

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, House No. 943, Postal Code 110 00
registered in the Commercial Register administered by the Municipal Court in Prague,
section ALX, file 296

Represented by
Tomáš Hebelka, MSc,
Chief Executive Officer

The Contracting Authority is a holder of the ISO 14298 (Management of security printing processes) and ISO 27001 certification.



INVITATION FOR TENDER SUBMISSION AND TENDER DOCUMENTATION

(hereinafter "TD")

for the purpose of processing tenders for supplies public contract to be awarded in below-threshold regime in a simplified below-threshold procedure pursuant to Section 53 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "Act" ¹)

**Production and Supply of Threads for
Passport Books**

Výroba a dodávky nití na pasové knížky

(hereinafter "Public Contract")

¹ Please find the English version of the Act under this link: <https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134-2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf> Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority:	STÁTNÍ TISKÁRNA CENIN, státní podnik
Registered office:	Prague 1, Růžová 6, House No. 943, Postal Code 110 00, Czech Republic
Business ID:	00001279
Statutory body:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Šenoldová
E-mail:	senoldova.zuzana@stc.cz
Data box identifier:	hqe39ah
Contracting Authority's profile / electronic instrument:	https://mfcr.ezak.cz/profile_display_53.html

(hereinafter the “**Contracting Authority**” or the “**Client**” or the “**STC**”)

2. COMMENCEMENT OF THE TENDER PROCEDURE

This tender procedure has been commenced in accordance with Section 53 (1) of the Act by publication of an invitation for tender submission on the contracting authority profile under Sec. 214 of the Act by which it shall call an unlimited number of Contractors to submit tenders.

3. SUBJECT OF THE PUBLIC PROCUREMENT

3.1 The subject of the Public Contract is the Contractor's obligation to produce and deliver to the Contracting Authority:

- a) high security sewing thread for passport books (hereinafter referred to as the “**High security sewing thread**”) pursuant to the technical specification according to the Art. II (3) of the Draft Contract;
- b) sewing thread for passport books (hereinafter referred to as the “**Sewing thread**”) pursuant to the technical specification according to the Art. II (4) of the Draft Contract;

(collectively referred to as the “**Goods**”)

in the amount as required by the Contracting Authority in partial contracts, and transfer to the Buyer the ownership title to the delivered Goods.

3.2 Used terminology is explained in the Draft Contract, which forms Annex 1 hereof (above and hereinafter referred to as the “**Draft Contract**”).

3.3 The **High security sewing thread** shall be produced and supplied in accordance with the technical specification which is divided into:

- 3.3.1** the non-classified part of which is set out in Annex 1 of Draft Contract, and
- 3.3.2** the separate part which contains classified information in confidentiality level "RESTRICTED" (“VYHRAZENÉ”) and which is an integral part of the

overall technical specification. This classified part of technical specification is established and registered with the Buyer under No. V18/2017/STC pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended (hereinafter the “**given classified information**”). This part of the technical specification containing classified information shall be handed over to the selected Contractor before the final contract conclusion.

3.4 A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of the Public Contract is in the Draft Contract and is binding for Contractors in a full extent.

3.5 In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.

3.6 Wider societal interests:

According to the Sec. 6 (4) of the Act the Contracting Authority is obligated to abide principles of socially and environmentally responsible procurement and innovation when determining tender conditions, conditions of evaluation and selection of a contractor, if it is possible given the meaning and nature of the Public Contract. The Contracting Authority took this obligation into the consideration within preparation of this TD.

3.7 Classification of the subject of the Public Contract

CPV code	Subject of the Public Contract
19442100-7	Synthetic sewing thread

4. ESTIMATED VALUE OF THE PUBLIC CONTRACT

Based on the estimated value of the Public Contract the Contracting Authority categorised the Public Contract into a below-threshold regime.

5. REQUIREMENTS FOR VARIANT SOLUTIONS

The Contracting Authority does not permit variants pursuant to Section 102(1) of the Act.

6. REQUIREMENTS FOR THE SINGLE FORM OF PRESENTING THE TENDER PRICE

6.1 The Contractor shall determine in its tender the tender prices **in EUR** in the **Art. V (1) and (2) of the Draft Contract** in a structure as required in the Draft Contract (hereinafter referred to as the “**tender price**”).

6.2 The tender prices stated in the **Art. V (1) and (2) of the Draft Contract** shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.

- 6.3** The Contracting Authority requests that the Contractors to stipulate their tender prices with a precision of two decimal places.
- 6.4** The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 6.5** The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number. The Contracting Authority does not permit a zero price.
- 6.6** The Contractor is responsible for the correctness of a prospective VAT rate and size determination during the performance of the Public Contract, as well as any other fees and taxes, in accordance with regulations in force.

7. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic**

8. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

- 8.1** Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in November/December 2021.**
- 8.2** Period of performance of the Public Contract:
- **binding time limits are determined in the Art. IV of the Draft Contract**
 - **term of the Draft Contract is determined in the Art. XIII of the Draft Contract**

9. QUALIFICATION REQUIREMENTS

9.1 Compliance with the qualification requirements

- a) The Contractor is required to prove its qualifications at the latest by the tender submission deadline.
- b) The qualification requirements are deemed to be met by a Contractor that demonstrates compliance with:
 - the basic capacity within the meaning of Section 74 and Section 75 of the Act,
 - the professional capacity according to Section 77 of the Act,
 - the technical qualification requirement according to Section 79 of the Act.

In accordance with the provision of Section 53(4) of the Act Contractors shall submit their qualification documents within their tenders in copies and may substitute them by an affirmation or a European Single Procurement Document pursuant to Sec. 87 of the Act.

Pursuant to the provision of Section 122(3) of the Act, the selected Contractor (i.e. the winner of the tender procedure) shall submit the

originals or notarised copies of the documents prior to signing the contract, unless they have been submitted in the tender procedure.

Documents demonstrating basic qualifications under Sec. 74 of the Act and professional qualifications under Sec. 77 (1) of the Act shall demonstrate the fulfilment of the required qualification criterion NOT LATER THAN 3 MONTHS BEFORE THE DATE OF THE SUBMISSION OF THE TENDER.

9.2 Basic Capacity

9.2.1 A Contractor shall not be considered qualified if:

- a) **In the country of their registered seat**, they have been convicted of the criminal offence specified in Annex 3 to the Act or an equivalent criminal offence under the legal system of the country of their registered seat during the last 5 years before the date on which the tender is commenced; any quashed convictions shall be disregarded; for legal entities, this requirement shall be met by both the legal entity and each and every member of the statutory body. If a member of the statutory body of the Contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor, must comply with this requirement.

Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity must also comply with this requirement.

If the tender is being submitted by a branch of a Czech legal entity, then the given legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor and the manager of the branch must also comply with this requirement.

- b) The Contractor owes any due unpaid tax arrears **either in the Czech Republic or in the country of the Contractor's registered seat**,
- c) The Contractor owes any unpaid arrears for public health insurance premiums or penalties **either in the Czech Republic or in the country of the Contractor's registered seat**,
- d) The Contractor owes any unpaid arrears for premiums or penalties for social security and contributions to state employment policy **either in the Czech Republic or in the country of the Contractor's registered seat**,
- e) The Contractor is in liquidation, and decision has been issued declaring the Contractor to be insolvent, forced administration has been imposed on the Contractor pursuant to different legislation or in a similar situation **under the laws of the country of the**

Contractor's registered seat.

9.2.2 Proof of fulfilment of the basic capacity by a Contractor with its registered seat in the Czech Republic

The Contractor shall demonstrate compliance with the basic capacity **in relation to the Czech Republic** as the country of their registered office by submitting:

- a) an extract from the Criminal Register regarding the 9.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 9.2.1 (b) of this TD,
- d) a written sworn statement regarding the 9.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 9.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the Contractor is not recorded in the registry, regarding the 9.2.1 (e) of this TD.

9.2.3 Proof of fulfilment of the basic capacity by a Contractor with its registered 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 8.2.1 (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**.

9.3 Professional Qualification

9.3.1 The professional qualification compliance in accordance with the provisions of **Section 77(1) of the Act shall** be proven by the Contractor submitting **a plain copy of an excerpt from the Commercial Register or similar records**, if registration in such records is required by a different legal regulation.

9.4 Technical Qualification

9.4.1 Significant Supplies

In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 2 significant supplies** 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 supply and the client's identification data, whereas the minimal level to fulfil this criterion are the following requirements:

- **At least 1 significant supply** whereas as this significant supply the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this Public Contract, that means, **a production and supply of high security sewing threads, in the minimum total amount of at least 800 000 m to the one client during the last three years before the commencement of the tender procedure.**
- **At least 1 significant supply** whereas as this significant supply the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this Public Contract, that means, **a production and supply of sewing threads, in the minimum total amount of at least 240 000 m to the one client during the last three years before the commencement of the tender procedure.**
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered both significant supplies to one client or different clients.
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered one significant supply based one or more contracts/orders in the case it was delivered to the same client and in line with the scope stipulated above.

The list of significant supplies submitted by the Contractor shall contain data relevant for proving the required qualification fulfilment, but at least the following details:

- name of the contractor who provided the performance (could be the Contractor or a subcontractor),
- name of the client the contract was performed for,
- period of performance (in details of months),
- scope of performance (subject),
- client's contact person with whom the information may be verified (name, business telephone number and email, in compliance with the applicable personal data protection laws in the country of the Contractor).

The Contractor is entitled to use a pattern attached in Annex 3b hereof for proving fulfilment of the technical qualification.

9.4.2 Security process with respect to management of security printing processes

Minimal level for the qualification fulfilment proving:

The Contractor shall prove, that it fulfils the technical requirements for performance of the subject matter of the Public Contract with respect to management of security printing processes.

In accordance with the provision under Section 79(2)(e) of the Act, the Contractor shall prove, that it has implemented security processes to ensure **the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract² in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively requirements 1-12 stated in the Annex no. 3 of the Draft Contract, whereas all the requirements stated there are based on the requirements of ISO 14298 and CWA 15374 and must be interpreted in accordance with ISO 14298 and CWA 15374.**

Manner of fulfilling:

- by submitting a valid certificate of conformity of management of security printing with requirements of “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, issued by an person accredited by INTERGRAF a.i.s.b.l., or by submitting a confirmation of the given certifying authority on a successful certification and preparation of new certificate issuance,

or

² To avoid any doubts, the Contracting Authority requires those security processes to be fulfilled and implemented in all places, where performance of the Public Contract subject matter takes place.

- by submitting a written affidavit of the Contractor attached as Annex 3c hereof, whereas the Contractor shall be obliged to state that it fulfils all requirements.

9.4.3 Technical requirements with respect to production quality management

Minimal level for the qualification fulfilment proving:

In accordance with the provision under Section 79(2)(e) of the Act, the Contractor shall prove, that it fulfils the technical requirements for performance of the subject matter of the Public Contract with respect to production quality management and it shall submit a description of measures taken by the Contractor for ensuring management quality.

Manner of fulfilling:

- by submitting a valid certificate of “ISO 9001 - Quality management system”, issued by an accredited person, or by submitting a confirmation of the certifying authority on a successful certification and preparation of new certificate issuance,
- or by submitting an equivalent document issued in a European Union member state,
- or by submitting other documents on equivalent measures to ensure quality.

