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Prague 1, Růžová 6, House 943, Postal Code 110 00, Czech Republic
Represented by: Tomáš Hebelka, MSc, CEO
(hereinafter referred to as „Contracting Authority“)

In Prague, date: *as per the electronic signature*

EXPLANATION AND SUPPLEMENTATION OF TENDER DOCUMENTATION - V.

The Contracting Authority of the over-threshold public contract „**Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID)**“ being awarded in an open procedure pursuant to Act No. 134/2016 Coll., On Public Procurement¹, as amended (hereinafter referred to as “Act”), hereby explains and supplements the tender documentation in accordance with Sec. 98 and 99 of the Act.

Question 1:

1. Article 9., 15.2. and 17.3. of the Tender Documentation, in connection with “Explanation of Tender Documentation I” of 20. 7. 2020

In the “Explanation of the Tender Documentation I”, the Contracting Authority provided the tenderers with samples of applications to the tax office and the social security administration for the issuance of a certificate of fulfilment of the basic qualification requirements, which presuppose the possibility of sending the certificate directly to the contracting authority's data box.

We request a clarification whether, in the event that a confirmation from the tax office or social security administration is sent by these institutions directly to the contracting authority's data box (i.e. not formally submitted to the contracting authority by the supplier itself, either as part of the tender or before concluding contract), Is this automatically accepted by the contracting authority as proper proof of qualification in the tender or proper documentation of the documentation before concluding the contract?

Answer 1:

The Contracting Authority informs you that the option to let a certification send to the Contracting Authority is mainly dedicated for suppliers that do not have their data boxes. If you have a data box, please let the certificate send to your data box and then submit it as a part of your bid.

In case of suppliers who used this option and let the authorities send the given documents to the data box of the Contracting Authority, the Contracting Authority provides the obtained

¹ Please find the English version of the Act under this link: http://www.portal-vz.cz/getmedia/ac061a0a-d8c1-4ff1-b8d2-691aa89269b1/Zakon-c-134_2016-Sb-o-zadavani-verejnych-zakazek.pdf Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

confirmations to the supplier and the supplier may use them as a part of the bid, respectively submit them upon the request before the contract conclusion.

Speaking of the phase before concluding contract, the provision of Sec. 122 (3)(a) and the Act generally operates with the option that the given documents may have been already available to the Contracting Authority from previous tender procedures or different sources.

By this option the Contracting Authority generally tries to remove any possible discrimination for suppliers who do not dispose of a data box or generally obtaining electronic originally may be an unjustified obstacle for them.

In compliance with the current practice of the courts and the Office for the Protection of Competition, the supplier shall refer to the fact that certain documents are not being submitted by the supplier himself, but they have been made available the Contracting Authority from different source. It is not an obligation of the Contracting Authority to individually keep a record of disponible documents.

Question 2:

2. Article 9.2. of the Tender Documentation – Proof of fulfilment of the basic capacity by a Contractor with its seat outside of the Czech Republic (foreign Contractor)

The provision of Article 9.2. the tender documentation states the basic qualification preconditions of suppliers to the extent specified by the Act; in clause 9.2.3. The tender documentation then states in relation to the demonstration of basic competence by a foreign supplier:

*The Contractor shall demonstrate compliance with basic capacity **in relation to the Czech Republic** by submitting:*

- a) a certificate issued by the competent Czech tax authority regarding the 9.2.1 (b) of this TD,*
- b) a written sworn statement on excise regarding the 9.2.1 (b) of this TD,*
- c) a written sworn statement regarding the 9.2.1 (c) of this TD, d) certificate issued by the applicable Czech Social Security Administration regarding the 9.2.1 (d) of this TD.*

*The Contractor shall prove fulfilment of the conditions for capacity **in relation to the country of the Contractor's registered seat** by submitting, in accordance with:*

