

# TENDER CONDITIONS

**No. 21PP000081**

intangible assets – PAPCEL, a.s. Litovel, Olomouc District

<b>Submission period:</b>	<b>05/08/2021 to 09/09/2021</b>
<b>Organiser of the Tender Procedure:</b>	PROKONZULTA, a.s. Křenová 299/26, 602 00 Brno
	Company No. 26307367
	registered in the Commercial Register maintained by the Regional Court in Brno, File No. B 7673

## Preamble:

On the basis of a concluded contract, the organiser undertakes to organise the Tender Procedure (hereinafter referred to as “TP”) for the contracting entity – **1. správcovská a konkurzní v.o.s.**, Company No. 26126788, based in Pardubice, Sladkovského 67, Postcode 530 02, the insolvency administrator of the debtor – **PAPCEL, a.s.**, Reg. No. 25350471, based in Litovel, Uničovská 132/19, Postcode 784 01, bank details: 1788714002/5500, for selecting a prospective buyer willing to enter into a Purchase Agreement for intangible assets.

## The subject of the Tender Procedure is a set of intangible assets:

The set of intangible assets consists of:

(according to the list of assets, specified as items 15, 17, 18, 20, 21, 83 and 93)

- GOROSTIDI trademark; Registration No.: 849864, File No.: WIPO-CZ 849864
- GOROSTIDI EUIPO trademark; Application No.: 16614737, File No.: EUIPO 16614737
- GOROSTIDI figurative mark; Application No.: 16617284, File No.: EUIPO 16617284
- GOROSTIDI EUIPO figurative mark 2; Application No.: 16617301, File No.: EUIPO 16617301
- PAPCEL trademark; Application No.: 196275, File No.: O\_196275
- Internet domain [www.papcel.cz](http://www.papcel.cz)
- Know-how as per Annex No. 27

PAPCEL, a.s. is a Czech commercial-technical company specialised in the manufacture and delivery of complete papermaking technology for the manufacture of all generally available and widely used types of paper.

## Information about the subject of sale:

For this purpose, prospective buyers can view the sold assets. Annex No. 27 is posted on the organiser’s website at [www.prokonzulta.cz](http://www.prokonzulta.cz).

Prospective buyers will be permitted to view the assets on 24/08/2021 at 10:00 after prior agreement, participants of the viewing will meet at Uničovská 132/19, Litovel. Prospective buyers should register for the viewing with the organiser in advance by e-mail at: [hradil@prokonzulta.cz](mailto:hradil@prokonzulta.cz).

Only persons who signed a Confidentiality Agreement in advance will be permitted to participate in the viewing, the text of which can be requested from the organiser.

The details of the Tender Procedure are available at the organiser’s website:

<https://www.prokonzulta.cz/vyberove-rizeni/nehmotny-majetek-papcel-a-s-litovel-okres-olomouc-m21PP000081>

Further information will be provided by the organiser upon request.

### **Conditions of participation in the Tender Procedure:**

A tenderer may be a natural person or legal entity that will deliver a tender containing all details as stated below in a sealed and intact envelope bearing the name of the Tender Procedure (i.e. "TENDER FOR TENDER PROCEDURE Intangible Assets – PAPCEL) by the set deadline.

**The deadline for submission of tenders is 09/09/2021, inclusive, by 12:00.**

Tenders may either be submitted in person or by post or electronically. Personal delivery is possible on 09/09/2021 from 9:00 to 12:00, or after prior agreement on other days. If a tender is delivered by post, the organiser will not accept tenders delivered late due to delayed delivery. Any tender sent by post must be received no later than 09/09/2021, 12:00, inclusive, or it will not be accepted. If a tender is submitted electronically via the organiser's website, the deadline is 09/09/2021, 12:00.

Tenders must be unconditional and contain the following particulars:

- the tender price in CZK will be expressed in figures and in words (if the numerical expression does not match the verbal expression, the amount expressed in words will be the valid price);
- the tender must be signed by the tenderer or person authorised to act on behalf of the tenderer. Legal entities and entrepreneurs must enclose a copy of a valid extract from the register in which they are registered (i.e. from the Commercial Register, the Trade Licensing Register, etc.) with their tender. If a tender is signed by the tenderer's representative, the tender must also contain a written power of attorney. The signature of this tender must be authenticated.
- the tenderer's commitment to enter into the Purchase Agreement for the intangible assets with the contracting entity, as stated above
- the tender must be valid to at least 01/11/2021 inclusive
- these Tender Conditions, signed as a proof of their acceptance – the signature must be authenticated.
- correspondence, e-mail and phone contact details of the tenderer for notifying the result of the Tender Procedure.

Tenderers are not entitled to compensation for any costs associated with their participation in the Tender Procedure.

### **Payment of deposit:**

Tenderers who participate in the Tender Procedure and submit a tender must pay a **deposit of CZK 1.000,000:**

1. by bank transfer into the account of the contracting entity, No. 1788714002/5500, the variable symbol: "Birth No." of a tenderer who is a natural person, or "Company No." of a tenderer that is a legal entity or natural person – entrepreneur.
2. by cash deposit into the account of the contracting entity, No. 1788714002/5500, the same variable symbol as stated above.