9.5 Demonstrating qualification requirements obtained abroad

Where the required qualification both of a Contractor with a registered seat in the Czech Republic and of a foreign Contractor has been obtained abroad, the compliance with Section 81 of the Act shall be demonstrated by submitting the documents issued under the legal system of the country where it was obtained, in the scope 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**. This applies if the required document does not have its equivalent in the jurisdiction where the qualification was obtained (i.e. the required document does not exist in the foreign legislative system) and also if the foreign legislation does not require compliance which the Contracting Authority requires to be proved by the respective document submission. In the latter case the Contractor provides an affidavit stating non-existence of the obligation, compliance with which the Contracting Authority requires to be proved.

9.6 Submitting proof of compliance with the qualification requirement through another entity

If the Contractor is unable to prove compliance with a certain part of the qualification requirements with the exception of the basic capacity and professional capacity according to the Section 77 (1) of the Act in the full scope it may provide the missing proof by means of another entity.

In such a case, the Contractor shall submit the following documents to the

Contracting Authority:

- a) documentary proof of compliance with the professional qualification requirement pursuant to Section 77(1) of the Act through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,
- c) documentary proof of compliance by (that) other entity with the full basic qualification requirement pursuant to Section 74(1) of the Act,
- d) written undertaking by the other entity to provide the services and supplies required for the performance of the Public Contract or to provide any items or rights at the disposal of the Contractor when the latter performs the Contract, at least within the scope the other entity has proved compliance with the qualification requirements on behalf of the Contractor.

It is presumed that the requirement set out in paragraph (d) of this subsection is met if the written commitment of another person contains joint and several liability of such person and the Contractor for the performance of the Public Contract. Where, however, the Contractor proves qualification through the other person and submits documents pursuant to Section 79(2)(a)(b) or (d) of the Act (*if required*) relating to such person, the document under paragraph (d) of this subsection shall contain a commitment that the other person shall carry out the works or services to which the qualification criterion in question relates.

9.7 Proving compliance with the qualification requirements for joint tenders

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, and the Contractors submit or wish to submit a joint tender to that end, each of them shall prove compliance with the basic qualification requirement in accordance with Section 74(1) of the Act and with the professional qualification requirement in accordance with Section 77(1) of the Act, separately and in full.

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, they shall submit to the Contracting Authority, along with the means of proof showing their compliance with the qualification requirements, an agreement containing the undertaking of all of the Contractors to be jointly and severally liable to the Contracting Authority and to third parties in respect of any legal relationships in connection with the Contract during the entire term of performance thereof, as well as throughout the existence of any other obligations ensuing from the Public Contract.

9.8 Changes in qualifications

If, following the submission of the documents or proof of compliance with the qualification requirements, such a change occurs in the Contractor's qualification during the procurement procedure that would otherwise disqualify the Contractor from the procedure, the Contractor shall notify the Contracting authority thereof in writing within 5 business days, and submit new documents or proof of compliance with the qualification requirements within 10 business days of the change notification served to the Contracting authority.

Pursuant to Section 88(2) of the Act, failure to meet this requirement constitutes a reason for immediate exclusion of the Contractor from the tender procedure.

9.9 Special methods of submitting proof of qualifications

9.9.1 Using an extract from a list of qualified Contractors

If the Contractor provides the Contracting Authority with an extract from a list of qualified Contractors within the time limit set for submitting the proof of compliance with the basic capacity, the extract shall replace the proof of compliance with the basic capacity pursuant to Section 74 of the Act, and professional capacity pursuant to Section 77 of the Act to the extent that the document proving the professional capacity covers the Contracting Authority's requirements for proving the professional capacity to perform the Contract.

The extract from a list of qualified Contractors must not be older than 3 months on the last day, as of which compliance with the qualification requirements is to be proved.

9.9.2 Proof of compliance with the qualification requirements using a certificate

If the Contractor submits to the Contracting Authority a certificate issued under a system of certified Contractors, which contains the particulars specified under Section 239 of the Act, the certificate shall replace the proof of compliance with the qualification requirements with regard to the information contained therein. The Contractor shall be qualified to the extent shown in the certificate.

9.10 Requirement to specify subcontractors

In accordance with the provision of Section 105(1) of the Act, the Contracting Authority demands that the Contractors specify in their tenders any parts of the Public Contract they intend to assign to one or more subcontractors.

In their tender, the Contractor shall present a list of subcontractors along with information on the parts of this Public Contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the subject matter of the Public Contract (Annex 4 to this TD).

If the Contractor does not want to subcontract any part of the public procurement project, they are liable to submit an affidavit stating this as part of their tender (Annex 4 to this TD).

9.11 Each Contractor may submit one tender under the tender procedure only.

A Contractor that submits its tender in the tender procedure shall not, at the same time, be an entity through which another Contractor proves its qualification under the same tender procedure.

The Contracting Authority shall exclude a Contractor who has submitted several tenders either separately or jointly with other Contractors or has submitted a tender and at the same is used as an entity through which another Contractor proves their qualification under the same tender procedure.

10. EVALUATION CRITERIA, METHOD OF EVALUATION

10.1 In accordance with Section 114 (1) of the Act, the basic evaluation criterion for the award of the Public Contract is the economic advantageousness of the tender.

10.2 The total economic advantageousness of the tender will be evaluated by awarding points according to the criteria as stated below, whereas the only criterion is the lowest Total Tender price:

	Name of the Evaluation partial criteria (Sub-criteria)	Weight in %
A	Total Tender price in EUR excl. VAT in accordance with the Annex 5 hereof	100 %

10.3 Sub-criterion A: Total Tender price in EUR excl. VAT in accordance with the Annex 5 hereof

Under this sub-criterion, the Contractor will submit the Total Tender price, prepared according to the model example for purpose of evaluation, attached as Annex 5 hereto (hereinafter the “**Total Tender Price**”). The Contractor is obliged to submit such a model example as a part of its tender.

The Contracting Authority notifies the Contractor that the quantity specified in Annex 5 hereof is only an estimate and shall only be used for purposes of evaluating the tenders, i.e. the Contracting Authority does not guarantee that they will actually purchase the stated quantity from the selected Contractor.

The prices specified by the Contractor according to the model example shall correspond to the prices specified in the Art. V of the Draft Contract.

The Total Tender Price shall not exceed the amount of the estimated value of this Public Contract, defined in Art. 4 hereof.

10.4 Method of evaluation

The tenders shall be ordered depending on their Total Tender Price in EUR excl. VAT. The most successful tender shall be the one with the lowest Total Tender Price.

The Contractor is not entitled to set further conditions regarding the proposed values (data) that are subject to evaluation. If additional conditions are set or several different alternatives are used for the values that are subject to evaluation, this may be a reason for exclusion the relevant tender and the Contractor from the award procedure. A similar procedure will be applied by the Contracting Authority if any value that is subject to evaluation is specified in a different quantity or form than as required by the Contracting Authority.

11. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

11.1 The payment and business terms and conditions are specified in the binding Draft

Contract.

- 11.2** The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete [•].
- 11.3** The Contractor shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes, signed by the person authorised to act on behalf of the Contractor.
- 11.4** In case of a joint tender, all Contractors shall be stated in the Draft Contract.

12. PUBLICATION OF THE TD

Pursuant to Section 96(1) of the Act, the Contracting Authority shall publish the full TD, as well as any potential clarification thereof, amendments and additional information, at its Contracting Authority profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.

13. REQUEST FOR CLARIFICATION OF THE TENDER DOCUMENTATION, COMMUNICATION IN THE COURSE OF THE TENDER PROCEEDING

- 13.1** Pursuant to Section 98(3) of the Act, the Contractor is entitled to request from the Contracting Authority clarification hereof via the data box of the Contracting Authority, electronically by e-mail to: senoldova.zuzana@stc.cz or via electronic instrument.
- 13.2** The Contracting Authority shall publish the written clarification hereof including the accurate wording of the inquiry without the inquiring Contractor's identification but with potential related documents within 3 business days from receipt of the Contractor's inquiry, at the Contracting Authority's profile / electronic instrument.
- 13.3** The Contracting Authority may also provide written clarification of this TD to the Contractors without a prior request.
- 13.4** To comply with the principle of equal treatment of all Contractors, the potential clarifications, amendments, or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority's profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.**
- 13.5** The Contracting Authority hereby emphasises that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public procurement processes and conformity certification, in communication by means of an **electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument.**
- 13.6** The Contracting Authority further emphasises that in compliance with Section 211(6) of the Act, in communication by means of a **data box** a document shall be

deemed **delivered at the moment of its delivery to the data box of the addressee.**

14. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

14.1 The present TD is binding upon the Contractor.

14.2 Legal form

In accordance with Section 48(9) of the Act, the Contracting Authority is required to exclude the Contractor from the tender procedure if the Contracting Authority finds out that the exclusion conditions as defined under Section 48(7) of the Act apply to the Contractor, i.e. **the selected Contractor is a joint stock company or has a legal form similar to that of a joint stock company and has not issued book-entered shares only.** If the selected Contractor has its registered office **abroad** and is a joint-stock company or has a legal form similar to a joint-stock company, the Contracting Authority shall require it to submit **an affirmation in writing showing which persons are holders of shares whose aggregate nominal value exceeds 10 % of the registered capital of the Contractor and indicating the source on which the information on the amount of the share of shareholders is based.**

14.3 Conflict of Interests

A corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests, as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, cannot participate in this tender procedure as a Contractor or a Subcontractor by whom a Contractor proves its qualification.

15. CONDITIONS FOR CONTRACT CONCLUSION (*applies only for the winner of the tender procedure*)

15.1 Actual Owners

Where the selected Contractor is a legal person, the Contracting Authority shall ascertain the **information on actual owners** in according to the Section 122 of the Act.

15.2 Originals or certified copies of the documents submitted as proof of compliance with the qualification requirements

In accordance with the provision of Section 122(3)(a) of the Act, the selected Contractor shall, prior to entering into the Contract, submit the originals or certified copies of the documents they submitted as proof of compliance with the qualification requirements unless the same have already been submitted as part of their tender.

In compliance with regulation stated in the Sec. 211 of the Act, the selected supplier shall submit qualification documents which have been either issued as electronic originals, or they have to be converted from paper originals to

electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed.

Regarding obtaining individual documents to prove fulfilment of basic capacity, find further information in Annex 6 hereof.

15.3 Security Audit

15.3.1 If the selected Contractor or any third entities through them the given qualification criterion has been proved according to the Sec. 9.6 hereof submitted within its tender the written affidavit attached as Annex 3c hereof in accordance with the Art. 9.4.2 hereof, the selected Contractor is obliged to enable and ensure the Contracting Authority the possibility to run a security audit before signing the Contract in accordance with Section 104(a) and (e) of the Act (hereinafter the “**Security Audit**”) in order to check implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract.

15.3.2 The Security Audit, its extent, course, duration, demands regarding staff allocation is further stipulated in **Annex 3 of the Draft Contract.**

15.3.3 **If the selected Contractor fails to enable the Contracting Authority to run the corresponding Security Audit(s), and thus fails to prove the sufficient implementation of security processes, or it turns out that the selected Contractor (or the third entity) has not stated true information in the given written affidavit, the selected Contractor does not meet the requirements of the Contracting Authority and the selected Contractor shall be excluded from the tender procedure.**

15.4 Authorisation for Handling of Confidential Information

15.4.1 In accordance with the provision of the Sec. 104 (c) of the Act, the selected Contractor shall, prior to entering into the Contract, submit a document attesting to the Contractor’s capability to secure protection of classified information, since it is necessary for the performance of the Public Contract.