- a) the 9.2.1 (a) of this TD,*
- b) the 9.2.1 (b) of this TD,*
- c) the 9.2.1 (c) of this TD; whereas*

*the Contractor shall be required to prove basic capacity requirements **in relation to the country of the Contractor's registered seat** in accordance with the Sec. 81 of the Act by submitting documents issued in accordance with the laws of the country where they were obtained, to the extent required by the Contracting Authority.*

*If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by **a written affidavit.***

Does the Contracting Authority require the foreign contractor (at least in the event that it becomes the selected economic operator) to prove the fulfilment of the basic qualification in proving that it does not have arrears in insurance premiums or penalties for social security and contribution to the state employment policy in his country of residence (§ 74 paragraph 1, letter d) of the ZZVZ), and further that it is not in liquidation, no bankruptcy decision has been issued against him or no compulsory administration has been ordered against him, resp. is not in a similar situation according to the legal order of its registered office (§ 74 (1) (e) of the Act), in the manner (documents) according to § 81 of the Act?

Answer 2:

As stipulated in the Sec. 74 (1) of the Act, in the above-threshold regime, the Contracting Authority shall request a proof of the **basic capacity pursuant to Section 74 of the Act**.

According to the Sec. 74 of the Act it is stated as follows:

(1) An economic operator shall not be qualified if it:

a) was convicted by final judgement in the country of its registered seat of a crime specified in Annex No. 3 to this Act or another similar crime pursuant to the law of the country of its registered office in the past five years preceding the commencement of the procurement procedure; expunged convictions are disregarded,

b) has outstanding tax arrears registered in tax records in the Czech Republic or in the country of its registered office,

c) has outstanding arrears in respect of payments and penalties of public health insurance in the Czech Republic or in the country of its registered office,

d) has outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy in the Czech Republic or in the country of its registered office,

e) is in liquidation, has been declared insolvent, in respect of whom the receivership has been imposed under another legal regulation or it is in a similar situation pursuant to the law of the country of its registered office.

All participants in this tender procedure shall be qualified among others according to the Sec. 74 of the Act, whereas the same requirements are stated in **the Art. 9.2.1 of the Tender Documentation** (hereinafter referred to as the "TD").

The supplier shall be required to prove basic capacity requirements in relation to the country of the Contractor's registered seat in accordance with the Sec. 81 of the Act by submitting documents issued in accordance with the laws of the country where they were obtained, to the extent required by the Contracting Authority. If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by a written affidavit.

To avoid any doubts the phrasing of the provision 9.2.3 of the TD shall amend as follows:

"9.2.3 Proof of fulfilment of the basic capacity by a Contractor with its seat outside of the Czech Republic (foreign Contractor)

The Contractor shall demonstrate compliance with basic capacity in

relation to the Czech Republic by submitting:

- a) a certificate issued by the competent Czech tax authority regarding the 9.2.1 (b) of this TD,
- b) a written sworn statement on excise tax regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement regarding the 9.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 9.2.1 (d) of this TD.

The Contractor shall prove fulfilment of the conditions for capacity **in relation to the country of the Contractor's registered seat** by submitting, in accordance with:

- a) the 9.2.1 (a) of this TD,
- b) the 9.2.1 (b) of this TD,
- c) the 9.2.1 (c) of this TD,
- d) the 9.2.1 (d) of this TD,
- e) the 9.2.1 (e) of this TD; whereas

the Contractor shall be required to prove basic capacity requirements **in relation to the country of the Contractor's registered seat** in accordance with the Sec. 81 of the Act by submitting documents issued in accordance with the laws of the country where they were obtained, to the extent required by the Contracting Authority.

If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by **a written affidavit.**"

Question 3:

3. Article 9.4.1. of the Tender Documentation

Quoted provision provides the following technical qualification requirements:

„In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit a list of minimum 1 major supply provided by the Contractor during the last 3 years before the commencement of the tender procedure, including the prices and periods of performance of the supplies and the client's identification data.

