parties, nor to use the WORKS himself or to publish them in any way without the written consent of the CONTRACTING AUTHORITY.
4. In the event that an intangible property is created on the basis of the WORK, which is the subject of Act No. 121/2000 Coll., The Copyright Act, as amended (hereinafter referred to as "intangible property"), the CONTRACTOR shall provide an exclusive unlimited license to use such an intangible asset, ie a license unlimited in time, territory, quantity, methods, technologies of use or otherwise, and the CONTRACTING AUTHORITY accepts this license. The CONTRACTING AUTHORITY is not obliged to use the license.

In particular, the following rights are part of the license:

- a) authorization to acquire copies of intangible assets and their distribution at events related to the presentation and promotion of the CONTRACTING AUTHORITY's investment plan.

- b) the right to use the intangible asset within the scope of the CONTRACT in all known ways, in particular to further process it, modify it, combine it with another work, reproduce it and communicate it to the public.
- c) granting sublicenses without the consent of the CONTRACTOR.

VIII. TERMINATION OF THE CONTRACT

The CONTRACTING AUTHORITY is entitled to terminate this CONTRACT without giving reasons for termination with a three-month notice period, which begins on the first day of the calendar month following the month in which the notice was delivered in writing to the CONTRACTOR.



Bunker Supply Vessels Prague, Slapy, Orlík - Building Specification (Servisní plavidla Praha, Slapy, Orlík – projektová dokumentace stavby) – REPEATED PROCEEDINGS

Technical specifications

Basic parameters	
1	supply vessel for transportation of dangerous goods on Czech and EU inland waterways
2	navigation zone 4
3	type tank vessel: N
4	construction of cargo tanks: Closed cargo tanks
5	type of cargo tanks: integrated cargo tanks with walls distinct from the outer hull (double-hull vessel)
6	designed and build under the supervision of some of the approved classification societies as a motor tanker (supply vessel), which will transport cargo classified in accordance with generally obliging regulations for dangerous goods in terms of ADN Agreement: <ul style="list-style-type: none"> •UN 1203 Gasoline, •UN 1202 Diesel fuel, •UN 3082 Environmentally hazardous substances, liquid, N.O.S. (bottom water).
7	ordinary operation in 2 people crew, cabins with capacity up to 4 people
8	On the leftside will be lower platform integrated into the body (on the level +300 mm above the water level with full draught) that allows seamless access from the deck of the vessel to a small vessel (recreational craft).
Dimensional modification „Praha“	
9	Total length L = approx. 35 m (the possibility of meeting the limit parameter for a single crew, common in the EU)
10	Overall width B = cca. 9 m
11	Draught T = 1,40 m
12	<i>Preliminary capacities (to be specified in the detailed design of the vessels):</i>
13	- diesel fuel without the excise duty – 64 m ³
14	- diesel fuel with the excise duty – 12 m ³
15	- gasoline – 12 m ³
16	- bilge water – 35 m ³
17	- fecal water – 80 m ³
18	- drinking water – 33 m ³
19	- reserve – 24 m ³
20	- used oil tank 6 m ³
21	- oil storage 10 m ²
22	for year-round operation
Dimensional modification „Slapy Orlík“	
23	Total length L = max. 34 m
24	Overall width B = max. 5,5 m
25	Draught T = 1,20 m
26	<i>Preliminary capacities (to be specified in the detailed design of the vessels):</i>
27	- diesel fuel without the excise duty – 20 m ³
28	- diesel fuel with the excise duty – 5-10 m ³
29	- gasoline – 5-10 m ³
30	- bilge water – 5 m ³
31	- fecal water – 20 m ³
32	- drinking water – 20 m ³