15.4.2 The selected Contractor shall assure that the selected Contractor itself and all entities, which shall be participating within the performance of the subject matter of the Public Contract (i.e. subcontractors), shall submit a simple copy of a valid entrepreneur's declaration for access to classified information of minimal classification level “**RESTRICTED**” (“**VYHRAZENÉ**”) pursuant to Section 15a of **Act No. 412/2005 Coll., on the Protection of Classified Information and Security Competence**, as amended (hereinafter the “Act on Protection of Classified Information”) with the form of access pursuant to the Section 20 (1) (a) a) of the Act on Protection of Classified Information or a simple copy of a valid entrepreneur's certificate pursuant to Section 54 of the Act on Protection of Classified Information with the form of access pursuant to the Section 20 (a) of the Act on Protection of Classified Information, or **a similar security**

authorization (security clearance) issued to the Contractor/the given entity by a foreign authority under the foreign legislation under which the Contractor was established.

- If the security clearance was issued by a foreign authority under the foreign legislation, the Contractor / a subcontractor shall simultaneously submit **a recognition of such security clearance issued by the Czech National Security Office** pursuant to Sec. 62 of the Act on Protection of Classified Information.
- If the above-required security clearance for the classification level of the "RESTRICTED" ("VYHRAZENÉ") **is not issued by a foreign authority under the relevant foreign legislation**, the given requirement may be replaced by submission of **a written affidavit of the Contractor / a subcontractor** according to the Sec. 45 (3) of the Act, stating that:
 - the security clearance for the classification level of the "RESTRICTED" ("VYHRAZENÉ") is not issued by a foreign authority under the foreign legislation, and
 - the Contractor / a subcontractor fulfils the relevant foreign legal regulation regarding the classification level of the "RESTRICTED" ("VYHRAZENÉ").
- If the relevant **foreign legal regulation does not recognise the classification level of the "RESTRICTED" ("VYHRAZENÉ")**, the Contractor / a subcontractor shall not be obliged to submit any alternative to the requirement stated above and shall be obliged to submit an written affidavit of the Contractor / a subcontractor according to the Sec. 45 (3) of the Act, stating that the relevant **foreign legal regulation does not recognise the classification level of the "RESTRICTED" ("VYHRAZENÉ")**.

15.5 Testing of samples

15.5.1 In accordance with the Sec. 104 (b) of the Act, before signing the contract, the Contracting Authority **reserves the right to run a test**. Due to principle of economy the test shall not be required if the selected Contractor was a contractor whose performance has been tested by the Contracting Authority within the last year as of the commencement of the tender procedure.

15.5.2 Further details regarding the scope of requirements and the minimum degree of fulfilment of such a test and course of the test fulfilment assessment are stated in Annex 7 hereof.

15.5.3 Once the selected Contractor proves its capability to assure protection of classified information in accordance with the Art. 15.4 hereof and signs the Contract for Protection of Confidential Information stated in the Annex 8 hereof (*whereas the conclusion of*

such contract is obligatory only in case of a foreign Contractor, who cannot establish security to assure protection of classified information on the confidentiality level “CONFIDENTIAL” (“DŮVĚRNÉ”) or higher, the Contracting Authority shall hand over to the selected Contractor the given classified information. The relevant contact person is named Jiří Hříbal, e-mail: hribal.jiri@stc.cz

- 15.5.4** The selected Contractor shall submit to the Contracting Authority the required samples in **4 weeks as of the takeover of the given classified information from the Contracting Authority** upon the request in compliance with Section 122 (3) of the Act. The sample shall be delivered by the selected Contractor to the following address: **Production plant I, Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic**, to the contact person named Milan Zámstný, e-mail: zamostny.milan@stc.cz. The selected Contractor is entitled to request the Contracting Authority to provide a specimen / exemplary sample if needed.
- 15.5.5** The Contracting Authority shall test the submitted sample by the procedure pursuant to Annex 7 to this TD. The purpose of the test will be verification of compliance of the sample with the technical specification and other tender conditions. The sample shall not be returned to the Contractor.
- 15.5.6** The Contracting Authority notifies, that this test of samples shall take place **maximally 2 weeks**.
- 15.5.7** If the submitted sample does not meet the requirements of the Contracting Authority, then the selected Contractor shall be excluded from the tender in compliance with Sec. 122 (7) of the Act.

15.6 Reliability of domestic VAT payers

- 15.6.1** The Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable taxpayer pursuant to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended. In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor, who is a domestic VAT payer, is required to submit a plain copy of **an extract/print screen from the database published by the tax administrator in a manner that allows remote access, the so-called “Register of VAT Payers/Registr plátců DPH”**.
- 15.6.2** Given the current legislation and the fact that the Contracting Authority is not liable for VAT on behalf of a Contractor, who is not a domestic VAT payer (in the Czech Republic), requirement stated in the Art. 15.6.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

15.7 Bank Confirmation on the Bank Account

In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor, who is not a domestic VAT payer (in the Czech Republic), is required to submit a plain copy of a confirmation of the bank that the bank account stated by the selected Contractor in the tender belongs to the selected Contractor.

15.8 Insurance Contract

In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor is required to submit a plain copy of insurance Contract **accordance to the Art. IX (1) of the Draft Contract**. An equivalent document for proof of this requirement is also a simple copy of the insurance certificates or a simple copy of the confirmation of insurance Contracts issued by the insurer.

16. TENDER SUBMISSION CONDITIONS

16.1 The Contracting Authority does not require the Contractor to ensure that all the documents or declarations have been signed by the statutory body of the Contractor or person authorised to act on behalf of or for the Contractor. The Contractor by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorised to undertake such acts and by submission of the tender the Contractor at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.

16.2 The tender shall be submitted in the Czech or English language, or its combination. Should any part of the tender be in a language other than the Czech or English, it must be translated (plain translation) into the Czech or English language. Documents in Slovak and proof of completed education in Latin shall be submitted by the Contractor without a translation into the Czech or English language.

16.3 Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.

17. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

17.1 The deadline for the tender submission shall end on 01.11. 2021 v 11:00 AM.

17.2 The Contractor shall prepare the tender **in electronic form in a manner described below**.

17.3 Submitting tenders in electronic form:

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfcr.ezak.cz/profile_display_53.html.
- All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.

- To submit the tender, the applicant **must** register in the electronic instrument (respectively its connected supplier databases “CDD” or “FEN”).
- Further details for registration in FEN and verifying identity is available at: <https://sites.google.com/fen.cz/napovedafen/> English version: <https://sites.google.com/fen.cz/napovedafen-en>

Before you start the registration process, please make sure you have:

- a document proving the subjectivity of the organization (e.g. an extract from the business register, certificate of incorporation or another similar document),
- a power of attorney to act on behalf of the organization (if you are a statutory representative, you do not need a power of attorney); you can find a template of the document here, but it is also possible to use your own,
- an electronic signature based on a qualified certificate (for the electronic method of Contractor verification).

If the supplier does not dispose of corresponding quality of electronic signature as required during the process of verification the identity, there is **another off-line option** which includes downloading of the document which must signed in paper version and sent along required documents stated above via post. Please follow the given manuals, where everything is described.

- **The process of registration including identity verification may take up to several days.**
- The PC system requirements necessary for proper tender submission are available at: <http://www.ezak.cz/faq/pozadavky-na-system>.
- You may test your browser and system using the following link: https://mfcr.ezak.cz/test_index.html.
- Detailed instructions on how to use the electronic instrument are available in the “user’s manual” available at: <https://mfcr.ezak.cz/manual.html>.

17.4 The Contracting Authority recommends using the following order:

- **Content of the tender**
- **Tender cover sheet (Annex 2 to this TD)**
- **Binding Draft Contract including Annexes (Annex 1 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **basic capacity,**
 - **professional capacity,**
 - **technical qualification.**
- **List of sub-contractors (Annex No. 4 to this TD)**
- **Completed evaluation model (Annex No. 5 to this TD)**

17.5 Where the Contracting Authority demands, under this TD, the submission of documents that must also be submitted as part of the Draft Contract, it is sufficient

for the Contractor to submit a single copy of such documents as part of their tender.

- 17.6** The Contractor is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the TD is for reference only and is intended to help the Contractor to compile the tender – if the list fails to indicate a document, whose inclusion in the tender would otherwise result from the tender documentation or from the law, the Contractor will not be relieved from the responsibility for the incompleteness of the submitted tender by simply pointing out the incomplete list of documents.

18. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event. The Contracting Authority shall provide an anonymized list of delivered tenders upon the written request **of the participant of this tender procedure (i.e. of the entity who submitted a tender in this procedure).**

19. OTHER PROVISIONS

- 19.1** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 19.2** After conclusion of the Contract with the selected Contractor, the Contracting Authority shall, pursuant to the relevant provisions of Section 219 of the Act, publish the wording of the Contract with the selected Contractor, including any amendments and schedules thereto, on the Contracting Authority's profile and in the Register of Contracts.
- 19.3** By submission of the tender, the Contractor acknowledges that the Contracting Authority, as the obligated entity under Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain Contracts, publishing of such Contracts and on the register of Contracts (Act on Register of Contracts), is obligated after conclusion of the Contract with a selected Contractor to publish this Contract in the Register of Contracts. Publication of the Contract in the Register of Contracts is an obligatory condition for the Contract effectiveness. The Contracting Authority warns that some rights and obligations under the Contract, respectively, related periods, may be tied to such publication.
- 19.4** The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the Contractors in their tenders before making the final decision on the selection of the best tender.
- 19.5** The tenders or individual parts of the tenders submitted by the Contractors or excluded Contractors shall not be returned.
- 19.6** According to the Section 6 (3) of the Act the Contracting Authority restricts participation in the tender procedure of such Contractors that have not a registered

office in:

- a) a Member State of the European Union, European Economic Area or the Swiss Confederation (hereinafter the “Member State”) or
- b) another state with which the Czech Republic or European Union has concluded an international agreement on the basis of which access of economic operators from such states to the Public Contract being awarded is guaranteed.

20. ANNEXES

Annex 1 – Draft Contract

Annex 2 – Tender Cover Sheet

Annex 3a – Affidavit on compliance with the Basic Capacity

Annex 3b – List of Significant Supplies

Annex 3c – Affidavit on Security Requirements

Annex 4 – List of Subcontractors

Annex 5 – Evaluation Model

Annex 6 – Manual for obtaining documents regarding Basic Capacity

Annex 7 – Details on Samples Testing

Annex 8 - Contract for the Protection of Classified Information

Prague, dated *as per the electronic signature*

.....
Tomáš Hebelka, MSc
Chief executive officer
on behalf of the Contracting Authority
STÁTNÍ TISKÁRNA CENIN, státní podnik

CONTRACT FOR THE PRODUCTION AND SUPPLY OF THREADS FOR PASSPORT BOOKS

registered by the Buyer under No. 054/OS/2021
registered by the Seller under No. []

(hereinafter referred to as "Contract")

made pursuant to the provision of Section 53 of the Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, house No. 943, 110 00, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296

Business ID: 00001279
Tax Identification No.: CZ00001279
Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT: BACX CZPP

(hereinafter referred to as the "Buyer")
and

[the Seller to add its business name and further identification details]

with its registered office at []
entered in the Commercial Register administered by []
Business ID: []
Tax Identification No.: []
Represented by: []
Bank details: []
Account number: []
IBAN: []
SWIFT: []

(hereinafter the "Seller")

(the "Buyer" and the "Seller" hereinafter collectively referred to as the "Parties" or "Contracting Parties")

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Buyer: **Tomáš Hebelka, MSc**, Chief Executive Officer
On behalf of the Seller: [], []

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Buyer: **Ing. Ondřej Hyršl**, Production Director
On behalf of the Seller: [], []

I. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of a simplified below-threshold procedure within the meaning of Section 53 of the PPA, which is entitled “*Production and Supply of Threads for Passport Books*” (hereinafter referred to as the “**tender procedure**”) with the Seller who meets all the tender conditions and whose tender was selected as the most economically advantageous. The basis for this Contract is also the Seller's tender for the tender procedure submitted on **[the Seller to add its tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the “**Tender**”).
2. When interpreting the content of this Contract, the Parties are obliged to take into account the tender conditions and the purpose related to the tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the invitation for tender submission and tender documentation to the tender procedure (hereinafter referred to as the “**Tender Documentation**”).
3. This Contract regulates the method for conclusion of individual partial contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contracts concluded hereunder.