- As a major supply the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this public contract, that means, a supply of diffractive optically variable image devices (DOVID) applied on a sheet of polycarbonate foil with at least 15 positions (or in total with at least 900 000 elements per year as are the relevant time frames defined below), used for a significant national identification document (passport, national identity card, driving licence or resident permit), in the minimum total amount of 60 000 pcs of sheets per each year (i.e. per the

following periods of time: 07/2017 - 07/2018; 07/2018 – 07/2019 and per 07/2019 - 07/2020).

▪ *This specification is in accordance with the Section 79(3) of the Act, the second sentence, since it is a regular contract and thus the scope of the contract implemented in the course of the period set out in paragraphs 9.4.1 shall be considered decisive for the purpose of proving technical qualification timewise.*

Does the contracting authority require that the entire volume of the reference order shall be delivered to the customer based on a single contract (as a single contract), or will accept also deliveries made based on several separate contracts?

Answer 3:

The Contracting Authority hereby informs that it is not decisive if the supplier delivered the supply within one or more contracts in the case **it was delivered to the same customer.**

Question 4:

4. Article 14.2 of the Tender Documentation – Register of VAT Payers and Annex 4 to the Tender Documentation – Affidavit about bank account and VAT payer reliability

In the Article 14.2. of the Tender Documentation it is stated in relation to foreign suppliers:

„The foreign participant shall include in the tender a plain copy of a sworn statement on a banking account or possibly VAT documents demonstrating VAT registration in the Czech Republic and a statement in a plain copy proving that the participant is a reliable VAT payer. The participant may use the sample solemn declaration provided in Annex 4 to this TD.“

- a) **The above stated provision is understood by the supplier in a meaning that a document on the registration of a VAT payer in the Czech Republic must be submitted by a foreign supplier only if it is registered as a VAT payer in the Czech Republic, i.e. if the foreign supplier is not registered as a VAT payer in the Czech Republic (as it is not a condition), it does not have to submit such a document to the contracting authority. Is such an understanding of the provision correct?**
- b) **We request a clarification whether the statement that the foreign supplier is a reliable VAT payer should be submitted in all circumstances, or only if the foreign supplier is registered as a VAT payer in the Czech Republic.**
- c) **We request a clarification on what exactly should be included in the bank account sworn statement.**
- d) **We request to clarify when and under what conditions, a foreign supplier can be considered a reliable VAT payer in the sense of the declaration, which is Annex 4 to the Tender Documentation.**
- e) **We request to clarify whether the Contracting Authority applies § 45 (3) of the Act, resp. § 81 of the Act, i.e. it will primarily require the submission of documents (extract from the register of VAT payers, proof of reliability of the VAT**

payer) issued in accordance with the law of the country in which the foreign supplier has its registered office, resp. is it registered as a VAT payer, and only if, in accordance with the relevant legal system, the required documents (or documents of the required content) are not issued will it accept the proof of the given request by a solemn declaration?

Answer 4:

- a) The Contracting Authority confirms the understanding of the supplier.
- b) The written affidavit that the supplier who is not a domestic VAT payer (in the Czech Republic) is a reliable VAT payer should be submitted in all circumstances. There has been a wrong translation in the Tender Documentation regarding this obligation.

The phrasing of the provision 14.2 of the TD shall amend as follows:

“14.2. Register of VAT Payers

In the tender, the participant who is a domestic VAT payer (in the Czech Republic) shall include an extract from the Register of VAT Payers - the participant (this applies to domestic VAT payers only) is required to provide the number of their bank account maintained by a payment service provider and submit proof that they have not been identified as an unreliable VAT payer pursuant to Section 106a of the Act No. 235/2004 Coll. on value added tax, as amended. The participant shall document the aforementioned information by an extract/printscreens from the database published by the tax administrator in a manner that allows remote access, the so-called “Register of VAT Payers”.