The deadline for the deposit payment is 09/09/2021, 12:00, inclusive. - by this deadline the deposit must be credited to the account of the contracting entity. Payment of the deposit by payment card or cheque is not acceptable.

If the deposit is sent from a foreign country, any bank fees and currency conversion will be borne by the tenderer.

**Deposit refund:**

The deposit will be refunded to unsuccessful tenderers after the end of the Tender Procedure by transfer to the bank account specified in the tender. The deposit will be refunded by transfer, and the transfer will be executed within 40 business days from the end of the tender procedure, inclusive.

If the deposit is sent abroad, any bank fees and currency conversion will be borne by the tenderer.

The deposit of the winner of the Tender Procedure will be set off against the offered purchase price.

**Selection criteria:**

The selection criterion of the Tender Procedure is the highest purchase price, offered duly and timely. Thus in the Tender Procedure the prospective buyer who will offer the highest price for the set of intangible assets will be recommended to the contracting entity by the organiser for entering into the Purchase Agreement.

**The minimum tender price is not set.**

The prospective buyer and potential winner must also fulfil all other conditions of the Tender Procedure. The contracting entity may decide to invite the tenderers to increase the submitted tender price in the second stage of the Tender Procedure. Only tenderers who fulfilled all conditions of the participation in the first state of this Tender Procedure will be invited by the organiser to participate in the second stage. The invitation to participate in the second stage will be sent by e-mail. Similarly, the third stage can be organized in the form of a physical auction. The contracting entity is not obliged to organise the second or third stage of the Tender Procedure, and the winner may be selected immediately after completing the first stage.

If the designated winner does not comply with his / her obligation to pay the purchase price offered by him within the set deadline and thereby thwarts the selection procedure, the winner with the second highest bid will be determined as the winner and the other participant is bound by his bid. If, as mentioned above, the second participant in the queue also fails the tender, the next participant in the queue will be marked as the winner and thus possibly analogously further. Thus, all participants in the tender are bound by their bid submitted in the second or third stage even beyond the basic deadline  
1.11.2021

In accordance with Section 1774 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as “CC”), the contracting entity and the organiser reserve the right to change the conditions of the Tender Procedure or to cancel the Tender Procedure at any time, in any case without specifying the reasons.

The contracting entity and the organiser are entitled not to select any winner (i.e. to refuse all submitted tenders in accordance with Section 1778 (2) of CC), or not to enter into the Claims Assignment Agreement with the winner of the Tender Procedure and to cancel the Tender Procedure, in any case without specifying the reasons.

**Notification of the TP result and deadline for payment of the balance of the tender purchase price:**

The tenders for the first stage will be evaluated by 25/06/2021, after the deadline for submission of tenders. The contracting entity will decide to select the best tender within 20 business days after the end of the Tender Procedure, inclusive. The selected tenderer will be immediately notified of winning by phone or e-mail. The tenderer selected by the contracting entity must pay the purchase price in **14 days** after receipt of the notice of winning, to the account of the contracting entity, No. 1788714002/5500. The payment variable symbol will be the Company No. or Birth No. of the

prospective buyer, as stated above. The full purchase price must be paid before or no later than upon signing the Purchase Agreement by the contracting entity.

The tenderers understand that the Purchase Agreement will not take effect until the Regional Court in Olomouc (hereinafter referred to as the “**Insolvency Court**”), as the Insolvency Court with which the insolvency proceedings regarding the debtor are conducted under File No. KSOL 20 INS 17623 / 2019 (hereinafter referred to as the “**Insolvency Proceedings**”), and the creditors' committee of the debtor gives consent to the sale outside an auction according to Section 289 of the Insolvency Act. The tenderers also understand that the contracting entity will not sign the Purchase Agreement until the creditors, who exercised the right to satisfaction from the security of the objects of realisation that are the subject of this Tender Procedure in their insolvency petition, give instruction to entering into such an agreement, or until a missing instruction is replaced by a decision of the Insolvency Court.

The documents relating to the subject of sale will be taken over at the registered office of the contracting entity, or at the registered office of the debtor, after prior agreement, within 15 days after the Purchase Agreement takes effect.

### **Contractual penalty:**

By signing these Tender Conditions, the tenderer undertakes to pay a contractual penalty of CZK 1.000,000 (in words: one million Czech crowns) (hereinafter referred to as the “**Contractual Penalty**”) to the contracting entity if the tenderer frustrates the Tender Proceedings. The tenderer will frustrate the Tender Proceedings if the tenderer submits a tender, becomes the winner of the Tender Procedure and then does not pay the price offered in the Tender Procedure by the set deadline. In such a case, the contracting entity is entitled to set off their claim from the tenderer for the payment of the Contractual Penalty against the tenderer's claim from the contracting entity for refund of the deposit paid by this tenderer. The end recipient of this Contractual Penalty are the debtor's assets.

The tender price, estimated price of the subject of the Tender Procedure, minimum tender price and purchase price mean prices including VAT at the statutory rate for the subject of the Tender procedure, where the VAT is in question.

In Brno, dated 05/08/2021

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PROKONZULTA, a.s.

The tenderer \_\_\_\_\_ Company No. \_\_\_\_\_ confirms by their signature that they know the Tender Conditions and undertake to adhere to them without reservation.

In \_\_\_\_\_ date \_\_\_\_\_

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Tenderer