33	- reserve – according to the conditions of construction
34	- used oil tank 2 m3
35	- oil storage 5 m2
36	structurally for year-round operation and permanent navigation, practically used for the vessel supply service in the period 1.4. - 30.10.
Vessel drive	
37	Vessel propulsion: 2 x compact unit (approx 2 x 190 kW) preferably with electric power transmission, enabling a simple change of the propulsion unit without interfering with the overall structure of the vessel (eg during future modernization),
38	bow thruster systems: 1 x cca 140 kW,
39	fuel: LNG, with tank approx. 20 m3 LNG, or other low-emission fuel, real for propulsion of supply vessels (<i>will be checked within the elaboration of building specification</i>)
40	The propulsion will be optimized for the predominant mode of navigation on fairway with low current speed (reservoirs, calm water upstream the weirs), where a single engine in the optimal mode will drive two propellers, with the possible use of batteries for semi-hybrid propulsion.
41	The power supply to the electrical system will be optimized to minimize exhalations and noise pollution from the unit during the dispensing or pumping of liquids when supplying vessels on the open river (ie outside the shore power supply).
Vessel construction, cargo area and other areas	
42	Cargo area, which is allocated to the front and rear cofferdam contains:
43	· 8 separated cargo tanks, which spaces are formed by transverse partitions and longitudinal partitions;
44	· 1 central oil and gas bottles storage room under the deck,
45	· 1 x lifting device designed to launch the rescue boat on the water surface or loading / unloading barrels of oil.
46	Areas outside the cargo area (according to ADN):
47	- Bow, the space behind the front cofferdam includes contains (preliminary expectation):
48	· two separated cargo tanks for drinking water,
49	· LNG fuel tank (event. other low-emission fuel),
50	· fore peak with a bow thruster.
51	- Stern compartment behind the rear cofferdam includes:
52	· two separated cargo tanks for fecal waste,
53	· two separated cargo tanks for used oil from vessels kitchens,
54	· wheelhouse and living areas,
55	· space for technical support crew of the vessel and handy storage.
56	cargo tanks intended for Gasoline UN 1203 will be equipped by water spray system and opening pressure of high-velocity vent valve: 10 kPa.
57	The cargo tanks are filled separately, on the vessel there is none central pipes for loading and unloading.
58	Cargo tanks intended for the fuel are provided with flanges for the filling of a tank vehicle - truck (80 mm diameter, connector API type); for each flange must be positioned with the valve opening position indicator.
59	Cargo tanks intended for fuels are equipped with a flange for vapor recovery in a tank vehicle (diameter 50 mm).
60	Cargo tanks intended for Gasoline are also equipped with high overpressure (vacuum) valve with flame arrester (type Prottego).
61	Cargo tanks intended for oily water and cargo tanks for fecal wastes are only equipped with flanges for connecting the suction hose and the vent opening Nákladní tanky určené pro zaolejované vody a nákladní tanky pro fekální vody budou vybavené pouze přírubami pro napojení sací hadice z cisterny a odvětrávací otvorem. For pumping our of fecal waste into the sewer on the shore there will be installed a pump with a pressure hose connection.
62	Vents of cofferdams shall be equipped with flame arresters (type Prottego).
63	On board is not installed unloading pump, the vessel is intended only for dispensing fuel into the fuel tanks of vessels supplied.
64	Dispensing fuel is ensured by means of standard pump dispensing device Výdej pohonných hmot bude zabezpečený pomocí standardních výdejních zařízení s čerpadly, with a hose length of 15 m, for diesel without excise duty with a dispensing gun DN 25 with an output of 70 l / min, for diesel and petrol with excise duty DN 19 with an output of 40 l / min. The dispensing facility will metrologically meet the requirements for public dispensing.