*The participant who is **not** a domestic VAT payer (in the Czech Republic) shall include in the tender a plain copy of a written affidavit on a bank account and a written affidavit in a plain copy stating that the participant is a reliable VAT payer analogically to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended. The participant shall use the sample solemn declaration provided in Annex 4 to this TD.”*

The Contracting Authority hereby publishes a new revised version of the Annex 4 of the TD as Annex 1 hereto.

A new provision 15.6.2 of the TD shall be added to the TD as follows:

“15.6. Bank Confirmation on the Bank Account

In accordance with Section 104(e) of the Act, before signing the contract, the selected Contractor is required to submit a plain copy of a confirmation of the bank that the bank account stated by the selected Contractor belongs to the selected Contractor.”

- c) The participant shall use the sample written affidavit provided in Annex 4 to the TD. See the answer ad (b) above.
- d) The participant is considered as a non-reliable payer in accordance with the Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended, which shall be used analogically. See the answer ad (b) above.

e) See the answer ad (b) above.

Regarding the reliability of the supplier who is not a domestic VAT payer (in the Czech Republic) the required document is **a written affidavit**, not a “document” in the sense of the Sec. 45 (3) of the Act, so the Sec.45 (3) or Sec. 81 of the Act are not relevant, respectively there is no need to apply them.

Question 5:

5. Article IV paragraph 2 of the Draft Framework Agreement – classified information

Quoted provisions of the Draft Framework Agreement states: *“The Parties are entitled to agree upon a different method of submission and approval of the DOVID design and the MasterHologram, in particular in connection with the secrecy level of classified information.”*

Does the Contracting Authority assume that in the performance of the Public Contract, the handling of classified information will be of a different (higher) level of classification than “reserved”?

Answer 5:

The Contracting Authority states that the draft Framework Agreement does not specify the secrecy level of classified information given the fact that classified information will be created during the realisation of the subject of the Framework Agreement pursuant to Art. II paragraph 1 letter a) of the Framework Agreement in cooperation with the selected contractor.

The Contractor shall have National Facility Security Clearance in secrecy level “RESTRICTED” (“VYHRAZENÉ”) or higher. Therefore the minimal level of classified information will be in secrecy level „RESTRICTED“.

The relevant provision is intended to ensure that a method of submission and approval of the DOVID design and the MasterHologram will be in compliance with relevant legislation.

The Contracting Authority hereby publishes a new revised version of the Annex 1 of the TD as Annex 2 hereto in order to make in compliance the wording stipulated in the Art. 9.3.2 of the TD and Art. II (2) the Draft Framework Contract.

Question 6

6. Article IV paragraph 5 of the Draft Framework Agreement – delivery of „Pilot Sheets“

Does the Contracting Authority assume that it will be for the supply of "Pilot Sheets" conclude the relevant sub-contract?

Answer 6:

Just like in the case of creation of the DOVID design and production of the MasterHologram (Explanation and Supplementation of Tender Documentation – IV.) the subject of performance

is described comprehensively in the draft Framework Agreement, including the scope of performance and deadline. According to the Contracting Authority, this part of subject of performance does not have a framework character and does not require a contractual arrangement of the conclusion of a partial contract.

Question 7:

7. Article IV paragraph 6 of the Draft Framework Agreement – delivery time

Quoted provision of the Draft Framework Agreement provides:

„The first and the following individual orders shall be carried out based on individual written purchase orders issued by the Client and the Sheets shall be delivered no later than before 60 days as of the purchase order delivery to the Contractor.“

Do we understand correctly that this period is in fact 59 days?

Answer 7:

The Contracting Authority states that this particular deadline begins on the day of delivery of the purchase order to the Contractor, therefore the day of the delivery of the purchase order is included in the deadline in question.

Question 8:

8. Article IV paragraph 8 of the Draft Framework Agreement – “delivery note”

This provision lays down the necessary elements of a "delivery note". As one of them states under letter h) *“the item name”*.