II. SUBJECT MATTER OF THE CONTRACT

1. The subject matter of this Contract is the obligation of the Seller to produce and deliver to the Buyer
 - a) high security sewing thread for passport books (hereinafter referred to as the “**High security sewing thread**”) pursuant to the technical specification according to paragraph 3 of this Article;
 - b) sewing thread for passport books (hereinafter referred to as the “**Sewing thread**”) pursuant to the technical specification according to paragraph 4 of this Article;(collectively referred to as the “Goods”) in the amount as required by the Buyer in partial contracts, and transfer to the Buyer the ownership title to the delivered Goods.
2. The Buyer undertakes to accept the Goods, duly delivered as regards the required quantity, type and quality of the Goods, on the required date and pay for the Goods the price specified under Article V hereof.
3. The High security sewing thread shall be produced and supplied in accordance with the technical specification which is divided into:
 - a. the non-classified part of which is set out in Annex 1, which forms an integral part of this Contract, and
 - b. the separate part which contains classified information in confidentiality level “RESTRICTED” (“VYHRAZENÉ”) and which is an integral part of the overall technical specification. This classified part of technical specification is established and registered with the Buyer under No. V18/2017/STC pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended. This part of the technical specification containing classified information was handed over to the Seller's representative before signing this Contract.
4. The Sewing thread shall be produced and supplied in accordance with the Technical specification, which is set out in Annex 1, which forms an integral part of this Contract.
5. The Seller declares by concluding this Contract that it has and for a duration of the Contract shall have established security to assure protection of classified information on the confidentiality level “RESTRICTED” (“VYHRAZENÉ”) or higher. The Seller undertakes to maintain in force for the entire period of validity and effectiveness of this Contract the authorization to handle classified information

on the minimal confidentiality level “RESTRICTED” (“VYHRAZENÉ”), which will be proven in the form pursuant to Art. 15.4 of the Tender Documentation. The Seller is obliged to notify the Buyer any changes of the established authorization without delay. The breach of any obligation stated in this provision constitutes a substantial breach of this Contract under Article XIII paragraph 3 point b) hereof.

6. The Seller is obliged to comply with the relevant legal norms concerning the handling of classified information during the performance of this Contract. The Seller is also obliged to comply with the Security instructions set out in Annex No. 2 to this Contract (hereinafter referred to as the "Security instructions"). The breach of any obligation stated in this provision constitutes a substantial breach of Contract under Article XIII paragraph 3 point b) of this Contract.
7. The Seller undertakes to ensure that the obligations referred to the preceding paragraphs 5 and 6 of this Article shall also apply to any entity, which shall be participating within the performance of the subject matter of this Contract (i.e. subcontractors), that means in particular to secure protection of classified information and to maintain in force for the entire period of validity and effectiveness of this Contract the authorization to handle classified information on the minimal confidentiality level “RESTRICTED” (“VYHRAZENÉ”), which will be proven in the form pursuant to 15.4 of the Tender Documentation. The Seller is obliged to notify the Buyer about any changes of the established authorization of the subcontractor without any delay. The Seller is obliged to secure cooperation on the subcontractor side. The breach of any obligation stated in this provision constitutes a substantial breach of Contract pursuant to Article XIII paragraph 3 hereof.
8. All supplies of the Goods shall take place according to the Buyer’s needs in line with the written orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter as an “**order**”), and confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter as a “**partial contract**”). A partial contract shall be deemed to have been entered into once the Buyer receives confirmation of an order from the Seller, confirming the order without reservations.
9. The Buyer may invite the Seller to provide performance in accordance with this Contract up to the financial limit of the below-threshold public contracts relevant for this public contract and the type of a contracting authority within the meaning Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, of the Government Regulation No. 172/2016 Coll., i.e. up to a **maximum financial amount of EUR 207 000** excluding VAT for the entire duration of this Contract.

III. ORDERS

1. As a minimum requirement, an order shall contain the following details:
 - a) Seller’s and Buyer’s identification data;
 - b) detailed specification of the Goods, including the quantity of the Goods to be delivered;
 - c) other requirements for the Goods;
 - d) detailed delivery conditions, especially the delivery term and place of delivery;
 - e) the designation of the person placing the order, who is authorised to act on behalf of the Buyer.

In case of doubt the Seller must ask the Buyer for additional information. If the Seller fails to do so, it is understood that the instructions are sufficient for the Seller, and no such reason may release the Seller from any liability for failure to perform an order in due manner and time.

2. The order shall be sent to the Seller electronically to the Seller's e-mail address **[The Seller to add its e-mail address]**.

3. The Seller is obliged to confirm the receipt of this partial order in writing within 5 working days of receiving the order to the Buyer's e-mail address purchasing@stc.cz. As a minimum requirement, confirmation of an order must contain identification data of the Seller and the Buyer, and identification of the order being confirmed.
4. The Parties agree that the Seller will respect the supplies of the Goods as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
5. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
6. The Seller takes into consideration that the making of individual orders and the conclusion of individual partial contracts depends only on the discretion and needs of the Buyer.
7. Individual partial contracts fulfilling the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial contracts take effect on the day it is confirmed by Seller.

IV. DELIVERY TERM AND PLACE OF PERFORMANCE, PACKAGING, TRANSPORT AND DELIVERY CONDITIONS

1. The Seller is obliged to deliver the Goods to the Buyer no later than **7 (seven) weeks from the date when specific partial contract has taken effect**, unless the Buyer requires in a particular order a longer period – in which case the Seller undertakes to deliver the Goods within the period stipulated by the Buyer in such order.
2. Each delivery of the Goods shall be accompanied with a delivery note, which shall be confirmed by both Parties upon handover and takeover of the Goods, and shall be used as the Goods handover protocol.
The delivery note shall contain:
 - a) Seller's and Buyer's identification data,
 - b) the number and date of issue of the Delivery Note,
 - c) the order number or position/serial number according to the order;
 - d) contract number (if stated in the order);
 - e) material code according to IS in the STC format (if stated in the order),
 - f) The number of the supplied units and unit of measure;
 - g) Item name.
3. The Buyer shall immediately send a single printout of the signed Delivery Note to the Seller at the following email address: **[The Seller to add its e-mail address]**.
4. The Seller is obliged to deliver the Goods to the Buyer's production plant at the address:
Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic.
5. Delivery of the Goods according to this Contract shall be governed by the agreed delivery conditions INCOTERMS® 2020, CIP.
6. The Seller shall send a preliminary advice of the Goods delivery to the Buyer's e-mail address purchasing@stc.cz at least 3 (three) working days before the date of the Goods dispatch. The Seller shall further notify the Buyer at least 1 (one) working day before dispatch date about the dispatch of the Goods, name of the carrier, type and licence plate number of the vehicle, including the names and surnames of the drivers, and deadline for delivery of the Goods to the place of

performance. The Seller shall without undue delay notify the Buyer of any delay in the delivery of the Goods in order for the latter to adapt to the situation.

7. The Seller shall deliver the Goods on business days and during the Buyer's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Buyer. Outside these hours, it is only possible to receive Goods following a previous agreement made over the phone between the Seller and the Buyer's representative stated in the order.
8. The Buyer is entitled to refuse to take over the Goods if the Goods have defects or are not supplied in the agreed type, quality, quantity, or time.
9. The Buyer is obliged to take over to Goods free of any defects and supplied by the Seller on the basis of and in accordance with this Contract, and to pay the Seller the price of deliveries of the Goods.
10. The Seller is not entitled to supply a larger quantity of Goods than required by the Buyer in the relevant written order; in the event of supply of a larger quantity of Goods, the partial contract for this surplus is not concluded unless the Buyer approves additionally the acceptance of the surplus to the e-mail address.
11. Delivered Goods shall be packed in the manner usual for such Goods with regard to the place of delivery of the Goods and the method of transport in order to secure preservation, protection and quality of the Goods and the Goods are secured against mechanical damage and damage by climate effects. Each delivered dispatch shall be duly marked with the information of the Goods, manufacturer and weight of the Goods.
12. The Seller shall meet the requirement under the previous paragraph hereof by choosing a carrier/courier who possesses a valid security clearance without use of a collecting haulier. The Seller is required to take adequate transport measures to ensure that the Goods are not stolen, damaged or misused while in transit.
13. Each supply of the Goods must arrive with the following set of documents:
 - Delivery Note in 1 counterpart,
 - International Bill of Lading + CMR (Consignment Note – Carriage Document CMR).
14. The ownership title to the Goods supplied on the basis of this Contract shall pass on the Buyer at the moment of takeover of the Goods, i.e. at the moment the handover protocol for the Goods (delivery note) is signed by the Buyer. The risk of damage to the Goods shall pass to the Buyer at the same moment.

V. PRICE

1. The price for the High security sewing thread is EUR [the Seller to add the price for this part of subject] per 1 m.
2. The price for the Sewing thread is EUR [the Seller to add the price for this part of subject] per 1 m.
3. If the Seller is a registered VAT payer in the Czech Republic, the Buyer shall pay the Seller the price plus the VAT in accordance with the applicable legislation.
4. The price is maximal and final and includes all costs of the Seller for the production and supply of the Goods, including packaging, which is non-returnable. The price includes all associated costs and charges related to the production, delivery of the Goods and the discharge of the Seller's obligations under INCOTERMS 2020 (defined delivery terms, i.e. mainly including packaging, transport and delivery of the Goods to the Buyer, insurance of the Goods, costs associated with obtaining the documents, etc.).

VI. PAYMENT TERMS

1. The delivery price shall be paid by the Buyer after proper delivery of the Goods on the basis of tax documents (invoices) issued by the Seller.
2. The Seller's right to issue a tax document (invoice) for each delivery of the Goods is established on the day of delivery, i.e. the date of signature of the Delivery Note by the Buyer's authorised person. The date of taxable supply is the date of documented handover and takeover of the performance, i.e. the date the Buyer signed the protocol of handover of the Goods (Delivery Note).
3. The Buyer does not provide the Seller with any advance payments for the price.
4. A tax document (invoice) shall contain all the prerequisites of a tax document according to the applicable legal regulations and this Contract. Each tax document (invoice) must include a copy of the confirmed Delivery Note relating to the executed delivery.
5. The Seller shall issue a separate tax document (invoice) for each delivery of the Goods.
6. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the invoice to the Buyer to e-mail address purchasing@stc.cz and podatelna@stc.cz. For the purposes of this Contract, an invoice shall be deemed paid once the respective amount has been deducted from the Buyer's financial account specified in the header of this Contract.
7. If a tax document (invoice) issued by the Seller does not contain the necessary formalities or will contain incorrect or incomplete information, the Buyer is entitled to return the tax document (invoice) to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence on the date of delivery of a duly corrected or supplemented tax document (invoice) to the Buyer.
8. The Buyer shall pay the price in accordance with this Contract and the invoiced tax document (invoice) to the Seller's account number specified in the header of this Contract. In the event of a change in the account number, an amendment to this Contract shall be concluded.
9. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding (paragraphs 10-13 of this article).
10. The Seller declares that in the moment of conclusion of the present contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller also declares that in the moment of conclusion of the Contract there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of its becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of this Contract, the Seller's statements referred to in this paragraph prove to be false or the seller violates the obligation to notify the Buyer of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of this Contract.
11. The Seller pursuant to paragraph 10 of this Article undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 96(2) VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 96. In the case Seller has been indicated by a tax administrator as an unreliable tax payer pursuant to Section 106a VATA, Seller undertakes to immediately notify this to Buyer along with the date on which this circumstance arose.

12. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled without the consent of Seller to exercise procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller to the competent revenue authority and do so according to Sections 109 and 109a VATA.
13. By payment of the VAT into the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
14. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the Buyer to a third party.
15. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.

VII. LIABILITY FOR DEFECTS AND QUALITY WARRANTY

1. The Seller undertakes to properly deliver the Goods, and especially to comply with the Technical Specification, and shall also be liable for the quantity and term of delivery of the Goods stipulated in partial contracts.
2. The Seller is responsible for ensuring that the Goods are duly delivered in accordance with this Contract and that they shall be free of any defects for a period of **24 (twenty-four) months** from the date of delivery of the Goods to the Buyer and provides the Buyer with warranty for the quality of the Goods for the same period. The Buyer may claim defects in the delivered Goods at any time during the warranty term.
3. A defect means any condition where the quality, quantity or design of the supplied Goods does not comply with the conditions stipulated in the specifications of the required Goods according to this Contract, the Technical specification and partial contracts.
4. If an entire supply delivered by the Seller or a part thereof proves defective, the Buyer shall have the right to claim the Goods, in particular on qualitative and quantitative grounds. Any defect liability claims shall be dealt with:
 - a) by replacement of the defective Goods with defect-free Goods;
 - b) by delivery of the missing quantity of the Goods;
 - c) by a discount from the price;
 - d) by withdrawal from the specific contract concerned.

The choice among the claims listed above shall be left entirely at the Buyer's discretion.

5. Any complaint shall be accepted or rejected within 15 (fifteen) calendar days from its communication to the Seller to the e-mail address: **[The Seller to add its e-mail address]**.
6. The time period for settling a warranty claim is 30 (thirty) days from the date of its receipt by the Seller. In the case of a compliant acknowledgement by the Seller the Seller shall be liable to replace the defective Goods. All costs incurred in connection with the defects of the Goods or the application of defect liability claims, in particular the costs of the replacement of any defective Goods, and the costs of delivery of any missing quantity of the Goods, shall be borne by the Seller. In the case of unacknowledged complaints, the Seller shall not be liable to replace the defective Goods and shall not bear the costs of the Buyer connected with the unacknowledged complaint.

7. Before all defects of the Goods are removed, the Buyer will not be obliged to pay the Seller the price of the defective Goods, if the price for defective Goods has not yet been paid to the Seller at the time of the exercise of warranty claim.
8. Making claim under liability for defects shall not affect Buyer's entitlement to the agreed contractual penalty and damages.
9. The Seller declares that the Goods are not encumbered with rights of third parties and have no other legal defects.
10. Any activities, which are necessary for or are relating to claiming the defects, shall be made by the Seller itself at its own costs in cooperation with the Buyer during the Buyer's working hours so that its activities will not endanger or limit the Buyer's activities.

VIII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Agreement and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the Party is able to demonstrate that the given information was available to it

- before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
- c) If the Party obtains a written approval from the other Party to disclose the information further;
 - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
 - e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other Party, to:
- a) Return all the non-public information which was handed over to it in a “material form” (especially in writing or electronically) and any other materials containing or implying the non-public information;
 - b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
 - c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
 - d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.

The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.

IX. SPECIAL PROVISIONS, OTHER RIGHTS AND OBLIGATION OF PARTIES

1. For the entire period of validity and effectiveness of this Contract, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 500.000 at the request of the Buyer, the Seller is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Buyer.
2. The Seller is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,
 - a. the Seller remains responsible for fulfilment the subject of this Contract as if he performed it itself,

- b. was obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the 9.10 of the Tender Documentation,
- c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Seller is obliged to notify such change to the Buyer without undue delay, but no later than within 3 working days of such change. The Seller is entitled to change qualifying subcontractors only if the Seller shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.
- d. the Seller is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for Contract, no later than 30 days after receipt of payment from by the Buyer for specific fulfilled Contract. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Contract, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.

This Contract and its Annexes shall not be amended due to the use of subcontractors or its change according to this Paragraph.

- 3. If the Seller at the time of signature of this Contract proves implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of this Contract through the certificate "ISO 14298 Management of security printing processes" or "CWA 15374 Security management system for suppliers to the security printing industry", the Seller shall ensure certificate validity for the entire duration of this Contract. The Seller is obliged to notify the Buyer of any changes or end of validity of this certificate without delay. In the event of end of validity of this certificate the Seller is obliged to ensure immediate compliance with the obligation under paragraph 4 and 5 of this Article and fulfilment of the obligations and requirements of the security audit pursuant to Annex No. 3 to Contract (hereinafter referred to as the "**Security Audit**").
- 4. If the Seller at the time of signature of this Contract does not prove implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Contract through the certificate "ISO 14298 Management of security printing processes" or "CWA 15374 Security management system for suppliers to the security printing industry", the Contracting parties mutually declare that the Security Audit was conducted before the signing of this Contract. The Security Audit will then be organized by the Buyer at regular three-year intervals.
- 5. The Seller is obliged to immediately inform the Buyer of any changes or termination of the certificate pursuant to paragraph 3 of this Article or of any changes concerning changes in safety standards or rules according to the requirement No. 5 set out in the Annex No. 3 to this Contract or changes in security systems on the part of the Seller such as changes in the security system, or any other changes in the safety of buildings or building modifications or alterations to buildings, etc. In such a case, the Buyer may request to perform without undue delay an extraordinary Security audit to the extend specified in Annex No. 3 to this Contract, i.e. thus outside regular three-year intervals.
- 6. For the fulfilment of purpose the preceding provisions sense of the Seller acknowledges and agrees that the Buyer will conduct the Security audit (or extraordinary Security audit)

at the facility intended for the performance of the subject matter of this Contract, therefore requires the Seller's assistance, by enabling access to these facility, or verification of specific processes or make available the necessary documentation by remote access. A more detailed description of the requirements of the Security audit is set out in Annex No. 3 which is integral part of this Contract.

7. Breach of the Seller's obligation to allow or secure the Security Audit to be performed in accordance with Annex No. 3 to this Contract (including the extraordinary Security Audit pursuant to paragraph 5 of this Article), or the fact that requirements of Security Audit have not been met and thus failed to demonstrate sufficient implementation of security processes, constitutes a substantial breach of this Contract in accordance with Article XIII paragraph 3 of this Contract.
8. The Seller at the time of signature of this Contract proves implementation of quality management system to ensure the production quality management within the performance of the subject matter of the Contract through the ISO 9001 certificate - Quality Management System, or other similar document in accordance with the tender procedure for the entire period of validity and effectiveness of this Contract. At the request of the Buyer, the Seller is obliged to prove the fulfilment of this obligation at any time, no later than 10 calendar days from the delivery of such a request of the Seller.
9. Breach of this Seller's obligation to maintain the validity of the ISO 9001 certificate, or other similar document in accordance with the Tender documentation, for the entire period of validity and effectiveness of this Contract, or the fact that the Seller has not proved ensuring of this certificate or other similar document in accordance with the Tender Documentation at the Buyer's request pursuant to this paragraph constitutes a substantial breach of this Contract pursuant to Article XIII paragraph 3 of this Contract.
10. For the avoidance of any doubt, the Buyer states that the adjustment and obligations set out in paragraphs from 3 to 9 of this Article apply to any entity, which shall be participating within the performance of the subject matter of this Contract as subcontractor/s of the Seller and the Seller remains responsible for fulfilment of these obligations and the Seller is required to assure cooperation on the subcontractor/s side.
11. The Buyer is the sole customer and user of the Goods specified under Article II paragraph 1 to 3 hereof, with no territorial or temporal restrictions.
12. The Seller undertakes not to provide the High security sewing thread to a third party.
13. The Seller warrants to the Buyer that during the preparation, production or shipment and transport of the Goods—as long as the Goods are owned by Seller or the Seller bears the risk of damage to the Goods - there shall be no misuse of the materials used for the production of the Goods, or to the finished Goods, and to take all necessary and appropriate measures to prevent the Goods from being lost or stolen.
14. Failure to comply with the provisions of paragraphs 12 and 13 of this Article constitutes a material breach of this Contract, which may establish the Buyer's right to terminate this Contract, while the Buyer's entitlement to compensation for any damage, including lost profit, caused by the Seller's failure to comply with the obligations referred to in paragraphs 12 and 13 of this Article shall not be affected.
15. Both Contracting Parties shall respect the confidentiality of any information and communications related to the actual cooperation and internal affairs of the Contracting Parties where the disclosure of such information might harm the other Contracting Party.

16. The Contracting Parties agree that the Technical Specification of the Goods, especially the security elements, meet all the requirements to qualify for trade secret and the Contracting Parties undertake to ensure its appropriate classification.

X. SANCTIONS

1. In the case of Seller's delay with the delivery of the Goods within the term according to Article IV paragraph 1 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0,1 % of the price of the Goods or its part with the delivery of which the Seller is in delay, for each started day of such delay, up to the maximum of 25% of the price of the delayed Goods or its part.
2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VII paragraph 5 or 6 hereof, the Buyer is entitled to demand a contractual penalty in the amount of 0.5% of the price of the defective Goods or its part for each commenced day of such delay, up to the maximum of 25% of the price of the delayed Goods or its part.
3. In the case of violation of the obligations resulting from Article II paragraph 6 hereof, the Buyer shall be entitled to a contractual penalty in the amount of EUR 7 850 per each discovered case of violation of these obligations.
4. In the case of violation of the obligations resulting from Article VIII hereof, the Buyer shall be entitled to a contractual penalty in the amount of EUR 7 850 per each discovered case of violation of these obligations.
5. In the case of violation Seller's obligation resulting from Article IX paragraph 2 point d) hereof or its obligation in Article XIV paragraph 8 hereof, the Buyer shall be entitled to a contractual penalty in the amount of EUR 100 for each started day such a violation, i.e. delay.
6. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Contract and the respective partial contract.
7. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.
8. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

XI. FORCE MAJEURE

1. For the purposes of this Contract, "force majeure" means an extraordinary and unavoidable event beyond the control of the Contracting Party which invokes it, which it could not have foreseen when concluding this Contract and which prevents it from fulfilling its obligations under this Contract. Such events may include, but are not limited to: natural disasters, wars, revolutions, large-scale fires, earthquakes, floods, traffic embargoes, general strikes and strikes of the entire industry, if they affect the Seller and affect its performance under this Contract. Errors or omissions on the part of the Seller, failures in energy supply and production, local and company strikes, etc. shall not be considered a force majeure circumstance. Force majeure is not a failure of the subcontractor, unless it occurs for the reasons stated above.
2. The Contracting Parties are aware of the existence of the pandemic Coronavirus (COVID-19) at the time of the conclusion of this Contract and the Seller declares that at the time of concluding this Contract this pandemic does not prevent the fulfilment of its obligations under this Contract.
3. If it is clear that as a result of the events referred to in paragraphs 1, the Seller will not be able to complete the work or fulfil another obligation within the agreed period, then it shall immediately notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of the work under this Contract.