65	According to 9.3.3.21.5 c) of ADN dispensing equipment of supply tank vessel shall fulfil the requirements of EN 12827: 1999 and shall be equipped with a quick-closing devices that stop the pump dispenser if the liquid level in a supply tank reaches 97% full. This device shall be activated via binary signal from supplied vessel (article 8.05, paragraph 9, ES-2019 TRIN). The binary signal shall be transmitted via a secured electrical circuit with dipole socket according to IEC 309: 1992 for direct current with a voltage of 40-50 V.
66	Intake of oily water and fecal waste from vessels is typically performed by pumping using a pump installed on the vessel, which gives off oily or fecal water. For the case that the vessels are not capable of separate dispensing of oily water or fecal waste a supply vessel is equipped with 2 vacuum pumps with which oily water and fecal waste can supply vessel runs out.
67	In the cargo area of tank vessels there is designed storage area for oil and gas bottles. Unloading and loading of oils is realizable by means of a lifting device (crane ship) located in the cargo area.
68	According to the provisions 7.2.4.1.3 ADN is allowed to carriage by supply tank vessels cargo consignments (packed dangerous goods) in cargo area with a total weight up to 5000 kg. On the basis of this provision of ADN can be the supplying of vessels with propane bottles provided, on the assumption that it will be recorded in the approval certificate ADN. Propane bottles must be securely stored protected from heat, sun and bad weather. For this purpose it is possible to utilize the space in the cargo area, proposed for storage of oil.
69	The storage of hazardous solid waste in bins will be similarly addressed.
70	On board behind the front cofferdam are two integrated cargo tanks for drinking water. It is required that the cargo tanks will be equipped with an inner coating or that made of stainless steel. Cargo tanks for drinking water must be provided with the pumping-out system to ensure the complete depletion of drinking water. The cargo tanks for drinking water must be sufficiently insulated for summer and winter
71	The drinking water supply will be from the shore water connection.
72	Sewage sewage will be collected in public sewers.
73	Wastewater contaminated with oil will be pumped into specialized tank trucks with removal for ecological disposal.
74	On board there are two separate cargo tanks, which are intended for the collection of used oil coming from the ship's kitchens. The volume of each cargo tank is approx. 3 m3, cargo tanks are equipped similarly to the cargo tanks in the cargo area with safety and control devices.
75	Below the wheelhouse in the rear of the vessel is area, designed as a workshop for the crew and handy storage.
Living areas	
76	Residential area consist of two cabins, a lounge integrated into the wheelhouse. The capacity of residential area is suitable for the life of an ordinary two-member crew, exceptionally up to four-member crew.
77	The vessel will be equipped with a toilet and shower with a sink for the crew, the kitchen will be integrated into the lounge with the wheelhouse.
78	The distribution of drinking water and wastewater will be connected to the tanks of the supply vessel.
79	The lounge with the wheelhouse will be adapted for contact with clients in handling the supply of vessels, including billing and payments, records in ship documents, etc. The payment system will also use the interface of the Port Card system for identification for refueling without excise duty and waste disposal.
Other systems	
80	It shall be installed fire extinguishing system on board of the vessel, which is operated by two independent fire or ballast pumps, which are not located in one area, fire extinguishing lines in the cargo area must be equipped with at least three hydrants, fire extinguishing power of the system must be at least such that while using two hydrants water jet, this covered a distance that equals at least the width of the vessel, run the water to the fire extinguishing lining shall be turn on from the wheelhouse and from the deck and fire lines and hydrants must be protected against freezing temperatures. The space under the deck, in which there is located a machinery, must be equipped with a stationary fire extinguishing system, which must fulfil the requirements according to 9.3.3.40.2 of ADN.