Please, specify what is meant by the item name.

Answer 8:

The Contracting Authority states that „item name“ means a designation of the product which is delivered, i.e. Sheets. From this designation must be clear that the Sheets are delivered in accordance with the individual purchase order.

Question 9:

9. Article VI paragraph 12 of the Draft Framework Agreement – reference

Quoted provision provides: *„Each Contractor pursuant to paragraph 9 of this Article undertakes that...“*.

Is the stated reference to the paragraph 9 correct? If not, please state correct one.

Answer 9:

The Contracting Authority hereby confirms that there has been a typo in Art. VI paragraph 12 of the draft Framework Agreement referring to “Art. VI paragraph 9” instead of “Art. VI paragraph 10” of the draft Framework Agreement, which is correct.

The Contracting Authority hereby publishes a new revised version of the Annex 1 of the TD as Annex 2 hereto.

Question 10:**10. Article VIII paragraph 3 of the Draft Framework Agreement – license time range**

Quoted provision provides: *“Exclusive Licenses in the sense of this Article will be granted in time and territorially unlimited...”*

The Contracting Authority therefore requires an unlimited DOVID license in the said provision.

However, according to the valid Czech law, the maximum duration of the license is limited by the duration of the author's property rights [cf. § 27 of Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Acts, as amended (hereinafter referred to as “CA”)]; then the work becomes a free work (cf. § 28 CA). The contracting authority's requirement set out in Section VIII (3) of the draft Framework Agreement for an indefinite duration of the license (i.e. also for the period after the expiry of the author's property rights) is therefore unenforceable in the Czech legal environment.

We therefore ask that Article VIII (3) of the draft Framework Agreement be amended so that the license is granted for the duration of the copyright.

Answer 10:

The Contracting Authority hereby states that it is conclusive that the scope of Licenses will be subject to mandatory regulation, i. e. in the case of a time limit of the license, an unlimited license means that the license will have the maximum possible time range, i. e. the duration of property copyrights.

At the moment when the work becomes a free work, the license expires with the termination of property rights due to the subsequent impossibility of performance.

Question 11:**11. Article IX paragraph 17 of the Draft Framework Agreement – liability for defects**

Quoted provision provides: *“The Contractor shall conduct all activities necessary or associated with claiming of defects and replacement of the Sheets or financial compensation on its own*

at its own expense within Client's working hours and in cooperation with Client in order not to endanger or not to limit the Client's activities by its activities."

We request a clarification of the content and meaning of this contractual agreement, inter alia in connection with the possible performance of part of the Public Contract through the subcontractor (s), and subsequent modification of the wording of this provision of the draft Framework Agreement. At the same time, we request to supplement the working hours ("Client's working hours") with a specific time data.

At the same time, do we understand correctly that any elimination of a defect (e.g. production of a replacement performance) can take place at any time according to the needs of the supplier (ie there is no need to limit the working hours of the contracting authority)?

Answer 11:

The Contracting Authority states that the purpose of this contractual arrangement is to stipulate that the Contractor may not require from the Client a fulfilment of any further condition or fees when settling the complaint. The replacement of the Sheets must be conducted with cooperation with Client and substitute Sheets must be delivered in Client's working hours.

The working hours of the Card Production Operation, where the Sheets delivered by the selected contractor will be processed, are currently from 6.00 to 22.00 (i. e. two-shift operation).

The Contractor will not be limited by the above stated working hours during the actual production of replacement sheets at the production site of the Contractor.

Question 12:

12. Article X paragraph of the Draft Framework Agreement – post-maturity interest

Article X of the Draft framework Agreement regulates contractual penalties. Paragraph of quoted Article then provides: *"The contractual penalty (post-maturity interest) is due in 30 calendar days as of the date of delivery of the contractual penalty (post-maturity interest) billing to the other Party."*

We request a clarification to which "post-maturity interest" the cited provision applies (the previous paragraphs deal with contractual penalties).