4. If either party is unable to perform its contractual obligations by reason of force majeure, the Contractual Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the Contract if more than three months have elapsed since the occurrence of force majeure preventing performance and the defective condition persists.
5. If a case of force majeure arises, the party claiming force majeure shall provide the other party with documents relating to that case.
6. The Contracting Parties agree that, for the existence of the circumstances precluding liability, does not affect the arrangements for contractual penalties, i.e. the obligation to pay the contractual penalty is not affected by the circumstances excluding liability, as well as this fact does not affect the arrangements concerning the right to withdraw from the contract under Article 13 paragraph 3 point e) of this Contract.

XII. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Contract is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Contract. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Contract is the general court according to the Buyer's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, known as the Vienna Convention, is excluded by this Contract.

XIII. TERM OF THE CONTRACT

1. This Contract has been entered into for a definite period of time, namely for a period of time, namely for a period of 4 years from the date of its entry into force, or until the maximum financial limit agreed in Article II Paragraph 9 hereof has been exhausted, whichever is the earlier.
2. This Contract shall terminate
 - a) with the lapse of the period of time stated in the paragraph 1 of this Article;
 - b) upon the exhaustion of the maximum financial limit stated in Article II paragraph 9 hereof;
 - c) by written agreement of the Parties;
 - d) by written notice of termination by either Party;
 - e) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) a failure to meet Technical specification of Goods pursuant to Article II paragraph 3 and 4;
 - b) breach Seller's obligation under Article II paragraph 5 to 7 hereof;
 - c) repeated, at minimum the second, delay of the Seller in the delivery of Goods according to partial contracts for a period exceeding 30 days;
 - d) breach of Article VIII hereof or Article IX paragraph 15 hereof which has not been remedied following a previous notice for correction,

- e) breach of obligation under Article IX paragraph 1 hereof;
 - f) breach of obligation under Article IX paragraph 2 point c) hereof;
 - g) breach of obligation under Article IX paragraph 3, 5, 6, 7, 8, 9, or 10 hereof;
 - h) breach of obligation under Article IX paragraph 12 or 13 hereof;
4. The partial contract shall terminate:
- a) if such termination is agreed upon by both of the Parties hereto;
 - b) by withdrawal of the Buyer
 - i. in the case pursuant to Article VII Paragraph 4 point (d) hereof; or
 - ii. in the case of a breach of the partial contract by the Seller in a substantial manner, whereas the Parties consider such a breach of the partial contract in a substantial manner to be in particular the case pursuant to Article XIII Paragraph 3 points (a), (c), (d), (e), (f), (g), (h) hereof and the case where the Seller is in delay with the delivery of Goods according to specific partial contract for more than 30 days from delivery term;
 - iii. in other cases stated in this Contract.
5. The written notice of withdrawal from this Contract or a specific partial contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract or a specific partial contract must be sent by registered mail. Withdrawal from this Contract or from a specific partial contract does not terminate the contractual relationship from the very beginning, the mutual performances provided by the Parties until the termination of this Contract or a specific partial contract shall be retained by both Parties.
6. The Parties are entitled to terminate this Contract at any time, without stating any reason. The notice period shall be 6 months and shall begin on the first day of the calendar month following the delivery of written notice of termination to the other Party. The notice must be sent by registered mail. The Parties take into consideration that they are obliged to fulfil the obligations arising from this Contract during the notice period.
7. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated. This Contract is also to be applied to the relations, including partial contracts, formed during this Contract even after this Contract is terminated.

XIV. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. The Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Contract. At the same time, the Parties confirm by their

signatures that all the assurances and documents hereunder are true, valid and legally enforceable.

5. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.
6. The Parties assume the risk of a change of circumstances and are obliged to fulfill obligations under this contract even if the change of circumstances is so significant that the change creates a particularly gross disproportion in the rights and obligations of the parties by favoring one of them disproportionately increasing costs or disproportionately reducing the value of the subject of performance; in particular, they shall not be entitled to seek a court decision to restore the balance of rights and obligations or to terminate the contract. Even if the performance of one of the parties is grossly disproportionate to what was provided by the other party, the abbreviated party cannot demand the cancellation of the contract and the restoration of everything to its original state.
7. The Seller hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Contract pursuant to Article XIII paragraph 5 point d) and Article XIII paragraph 8 hereof and right to withdraw from partial contract pursuant to Article XIII paragraph 7 point b) and Article XIII paragraph 8 hereof.
8. The Seller further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Contract, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.
9. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Buyer.
10. The Contract becomes valid on the date of its signing by the Contracting Parties and comes into force upon publication in the Register of Contracts
11. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.

12. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
13. The following Annexes form an integral part of this Contract:
- Annex No. 1 – Technical specification - non-classified part
 - Annex No. 2 – Security instructions
 - Annex No. 3 – Security audit

For the Buyer:

In Prague, on

For the Seller:

In [•] On

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

**[the Seller to add the authorised
person's full name]**

**[the Seller to add the job positions of
the person signing this Contract]**

[the Seller to add its name]

Technical specification of the High security sewing thread

Product: High security sewing thread (upper) for sewing on the Kugler production line with a chain stitch.

Part of the technical specification is RESTRICTED

- Thermoprotected resistant threads - Maximum smoothness in high speed seams
- Stable to the ultraviolet rays. UVI resistant
- Melting point > 250°
- Natural fibre aspect
- Acid and putrefaction resistance
- Water-repellent finish (waterproof) available

Polymer: Polyester h.t. covered polyester h.t.

Length per spool in m: 3000 - 4000 mts.

Color of the core: green

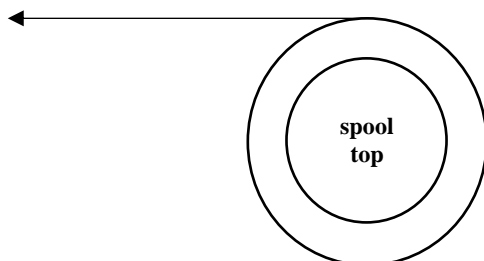
Colour under natural light: White

Colour under UVI light: RESTRICTED

Technical Details:

Properties	Unit	Aver. Value
Composition	DTEX	248/3±10%
Title	DTEX	744±10%
Breaking Strength	N	31±10%
Tenacity	CN/TEX	40-54
Elongation at break	%	17-23
Hot air shrinkage-testrite: 160° x 2' Gr.5	%	max 3

direction of thread unwinding



Technical specification of the Sewing thread

Product: Sewing thread (bottom) for sewing on the Kugler production line with a chain stitch.

- Thermoprotected resistant threads - Maximum smoothness in high speed seams
- Stable to the ultraviolet rays. UVI resistant
- Melting point > 250°
- Natural fibre aspect
- Acid and putrefaction resistance

Polymer: Polyester h.t. covered spun polyester

Colour: Natural

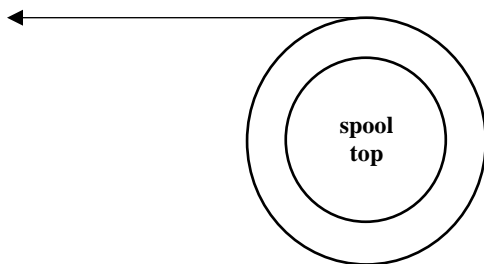
Length per spool in m: 3000 - 4.000 mts.

Color of the core: yellow

Technical Details:

Properties	Unit	Aver. Value
Composition	DTEX	208/3±10%
Title	DTEX	624±10%
Breaking Strength	N	29±10%
Tenacity	CN/TEX	40-54
Elongation at break	%	17-23
Hot air shrinkage-testrite: 160° x 2' Gr.5	%	max 3

direction of thread unwinding



SECURITY INSTRUCTIONS

1. During the performance of this Contract, the Seller is required to comply with the currently valid and effective security regulations related 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; including international agreements on mutual protection of classified information.
2. The Seller as a recipient of classified information is obliged to comply with the provisions of the Agreement between the Government of the Czech Republic and the Government of the [before the final contract conclusion the Contracting Authority shall add the relevant country and international agreement if it is relevant; if the selected Seller was seated in the Czech Republic, the subparagraph 2 shall be omitted] on the Mutual Protection of Classified Information.
3. All classified information and material shall be protected in accordance with the requirements established by the national security authority of the state in which the activities in question will be performed.
4. In particular, the Seller shall:
 - a. appoint an officer to be responsible for overseeing security measures in connection with subject of this Contract;
 - b. submit in due time to competent national security authority personal particulars of the persons, who will be involved in the relevant activities with a view to obtain the necessary certificates for access to classified information at the required level, if required by national regulations;
 - c. keep records of its staff involved in activities and to whom classified information has been made available. This record must contain the period of validity of the natural person's certificate and an indication of the highest classification of the classified information that the staff member is authorized to access;
 - d. maintain, preferably through the official responsible for security measures, that all classified information forming part of this Contract or involved in activities pursuant to this Contract is properly safeguarded;
 - e. limit copying of any classified materials (including documents) entrusted to the Seller by a prior consent of the Buyer, as the originator of the classified documents;
 - f. provide the relevant national security authority at its request with any information on persons who required to have access to classified information;
 - g. deny unauthorized access to classified information;
 - h. limit the dissemination of the classified information to the smallest possible number of persons as is consistent with the proper performance of this Contract;
 - i. comply with any request from the relevant national security authority and to ensure that persons to be entrusted with the classified information sign a statement undertaking to safeguard and signifying their understanding of their obligations under national legislation on the safeguarding of classified information, and that they recognise that they may have comparable obligations under the laws of the Buyer's state relating to the protection of classified information;
 - j. report to the security officer and competent national security authority of any breach or suspected breach of security, suspected sabotage or subversive activities, any breach raising doubts about the employee's credibility, or any changes affecting security measures and any other information that may be required by such national security authority;

- k. obtain the Buyer's prior approval before beginning negotiations with a potential subcontractor with a view to concluding any contract which may allow to subcontractor an access to classified information originating from the Buyer, and to place the subcontractor under appropriate security obligations which shall be in no case less stringent than those provided for this Contract;
 - l. comply with any procedure established by national legislation with respect to the dissemination of the classified information.
5. Any person who will handle classified information during the implementation of the subject of the Contract (must possess the appropriate security clearance. The level of this clearance must be at least equal to the security category of the document or provided classified information.
 6. Unless specifically authorized to do so, the Seller may not pass on the classified information to any third party.
 7. No change in the level of classification or de-classification of documentation (classified information) or material may be carried out without the prior written consent of the Buyer.
 8. The transport / return of classified documents to the Buyer must be carried out in accordance with the requirements set by the relevant national security authority.

SECURITY AUDIT

(hereinafter referred to as "this document")

1. Determination of subject matter

This document is relevant and describes conditions and requirements of all security audits defined by this Contract, i.e.:

- a) the initial Security Audit, i.e. an audit before signing this Contract with the selected Contractor within the selection procedure;
- b) all subsequent regular Security Audits and extraordinary Security audits carried out after the signing of this Contract.

2. Determination of Parties

For the purposes of this document, the general designations of the Contracting Parties are used, where STÁTNÍ TISKÁRNA CENIN, státní podnik, Business ID: 0001279 is designated as the Contracting authority (Buyer), and the Contractor (Seller) as any entity, which shall be providing the performance of the subject matter of this Contract as subcontractor/s of the Contractor and the Contractor remains responsible for fulfilment of these obligations and the Contractor is required to assure cooperation on the subcontractor/s side.

3. Participation / personnel composition

The Security Audit will be performed by representatives of the Contracting authority (usually 1-2 persons) and facultatively with a support of representatives of an independent auditor who is a person accredited by the Czech Accreditation Institute, o.p.s. (where "o.p.s" stands for a "Community interest society" a form or a legal entity recognised by the Czech law) or another authority according to the legal order of the given country.