81	The supply vessel is provided with ballast spaces and ballast system that allows secure equilibrium position of the vessel and its optimum stability at each filling level of cargo tanks. According to ADN agreement shall every double-hull tank vessel be equipped with a device to control loading (loading instrument). It is a software and hardware equipment that is installed on the vessel. This device must be approved by a recognized classification society. Zásobovací plavidlo bude vybavené balastními prostory a automatickým balastním systémem, který umožňuje zabezpečit rovnovážnou polohu plavidla a jeho optimální stabilitu při každém stavu naplnění nákladních tanků. Z hlediska požadavků dohody ADN musí být každé dvouplášťové tankové plavidlo vybavené zařízením pro kontrolu naložení (loading instrument). Jedná se o softwarové a hardwarové vybavení, které je instalované na plavidle. Toto zařízení musí být schválené uznanou klasifikační společností.
82	Living area with engine heating and double-acting air conditioning and heating.
83	On-board network 230 V, 50 Hz AC, including shore connection, for computer equipment distribution equipped with stabilization.
84	On-board network for 24 V DC devices, internet access via LTE and WiFi in the bases.
85	WiFi connectivity to a wide range of WiFi transmission networks, primarily at the base of supply vessel bases. WiFi connectivity will be used within the range of available access points, when it will be possible to use higher transmission capacity, eg for the transfer of larger files
86	LTE connectivity 4G / 5G, providing internet access in places without WiFi coverage. Depending on the quality of coverage by the mobile operator, it should provide connections over almost the entire range of the waterway network
Equipment and nautical systems	
87	The vessel must be equipped in accordance with Article 13.7 EC-2019 TRIN with lifeboat, which is in concept placed in the cargo area. The lifeboat must meet the requirements of EN 1914. Because the lifeboat is placed in the cargo area, shall be near the accommodation spaces located a collective rescue device with a minimum displacement of 600 N, according to paragraph 7.2.3.29.1 ADN.
88	The wheelhouse will be equipped for complete control of the vessel from a single ergonomically arranged skipper's station, which will have accessible while sitting on a chair all the equipment needed during navigation and maneuvering, including control of engines, propellers and rudders, electrically driven anchors, thrusters equipment, exclusively digital displays with machine status information, radar integrated with IECDIS viewer in navigation mode on two 19" monitors, 2 ship VHF radios, Inland AIS transponder, digital rate-of-turn indicator, basic single-beam sonar with digital display and auxiliary camera system focused on the bow and sides of the vessel.
89	The vessel will be designed for approval for control by a maximum of 2 crew members.
90	Standard equipment and fittings of the vessel, including electric anchorage, day and night signals, headlight, voice communication of the wheelhouse with the deck, including connection points during supply.
91	A camera system with a record permanently focused on the points of handling the supplied materials, especially diesel without excise duty, which will not be erasable or switchable by the operator. The system will be a means of proof for the Customs Administration as well as for environmental protection authorities.
92	The delivery will include a payment system for non-cash payments for fuel, an interface for identifying clients and subscribing to prepaid services using the Port Card, a cash register for issuing accounting documents and a monitoring system for remote service station management included in a single network for managing all fuel stations (stable and supply vessels) operated by the Waterways Directorate.
93	The communication interface will be the interface for communication of the payment system with the bank via the Internet and the monitoring system interface in the form of remote management of the system running at the station and output to an external monitoring system at the ŘVC workplace in the form of desktop software.

TECHNICAL-LEVEL DOCUMENT

BASIC INFORMATION

Name of public contract	Bunker Supply Vessels Prague, Slapy, Orlík - Building Specification (Servisní plavidla Praha, Slapy, Orlík – projektová dokumentace stavby) – REPEATED PROCEEDINGS 2
Contracting Authority's profile	https://nen.nipez.cz/profil/RVCCR System number: N006/22/V00001018

The Supplier submits the following Statement and declares on his honour in this respect the following.

1. The effect of the Statement is verified and its achievement on the public contract in question is therefore realistic.
2. In the course of the procurement procedure, the supplier shall be prepared to demonstrate the Statement effect and, where appropriate, to provide at least a simple copy of the documents proving that the Statement effect is realistic.

The Supplier acknowledges that if this declaration on honour proves false at any time during the procedure, he will (albeit additionally) be awarded 4 points (equivalent to the neutral Technical level).

Binding instructions for completing the Technical Level document

- **Please fill all mandatory fields.** Otherwise, you run the risk that it will not be possible to evaluate the Statement.
- It is only on the basis of **specific and precise information** that the maximum number of points can be reached.
- **The figures** make the evaluation transparent. Use them as much as possible.
- **The Technical Level document** (including this cover) **shall not exceed 8 A4 pages** while maintaining the text format – Calibri font size 11b.

What do you offer us?

Please indicate the Statement (on your expert level which will be beneficial to the fulfilment of the Purpose of the public contract):

In good cooperation with our staff, managed by a project manager with a lot of experience in the tanker field the design will be made according to your wishes. The drawing are available in DWG for you. For the basic of the tanker we can use the knowledge we have from other tankers, your wishes will added. In the takes we already can inform you what will be accepted by the class and what not. In this way we avoid loss of time. Our people have a lot of experience in this kind of projects and have a high level of education, attended technical schools specialized in sea and inland shipping.

Compulsory field.

Help!

