



From:

CESNET, zájmové sdružení právnických osob
Generála Píky 430/26
160 00 Praha 6
(Customer)

For:

**SYSGEN Systeme und
Informatikanwendungen Nikisch
GmbH**
Am Hallacker 48, Bremen 28327
Federal Republic of Germany
(Supplier)

Purchase Order Nr. 2024-0373

According to the result of the tender for the public contract "CESNET – 400GbE switch" we order from you the products specified in your quotation sysGen-Offer-NA-68503-A-2024 from November 4, 2024, which is attached to this order.

On behalf of the Customer:

Prague, on (see digital signature)

Ing. Jakub Papírník
Papírník

Digitálně podepsal
Ing. Jakub Papírník
Datum: 2024.11.22
13:16:39 +01'00'

Ing. Jakub Papírník
managing director

Acceptance / confirmation of the Purchase Order

On behalf of the Supplier:

Date: **25.11.2024**



Name: **Mrs. Gabriele Nikisch**
Position in company: **CEO**

Attachment 1: Supplier quotation sysGen-Offer-NA-68503-A-2024 (November 4, 2024)
Attachment 2: Inquiry: CESNET – 400GbE switch

Sitz der Gesellschaft:
28327 Bremen
Am Hallacker 48
Tel.: 0421 40 966 - 0
Fax: 0421 40 966 - 33

Systeme und Informatikanwendungen Nikisch GmbH

sysGen GmbH – Am Hallacker 48- 28327 Bremen

CESNET
zájmové sdružení právnických osob
Generála Píky 430/26, Dejvice,

160 00 Prague 6
Czech Republic
ID: 63839172

sysGen-Offer-NA-68503-A-2024

We thank you for your request and offer you as follows:

SCOPE OF DELIVERY

Pos	Qty	Description	unit price/€	total price/€
1	1	<ul style="list-style-type: none">o 1x MSN4700-WS2RC / # 920-9N301-00RB-0C0 NVIDIA Spectrum-3 based 400GbE 1U Open Ethernet Switch with Cumulus Linux, 32 QSFPDD ports, 2 Power Supplies (AC), x86 CPU, standard depth, C2P airflow, Rail Kito 1x SUP-SN4700-CL-3S / # 781-S47N0Z+P2CMI36 NVIDIA ENT Business Standard Support Services for SN4700 Series, 3 Years	36.485,00	36.485,00

Total/net/€:

36.485,00

Supply: Free shipping
Delivery: depending on the availability from our suppliers about 8 to 16 weeks after receipt of order

Warranty: reported separately and in accordance with manufacturer

Payment: Within 30 days of the invoice date without deduction

Intracommunity supply, free of VAT according § 4 No. 1a UStG.

Terms and conditions apply to your announcement, which we accept.

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28327 Bremen
Am Hallacker 48
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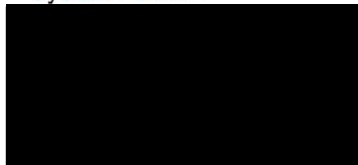
Systeme und Informatikanwendungen Nikisch GmbH

sysGen GmbH – Am Hallacker 48- 28327 Bremen

We hope you like our offer and would welcome a positive decision on your part.

Sincerely yours

sysGen GmbH



INQUIRY

CESNET – 400GbE switch

Contracting authority:

CESNET, zájmové sdružení právnických osob

(CESNET, interest association of legal entities)

Registered seat: Generála Píky 430/26, Dejvice, 160 00 Prague 6

ID: 63839172

Registered: in the Register of Associations, file No. L 58848 kept by the Municipal Court in Prague (dále jen „Contracting authority“)

1. The subject of this public contract is the supply of 400GbE switch compatible with following specification:

- 400G GbE Open Switch, 32x QSFP-DD port, 1U, x86 CPU, 2 power supplies
- Breakouts 64x 200GbE PAM4, 64x 100GbE NRZ or 128x 100GbE PAM4
- Inband network telemetry (INT)-ready hardware
- Programmable pipeline to parse, process, and edit packets
- Ethernet switch device driver model (switchdev) support
- Cumulus Linux OS support and Open-source SONIC OS support
- 1 million IPv4 route entries
- 512K on-chip flow counters
- 512K forwarding entries
- 3 years bussiness standard support

If the functionality of this switch is conditional on a licensing model, all necessary licenses must be included in the final price.