If the Contractor raises any reservations to the course, manner of execution or outcome of the Security Audit, that was performed only by the Contracting authority, another Security Audit by an independent auditor as defined in the previous paragraph shall be subsequently arranged and performed.

For the Contractor is required to participate officer responsible for security, i.e. Security manager or an authorized person. Other persons may participate at the discretion of the Contractor.

4. Method of conducting the security audit:

The Security Audit will be performed in accordance with ISO 19011: 2019. The Security Audit will be carried out either physically on site or, if the current situation does not allow it, it will be carried out remotely (i.e. by videoconference in combination with a shared document depository) (hereinafter referred to as "**remote audit**").

5. Time course:

The Security Audit will usually be organized in two days with the following agenda:

- Day 1 - security policy, security documentation, risk management, business continuity management, ensuring security processes, building inspection,
- Day 2 - completion of the inspection of the building and inspection of the settings of security processes, processing of the minutes of the security audit, conclusion.

The remote audit agenda can be adjusted in terms of time schedule.

6. Date of the Security Audit:

The Contractor's contact person stated within the tender procedure will be informed of the Security Audit at least 5 days in advance in the case of an initial Security Audit, i.e. an audit before signing this Contract with the selected Contractor within the tender procedure, and at least 30 days in advance in subsequent Security Audits, i.e. audits carried out after the signing of this Contract.

7. Minimum requirements to be subject to Security Audit:

All information, terms and requirements in this document must be interpreted in the context of the relevant standards and general security principles (especially according to international standards series 27000 and the interpretation of the Czech National Cyber and Information Security Agency), system management (according to international management system standards) and procedural procedures (according to the general principles of the procedural approach).

The Contractor must ensure compliance with all of the following requirements, all of which are based on the requirements in particular ISO 14298 and CWA 15374, and must be interpreted in accordance with ISO 14298 and CWA 15 374.

A fundamental document for assessing the fulfilment of the following requirements is the risk analysis prepared by the Contractor (see requirement 01 below), on which the method of meeting the individual requirements based on ISO 14298 and CWA 15374 is based:

No	Requirement	Further description on manner of fulfilling the requirement
01	A risk assessment and risk management document must be prepared and regularly updated	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have a risk analysis prepared and regularly updated (at least once a year), including the determination of the management of these risks to the extent of at least the ISO 14298 standard - point 4.4.</p> <p>The document must meet:</p> <ul style="list-style-type: none"> (1) Requirements according to ISO 27001, or (2) must contain at least the following parts: <ul style="list-style-type: none"> • risk identification • risk analysis • risk evaluation • risk mitigation • risk management (resp. its mitigation) • risk monitoring and review <p><u>Manner of fulfilling in case of physical audit:</u></p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
02	<p>A system of regular safety inspections of the Contractor's subcontractors, who supply him with input safety material for the production and finalization of products, must be set up and implemented</p>	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have set up and implemented a system of regular (at least once in a period of 3 years) security inspections of its subcontractors, who supply it with input security material for the production and finalization of products. For the purposes of this security audit, any control of a subcontractor that verifies compliance with the requirements of min. in the scope of points 1-12 according to this document shall be considered as the security inspection, while the form of such an inspection must be a security audit in personal / physical or remote form, or verification of the holding of ISO 14298 or CWA 15 374 certificates.</p> <p>The scope and manner of performing these security inspections may differ from the above stated minimal requirements if this different procedure is in accordance with the Contractor's risk analysis (i.e. the document according to requirement 01 in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing Security Audit.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing security audit in the form of remote access or display on a shared screen.</p>

No	Requirement	Further description on manner of fulfilling the requirement
03	A system of concluding confidentiality agreements with the Contractor's subcontractors must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have set up and implemented a system of concluding confidentiality agreements with its subcontractors, which contain at least the following parts:</p> <ul style="list-style-type: none"> • Names of parties to the agreement, • Definition of what constitutes confidential information, • Prohibiting any exclusion from confidentiality (except for legal and other generally binding obligations to publication of information) • Relevant time period, • Fines and sanctions in the appropriate amount according to the risk analysis <p>The specific mandatory requirements and the final form of these confidentiality agreements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific agreement on confidentiality with a subcontractor meeting the above requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific confidentiality agreement with the subcontractor meeting the above requirements in the form of remote access or display on a shared screen.</p>
04	Security procedures must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have prepared and implemented security procedures and rules for the production and delivery of safety products. The whole process must be described, from the purchase of raw materials / semi-finished products, the production cycle to the dispatch and transport of the products to the customer. The documentation must include a record of materials during the production cycle, i.e. ensuring that the Contractor knows (knows / is known to the Contractor) at all times (at each production step) where and how much material is located, while the same process must be set after production step, and the same procedure must be set in case disposal of non-conforming production. The rule of traceability must be observed - the ability to trace the history, use or location of what is being assessed.</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation in the form of remote access or display on a shared screen.</p>
05	A system of regular internal Security Audits must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have set up a system of regular (at least once a year) internal security audits of its own procedures and rules in the scope of at least according to the ISO 14298 standard - point 9.2. Performing the security audits may be part of internal audits.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the settings of the above required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date of the ongoing Security Audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p> <p><u>Manner of fulfilling in case of remote audit:</u> In the form of remote access, or display on a shared screen, the submission of specific written documentation containing the settings of the required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>of the ongoing security audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p>
06	<p>The so-called Business Continuity Plan of the Contractor must be prepared</p>	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have prepared a so-called Business Continuity Plan of the Contractor in order to ensure the uninterrupted supply of products or services and to ensure maximum protection in order to ensure the operation of the company and its operation in situations where the company is threatened or facing a disaster, and this document must meet the following minimum requirements:</p> <ol style="list-style-type: none"> (1) the requirements of the standard according to ISO 22301, or (2) must contain at least the following parts: <ul style="list-style-type: none"> • Risk and threat analysis • Business impact analysis • Crisis measures and organizational guidelines to keep the organization in crisis • Plans and measures to maintain continuity • Scenarios, plans and measures for recovery of operation • Techniques for quality assurance, preventive measures such as maintenance, exercises, audits • Contact information for members of management (especially crisis) • Instructions for employees in the event of a crisis • Allocation of people, tools, and other resources <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific documentation demonstrating compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific documentation that demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
07	<p>The Contractor's production and storage facilities must be secured by the following systems: IDS (Intrusion Detection System), FS (Fire System), CCTV,</p>	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to provide and equip the Contractor's production and storage facilities with defined security systems (IDS, FS, CCTV, ACS) with connection to the monitoring center (internal or external), while the following minimum requirements must be met:</p>

No	Requirement	Further description on manner of fulfilling the requirement
	ACS (Access Control System)	<ul style="list-style-type: none"> - CCTV must be recorded and must monitor the entire production area and perimeter without blind spots. - ACS must be installed at least at all entrances to the production premises. - IDS must fully cover at least all production premises, production preparation and storaget premises. - FS is not mandatory if this fact is stated in the "Fire safety solution" or a similar document. <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Physical inspection of the installed security technology, visit to the monitoring center, submission of the document "Description of physical and logical perimeter," or "Security project" or the directive "Physical protection" or similar documents describing the installed security technologies, including "Fire safety solution" or a similar document, if relevant, and proving compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific documents "Description of the physical and logical perimeter, or "Security project" or the directive "Physical Protection" or similar documents describing the installed security technologies demonstrating compliance with the above minimum requirements, including "Fire safety solution" or a similar document, if relevant, remote access or shared screen display the documentation must be photographs of the installed technologies, or document the security features installed by the camera as part of the online transmission, which will document compliance with the minimum requirements).</p>
08	Space must be designated for loading and unloading goods and materials	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have a marked area for loading or unloading goods and material and this area must be operated in security mode (i.e. min. PZTS, ACS and CCTV with a record that monitors the entire area without blind spots). At the time of loading / unloading, only the operator handling the goods or materials and, if necessary, guarding must be present in the area.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Physical inspection of the space, submission of the document "Description of physical and logical perimeter, or" Security project "or the directive" Physical protection "or similar documents describing the security of loading / unloading areas that demonstrate compliance with the above minimum requirements, the documentation must include photographs of the installed technologies that will document compliance with the minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of documents "Description of the physical and logical perimeter, or" Security project "or the" Physical Protection "Directive or similar documents describing the security of loading / unloading areas demonstrating compliance with the above minimum requirements, by remote access or display on a shared screen (the documentation must include photographs of the installed technologies, that will document compliance with the minimum requirements).</p>
09	Physical security must be performed by the Contractor's own staff or by an external qualified entity	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to ensure continuous physical security of its facilities by its own employees or by an external qualified entity that is authorized to perform the physical security in accordance with the law. All production and storage facilities of the Contractor related to the performance of the public contract must be secured against the intrusion and entry of unauthorized persons, detailed inspection of the interior from the outside or the presence of unauthorized persons. E.g. it must have adequate perimeter security (fencing) and mechanical security of all entrances (grilles on windows, hardened entrances-doors, etc.)</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Physical inspection of the security area and mechanical security systems, submission of a document "Description of physical and logical perimeter", or document "Security project" or directive "Physical protection" or similar documents describing the state of physical security, which demonstrates compliance with the above minimum requirements. The Contractor must submit photographs of the security of the</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>building, which will document the fulfilment of the minimum requirements, and in the case of an external entity, the Contractor must document the concluded valid contract on ensuring physical security between the Contractor and the external entity.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of a document "Description of the physical and logical perimeter, or a document" Security project "or a directive" Physical protection "or similar documents describing the state of physical security demonstrating compliance with the above minimum requirements, by remote access or display on a shared screen. The Contractor must submit photographs of the security of the building, which will document the fulfilment of the minimum requirements, and in the case of an external entity, the Contractor must document the concluded valid contract on ensuring physical security between the Contractor and the external entity.</p>
10	A key management must be implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have a transparent key regime implemented, which ensures the registration, allocation, and secure storage of keys. The key mode system must be inspected at least once a year.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Physical inspection of the registration system and key storage, documentation of specific documentation that the inspection of the key regime system is performed at least once a year, i.e. the Contractor must submit at least a record of the inspection in the last year from the date of the ongoing security audit.</p> <p><u>Manner of fulfilling in case of remote audit:</u> In the form of remote access or display on a shared screen, the Contractor must document documents from which it is clear that the key mode is implemented (photo documentation of key storage must be included) and document specific documentation that the records of assigned keys are checked at least once a year, i.e. the Contractor must provide at least a record of the inspection in the last year from the date of the ongoing security audit.</p>
11	They must be processed and implemented the principle of access to information systems during and upon termination of employment	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have developed and implemented the principles of controlled access to information systems</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>during and upon termination of employment of the Contractor's employees.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements in the form of remote access or display on a shared screen.</p>
12	The Contractor has its own employees to ensure the production and storage of security products, or agency employees who meet other conditions	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to ensure the production and storage of security products by its own employees or by an agency staff. If they use agency staff, they must have a signed confidentiality agreement (to the minimum extent of point 03 of this document), both with their own staffing agency and with the Contractor. At the same time, there must be a confidentiality agreement (to the minimum extent of point 03 of this document) between the Contractor and the recruitment agency. For the purposes of this security audit, Agency Employment is the temporary placement of an employment agency employee to perform work for an employer on the basis of an employment contract or also in the form of an employment agreement concluded between the employee and the employment agency. In this case, the user does not "take" temporarily placed employees from the agency, but only "hires" them for a period of time. At the same time, agencies may not demand payment from agency staff - the user pays the agency.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation proving compliance with the requirement (i.e. especially personnel records).</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation proving the fulfilment of the given requirement (i.e. especially personnel records) in the form of remote access or display on a shared screen.</p>

TENDER COVER SHEET	
Simplified below-threshold procedure pursuant to Section 53 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	<p>Production and Supply of Threads for Passport Books</p> <p>Výroba a dodávky nití na pasové knížky</p>
Key identification data	
Contracting authority	
Name:	STÁTNÍ TISKÁRNA CENIN, státní podnik
Registered office:	Prague 1, Růžová 6, No. 943, Postcode 110 00
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Šenoldová
E-mail:	senoldova.zuzana@stc.cz
Tenderer	
Name:	.....
Registered office:	.....
Correspondence address:	.....
Company Reg. No. Tax Reg. No.:	.....
Tel.:	.....
E-mail:	.....
Person competent to act on behalf of the tenderer:	.....
Contact person:	.....
Tel.:	.....
E-mail:	.....
Small or medium-sized enterprise	YES / NO

AFFIDAVIT ON COMPLIANCE WITH BASIC AND PROFESSIONAL CAPACITY

Public Contract Name:

Production and Supply of Threads for Passport Books
Výroba a dodávky nití na pasové knížky

Name of Participant (incl. legal form):	
Registered office:	
Reg. No.:	

1) BASIC CAPACITY

As a person authorized to act in the name of or for the above participant, hereby declare on my honour that the above mentioned participant **meets the basic capacity requirement within the meaning of Section 74 (1) of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "Act")**, since the participant:

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.
Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.
If the tender is being submitted by a branch of a Czech legal entity, then in addition to the aforementioned statutory bodies, the manager of the Czech branch also complies with this requirement.
- b) does not have payable tax arrears in the Czech Republic or in the country of participant's registered office, including the excise duty,
- c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant's registered office,
- d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant's registered office,
- e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant's registered office.