Answer 12:

The Contracting Authority states that there has been a typo in Art. X paragraph 8 of the draft Framework Agreement, and the Article X does not determine any post-maturity interest.

The correct wording of Art. X paragraph 8 is *„The contractual penalty is due in 30 calendar days as of the date of delivery of the contractual penalty billing to the other Party."*

The Contracting Authority hereby publishes a new revised version of the Annex 1 of the TD as Annex 2 hereto.

Question 13:**13. Article XII paragraph 1 of the Draft Framework Agreement – liability for damage**

Quoted provision provides: *„Liability conditions abide by the Civil Code. Neither Party limits its liability for death or personal injury caused by its negligence or the negligence of its employees. Neither Party shall be, liable to the other Party for any indirect, special, consequential or incidental damages of whatsoever kind or nature arising out of or in connection with this Framework Agreement, including but not limited to any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by the victim Party or any third party resulting from a defect, an incident, the failure of the Sheets in accordance with the terms of this Framework Agreement. This exemption of liability only applies if the other Party was advised of the possibility of such damages.“*

We request a clarification of the meaning of the last sentence of the quoted paragraph ("This exemption of liability only applies if the other Party was advised of the possibility of such damages.").

Answer 13:

The Contracting Authority states that the exemption in question is applicable only if the damage (defined in previous sentence of the paragraph) arose on the basis of a defect or an incident, in case that the affected party was informed by the other party that such a defect may occur. Otherwise, the affected party has the right to full compensation of caused damages.

Question 14:**14. Annex 1 to the Draft Framework Agreement – requirements „finer metallic“ hologram**

In point 1 ((*Subject of the order*)) of the Annex 1 of the draft Framework Agreement The Contracting Authority has set the following requirements for DOVID: *„1. Mainly transparent (HRI element) supplemented by a finer metallic element. 2. laser engravable in the photo area and other place of personalized data.“*

The Contracting Authority's request for a "finer metallic" hologram is very vague. It is not technically defined in any way. There is no minimum size for the metallic hologram (e.g. 10 x 10 mm) or other technical parameters of the "finer metallic" hologram. It is thus not clear to the supplier what the contracting authority means with the "finer metallic" hologram, resp. what specific technical parameters it should have. The supplier did not find any definition of a "finer metallic" hologram or a detailed technical specification in the tender documentation

We request a clarification, resp. state specific technical parameters required by the contracting authority of the required "finer metallic" hologram, so that the subject of performance of the Public Contract is defined in the details necessary for the preparation of (mutually comparable) tenders.

Answer 14:

From the Contracting Authority's point of view, it is important for the preparation of mutually comparable offers to define the requirement for a metallic element in the requested DOVID. Due to the lack of design, the size and shape of the metal element cannot be now defined and from the point of view of the Contracting Authority the size and shape of the metal element is not important for the preparation of the tender, specifically the tender price.

In particular, it can be stated that a metallic element will occupy a minimal percentage of area of overall designed design.

Question 15:**15. Annex 1 to the Draft Framework Agreement – packaging requirements**

According to point 4 of Annex 1 to the Draft Framework Agreement, it applies: *The sheets will be packed in cardboard boxes with a plastic infilling, 2x 100 pc of sheets, marked according to the specification of the Client*".

However, we did not find the specification of the designation of the cardboard boxes anywhere in the Tender Documentation. Therefore, please identify the part of the Tender Documentation where the requirements for marking cardboard boxes are included, or to supplement such requirements, if they are not included in the Tender Documentation.

Answer 15:

The Contracting Authority states that the TD does not contain a specification of required marking of the cardboard boxes. This specification would be provided after conclusion of the Framework Agreement.

Despite above stated the Contracting Authority meets tenderer demand and states specification of marking of the cardboard boxes. Every cardbox shall be labelled. The label on a cardbox shall carry this information: number of sheets, sheet size, batch serial number, batch date.