- What „Statement“ means is specified in the Procurement Documentation
- The Technical level may consist mainly of the **quality of staff** (practice, experience, training, etc.), **established working team procedures** (methodology, cooperation between different professions, quality management, etc.), **access to staff or subcontractors**, the level of **facilities or technical equipment**, and the **quality of preparation for the performance of the contract**.
- Indicate only what will help the Contracting Authority to fulfil the Purposes of the Public Contract

What will the Statement bring us – preferably in figures – in relation to the Purpose of the public contract?

Statement effect – how can the effect of the Statement on fulfilment of the Purpose of the public contract be quantified or otherwise defined?

- In relation to the Purpose of the public contract referred to in point (a) of Article 7 of the Procurement Documentation (supply vessel equipped with low-emission propulsion, capable of limiting the production of emissions from the movement of a ship on a water (fairway) with low current speed and during the supply of ships, with reasonably economic operation in accordance with the ADN Agreement):

The last three years all vessel we deliverd are equiped with low emission propulsion. All those inland vessels are fully comply with the new european regulations. They have all received a gold label from an independent institute that advise the portauthorities on the enviroment.

- In relation to the Purpose of the public contract referred to in point (b) of Article 7 of the Procurement Documentation (application of innovations for the safe operation of ship supplies, with emphasis on the protection of water against pollution):

This is also a part of the new european regulations. Our vessels are designed in such a way that this easily tackled, also the class that approves the ship design, pay attention to this.

- In relation to the Purpose of the contract referred to in point (c) of Article 7 of the Procurement Documentation (application of innovations to enable future expansion of the fuel portfolio provided to vessels in the context of their supply):

Help!

- Please describe in this section of the document what your expert level will bring to the Contracting Authority —in other words: What will be the ‘effect’ of what level of fulfilment you will achieve the Purpose of the public contract
- The Contracting Authority is interested only in the benefit (effect) in relation to the points listed in the Purpose of the public contract
- be ready to defend your impact figures in relation to any verification of the data
- For details on how to assess, see the Technical Level checklist

With the design of the engine room it will be taken into account that there is sufficient space to place a main engine that can also perform on alternative fuels. Alternative fuels can have a favorable effect on CO2 in particular. As noted earlier, the ship already meets the new standards in the field of nox an particulate matter pollution.

- In relation to the Purpose of the contract referred to in point (d) of Article 7 of the Procurement Documentation (application of innovations for the best design of bunker vessels applied on EU inland waterways):

The vessel will be outfitted with the latest design with regard to bunker activities with wich good experiences are also in the Netherlands, depending on your choise with hoses of a boom. Of course we can advise you in the choice.

- In relation to the Purpose of the public contract referred to in point (e) of Article 7 of the Procurement Documentation (application of innovations for the efficient operation of a ship with crew facilities and equipment for navigation and supply performance with ergonomic crew conditions):

In this field we have a loy of expierence in Holland, we will of course interrater high standard in the desing. During the design we will discuss with you if there are special wishes from your site.

- In relation to the Purpose of public procurement under point (f) of Article 7 of the Procurement Documentation (application of innovations for flexible propulsion solutions allowing future innovations of machinery responding to the availability of low-emission fuels and technologies in the future):

As written earlier we will take care about this. The machine room will be as much as flexibel

For the maximum number of points, the effect must be indicated in relation to all points Purpose of the contract. Compulsory field.

Show that what you offer is working.

The Contractor shall demonstrate that the above-mentioned Submission effect is realistic as follows:

add to the previous minimum the number of contracts (reference projects) of the contractor where the professional level described above has also been used, including a precise description of the reference and a specific identification of the client of the reference with contact details for possible verification of the reference; attach accompanying text (if applicable)

add a specific reference project including a precise description of the reference and specific identification of the Authorising Authority with contact details

Otherwise: Please add how (e.g. expert studies, research) and justify the reality of the effect.

The selected is accompanied by the symbol "x"; Please select at least one of the options. Compulsory field.

Help!

- Make sure in this section of the contracting authority /entity that what you offer is realistic; That your level of expertise will also work in this procurement procedure.
- It is sufficient to indicate the number of experience/contracts for which you have achieved the above-mentioned numerical effects and/or any other brief justification of the reality of your tender
- Without evidence of the reality of your tender, you cannot achieve more than a neutral evaluation
- Please specify the details of the contracts (reference projects) in detail so that the contracting authority is able to verify implementation