2. The selected supplier must deliver the Equipment no later than 60 days from the conclusion of the contract.
3. Warranty and service
 - a. Warranty

In the context of this public contract, the contracting authority requires the provision of a warranty for a period of 36 months with the possibility of subsequent use of after-warranty services to the same extent as the services provided under the warranty, for at least another 12 months (in 12-month cycles, even repeatedly). The warranty (and after-sales service) required by the contracting authority shall include both the provision of fault rectification on the equipment supplied and the provision of support from the equipment manufacturer to the extent specified below.

- b. Requirements of the Contracting Authority for the elimination of the defect
 - Possibility to report a fault during normal working hours (8x5 mode)
 - Response to a fault report no later than the next working day
 - Telephone and e-mail support for incident solution with the possibility of escalation to the manufacturer
4. The place of delivery is the workplace of the contracting authority - Šumavská 416/15, Brno, 602 00.
5. The maximum price (excluding VAT): **1 500 000,- CZK** or equivalent amount in EUR (the rule set out in paragraph 7 applies to currency conversion). Bids with a bid price higher than specified amount will be excluded from the procurement procedure.
6. **The bid must be delivered by 4 November 2024 at the latest to the email of the contact person of the contracting authority** [REDACTED] Bids received later will not be considered and evaluated.
7. The main **evaluation criterion is the total offer price in CZK excluding VAT**, with all the required parameters met, a lower price is better. The total bid price will be set in the tender as the sum of the prices of all items of the public contract, including all costs related to the performance - packaging, transport, installation, licenses, etc. The total price will be given in the following structure: total price excluding VAT, VAT rate and total price including VAT, in CZK currency. In this case, for the purposes of evaluating tenders, the tender price in EUR will be converted into CZK using the official exchange rate issued by the Czech National Bank (<https://www.cnb.cz/cs/financni-trhy/devizovy-trh/kurzy-devizoveho-trhu/kurzy-devizoveho-trhu/>) for the last day of the deadline for submission of tenders.
8. In the event of equality between two or more tenders under the evaluation criteria referred to in paragraph 7, the ranking of tenders (for the selection of the most advantageous tender) shall be decided by lot in the presence of representatives of the tenderers whose tenders have identical tender prices.
9. **By submitting a bid, the tenderer confirms that its bid meets all the technical and commercial requirements of the Contracting Authority set out in this inquiry. The tenderer shall include in the bid all information which demonstrates that the bid meets the requirements set out in this inquiry.**
10. The Supplier shall compose the bid in such a way that the information given in the tender does not contradict or in any way exclude or restrict the authorisations or requirements of the Contracting Authority set out in this Inquiry.
11. The tender must be submitted in Czech, Slovak or English.
12. The Contracting Authority reserves the right to not consider and evaluate any bid that does not comply with the requirements set out in this Inquiry or that is incomplete.

13. The contracting authority reserves the right to cancel the tender without giving any reason until the conclusion of the contractual document (order confirmation) with the selected supplier.
14. The Contracting Authority reserves the right to verify the information provided by the Supplier with third parties and the Supplier is obliged to provide all necessary cooperation in this respect.
15. The contracting authority shall provide additional information on the tender only in written (e-mail) form on the basis of a written request sent by the supplier to the contact person of the contracting authority. The contracting authority shall provide additional information to all other called suppliers.
16. Payment terms:
 - the price will be paid by the Contracting Authority by bank transfer to the Supplier's account on the basis of a tax document - invoice issued by the Supplier;
 - the invoice must have all the legal requirements of a tax document. In the event that the invoice does not have the above-mentioned particulars, the contracting authority is entitled to send it back to the supplier within the due date for completion or correction, without defaulting on the due date; the due date starts again from the date of receipt of the duly completed or corrected document;
 - the due date of the tax invoice shall not be less than 15 days from the date of its delivery to the contracting authority.