Question 16:**16. Annex 4 to the Draft Framework Agreement – Article 1.1**

Article 1.1 of Annex 4 to the Draft Framework Agreement provides:

"Nominal, Limit and Quality Sample are laminated samples to do quality tests. The Contractor will provide to Client sheets for preparing Nominal and Limit Samples. During the First Delivery both Contracting parties shall jointly approve sheet samples, Nominal and Limit samples for a Defect catalogue which will be used as the basis for evaluation of possible claim. These samples will be used as a standard to compare the quality of the delivered Sheets."

"Nominal Sample(s)" shall mean the nominal quality reference.

“Limit Sample(s)” shall mean the quality reference which is agreed upon by the Parties as still acceptable. (...)”

We request to clarify (state) the conditions, limits, parameters or indicators that will be decisive for the contracting authority when deciding on the (still permissible) form (characteristics) of the Limit Sample (s), ie state the permissible deviation Sample (s) from Nominal Sample (s).

Answer 16:

The Contracting Authority specifies used terms:

Term „Nominal Sample“ defines a standard for eOP production.

Term „Limit Sample“ will be established according to the list of defects in Annex No. 4, which are borderline for release of the Sheets to production. In the case of exceeding of the standard of „Limit Sample“ such material will be considered insufficient, and a claim will be made.

Question 17:

17. Annex 4 to the Draft Framework Agreement – Article 3.4

Article 1.1 of Annex 4 to the Draft Framework Agreement provides: *“Client will carry out at regular intervals in-process inspections during production. In case of any deviation of the actual values from the target values will be the Client production parameters examined and adapted. In case such deviation continues the material will be removed from the machine and the procedure according the Chapter 3.3 will be performed.”*

We request a clarification at what intervals the inspection is required. We also request the specification of "target values" (similarly to "target" in Article 3.3 of Annex 4).

Answer 17:

The Contracting Authority states that quality control processes are set according to internal procedures (guidelines) maintained by the Contracting Authority. In general, it can be stated that the Contracting Authority, among other things, carries out inspections in response to the quality of the contractor's performance.

Term „target value“ means limit values that are listed in the table in Annex 4 and defects that, by their nature, disrupt the visual appearance or functionality of the eID.

Question 18:

18. Annex 6 to the Draft Framework Agreement – Article 1

Article 1 of Annex 6 to the Draft Framework Agreement provides: *“During the performance of this Framework Agreement (part of subject of this Framework Agreement regarding Production of DOVID design and MasterHologram), the Contractor is required to comply with the currently*

valid security regulations relating to the handling and protection of classified information as approved by the national security authority of the state in which the activity in which classified information will be handled will be performed."

We request a clarification of which regulations (or the regulations of which country) in the field of protection of classified information are to be observed when fulfilling the subject of the Framework Agreement (in the part concerning the production of DOVID design and MasterHologram). Are these the relevant legal regulations of the Czech Republic for which DOVID design and MasterHologram are created, or the relevant legal regulations of the country of residence of the supplier who will create DOVID design and MasterHologram, or the relevant legal regulations of the place (production) where DOVID design and MasterHologram will be created?

Answer 18:

The Contracting Authority hereby states that the tenderer or his subcontractor must comply with the regulations relating to the protection of classified information of the country where the tenderer or his subcontractor operates (country of residence).

The Contracting Authority does not consider this explanation as alteration or supplementation of the tender documentation whose nature would demand extension of the time limit for the tender submission in accordance with Sec. 99 (2) of the Act.

Annexes:

1. Annex 4 TD – Affidavit on Bank Account_rev
2. Annex 1 TD – Draft Framework Agreement_rev2

Best regards,

Mgr. Zuzana Šenoldová
Head of Public Procurement Department
for the Contracting Authority
STÁTNÍ TISKÁRNA CENIN, státní podnik