2) PROFESSIONAL CAPACITY

As a person authorized to act in the name or for the above-mentioned participant, I hereby declare in the affirmative that the above-mentioned participant in the public contract in question **fulfils the professional capacity within the meaning of Section 77 (1) of the Act**.

LIST OF SIGNIFICANT SUPPLIES

Public Contract Name:

Production and Supply of Threads for Passport Books
Výroba a dodávky nití na pasové knížky

Name of Participant (incl. legal form):	
Registered office:	
Reg. No.:	

In accordance with the contracting authority's requirement stated in the Tender Documentation, I shall list the significant supplies provided in the last 3 years prior to the commencement of the tender procedure, incl. indication of the price and time of their provision and identification of the customer:

Name of the contractor who provided the performance (could be the Participant or a Subcontractor):	
Name of the client the contract was performed for:	
Period of performance (in details of months):	
Scope of performance (subject):	
Contact person for verification purposes (name, telephone and e-mail for information verification):	

Note: The participant will use the table as many times as necessary.

AFFIDAVIT ON SECURITY REQUIREMENTS

Public Contract Name:

Production and Supply of Threads for Passport Books

Výroba a dodávky nití na pasové knížky

Name of Contractor (incl. legal form):	.....
Registered office:	.....
Reg. No.:	.....

(hereinafter “**the Contractor**”)

As a person authorized to act in the name of or for the Contractor, I hereby solemnly declare that the Contractor meets the technical qualification requirement, pursuant to Art. 9.4.2 the requirements **regarding the implemented security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the public contract³ in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively requirements 1-12 stated in the Annex no. 3 of the Draft Contract**, whereas all the requirements stated there arise from requirements of ISO 14298 and CWA 15374 and shall be interpreted in the meaning of ISO 14298 and CWA 15374.

³ To avoid any doubts, the Contracting Authority requires those security processes to be fulfilled and implemented in all places, where performance of the Public Contract subject matter takes place.

LIST OF SUBCONTRACTORS

Public Contract Name:

Production and Supply of Threads for Passport Books

Výroba a dodávky nití na pasové knížky

Name of Participant (incl. legal form):	.....
Registered office:	.....
Reg. No.:	.....

(hereinafter “the Participant”)

1) As required by the contracting authority in the Tender Documentation, please find enclosed below a list of subcontractors we will use when performing the subject of the contract.

A)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

Type and scope of services to be provided by the subcontractor:

Percentage of the total cost of the performance to be realised by the subcontractor:

.....

B)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

Type and scope of services to be provided by the subcontractor:

Percentage of the total cost of the performance to be realised by the subcontractor:

.....

2) As a tenderer under the aforementioned procurement procedure, we hereby solemnly declare that we do not intend to assign any part of the public contract to any subcontractor.⁴

⁴ In the event that the tenderer does not intend to assign any part of the contract to any subcontractor, the list of subcontractors according to item 1) shall not be filled in.

Evaluation Model

Contractor shall fill in all yellow parts with prices with a precision of two decimal places.

Item	Quantity	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Total price in EUR excl. VAT
Price for the "High security stitching thread" in EUR excl. VAT (in accordance with the Art. V (1) of the Draft Contract)	1 568 000	m	- €	- €
Price for the "Stitching thread" in EUR excl. VAT (in accordance with the Art. V (2) of the Draft Contract)	640 000	m	- €	- €

Total Tender Price in EUR excl. VAT (for purposes of evaluation) - €

MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

The selected supplier (i.e. the winner of the tender procedure) shall submit before the contract conclusion qualification documents either issued as electronic originals, or they have to be converted from paper originals to electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed.

Regarding the basic capacity the following documents shall be submit before the contract conclusion.

Please note that the Contracting Authority does not bare any responsibility if there is a trouble or complication within the process of applying for these documents based on the given forms. the following options are not the only wfactays, but there are mostly used and verified.

Other useful sources of information are at the following websites:

<https://ec.europa.eu/tools/ecertis/#/search> (for all suppliers)

http://www.isvz.cz/ISVZ/SKD/ISVZ_SKD_text.aspx (Seznam kvalifikovaných dodavatelů, for Czech suppliers)

(1) Criminal Registers/Clearance

In accordance with Sec. 75(1) (a) of the Act⁵: an entry in the Criminal Records in respect of Section 74 (1) a),”

a) of legal entity and

b) each and every member of the governing body of this legal person.

in relation to the country of its registered office.

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic:

Mostly common and comfortable option are the so called [Czech Points](#). Upon a personal attendance with prepared ID and so called Czech birth number (“rodné číslo”) the Czech Points shall issue the clearance for the natural persons whereas it is possible to ask for the electronic as well as the paper version of the clearance. Note that administrative fee of 100 CZK shall be paid.

https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu/

Regarding the clearance of the legal entity anybody may ask for the clearance at the Czech Points. No identification of the applicant is required.

Note that administrative fee of at least 100 CZK shall be paid.

⁵ Please find the English version of the Act under this link: https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134_2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf . Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu-pravnicke-osoby/

(2) Tax and Social Confirmations

In accordance with Sec. 75 (1) (b) of the Act: “b) a confirmation from a relevant tax office in respect of Section 74 (1) b), which proves that the supplier has not any outstanding tax arrears registered in tax records.”

+

In accordance with Sec. 75 (1) (d) of the Act: “d) a confirmation from a relevant district social security administration in respect of Section 74 (1) d), which proves that the supplier has not any outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy.”

Both of these requirements/documents shall be proved:

- (1) in relation **to the Czech Republic** and
- (2) in relation **to the country of its registered office**.

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic:

The selected Contractor regardless the country it is seating or running their businesses shall demonstrate compliance with this part of the required basic capacity in relation to the Czech Republic.

The Contracting Authority recommends contacting the authorities stated bellow to get mentioned documents and the Contracting Authority took the opportunity to prepare usable versions of required applications that need to be submitted, **which are attached to hereto**.

The Czech authorities accept only applications drafted in Czech language, so only Czech versions of the forms shall be filled, attached with a copy of commercial register extract (and an original of power of attorney if needed) and sent to the appropriate addresses via post. Email is not allowed.

The English versions of forms shall be considered only as a literal translation for foreign suppliers to know what they are filling out.

At the same time the Contracting Authority informs suppliers 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, they will have the quality of electronic original.

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 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.

Contact address of Czech authorities for foreigner suppliers:

Finanční úřad pro Prahu 1 (Tax Authority for Prague 1)

Address: Štěpánská 28, 112 33 Praha 1

[Územní pracoviště pro Prahu 1 | Finanční úřady | Orgány finanční správy | Finanční správa | Finanční správa \(financnisprava.cz\)](#)

Phone: +420 224 041 157, Mrs. Pokorna,

Email: dagmar.pokorna@fs.mfcr.cz

Note that administrative fee of 100 CZK shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8

(Prague Social Security Office, local office Prague 8),

Address: Trojská 1997/13a, 182 00 Praha 8,

<http://www.cssz.cz/cz/kontakty/krajska-a-okresni-pracoviste/praha/prazska-sprava-socialniho-zabezpeceni.htm>,

Phone: +420 283 104 543, Mrs Klozová

Email: jitka.klozova@cssz.cz

No fee shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Contact address of Czech authorities for domestic suppliers:

In the case of domestic suppliers, please, send your application to locally competent Tax Authorities and Social Security Office.

(3) Commercial Register

In accordance with Sec. 75(1) (f) of the Act: “a copy of an entry in the Commercial Register, or a written affirmation in the event that the economic operator is not incorporated in the Commercial Register, in respect of Section 74 (1) e), which proves that the supplier is not 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

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic.

Mostly common and comfortable option is to download the excerpt form the website <https://or.justice.cz/ias/ui/rejstrik>, whereas from this website companies enlisted in the Czech commercial register may download the electronic version, which has a value of the electronic original. No fee shall be paid.

Annexes:

Annex 1a – Form financial_CZE

Annex 1b – Form financial_ENG

Annex 2a – Form social_CZE

Annex 2b – Form social_ENG

ANNEX 1a (Form_financial_CZE)

Finanční úřad pro hlavní město Prahu
Územní pracoviště pro Prahu 1
Štěpánská 619/28
112 33 Praha 1
Česká republika

[nebo jiný místně příslušný finanční úřad]

V _____ dne _____

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

Žádáme tímto o vystavení potvrzení o neexistenci splatných daňových nedoplatků pro společnost pro společnost [“název společnosti, sídlo a IČO“], a to z důvodu prokázání základní způsobilosti dle ustanovení § 74 odst. 1 písm. b) zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, ve veřejné zakázce [Název veřejné zakázky] zadavatele **STÁTNÍ TISKÁRNA CENIN, státní podnik**, se sídlem Praha 1, Růžová 6, čp. 943, PSČ 110 00, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

Potvrzení o neexistenci daňových nedoplatků prosím zašlete do datové schránky: [“Vyplňte svoji datovou schránku“] / zadavatele [„pokud ji nemáte, vyplňte tuto: „hqe39ah““].

V případě, že je třeba zaplatit správní poplatek, prosím o zaslání platebních údajů na níže uvedené kontakty.

V případě komplikací s touto žádostí nás, prosím, kontaktujte zde:

Email: _____

Telefon: _____

Přílohy:

- Výpis z obchodního rejstříku (kopie)
- Plná moc (originál)

“Signature”

“Jméno a funkce osoby oprávněné jednat
jménem společnosti”
“Název společnosti”

ANNEX 1b (Form_financial_ENG)

Tax Authority for Prague 1
Local Office Prague 1
Štěpánská 619/28
112 33 Prague 1
Czech Republic

[or different locally competent Tax Authority Office]

In _____ date _____

Application for a certificate of non-existence of tax arrears

We hereby request for a certificate of non-existence of tax arrears for the company ["name, seat and ID number of your company"], in order to prove basic capacity under the provisions of § 74 paragraph 1 (b) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract ["fill name of the public contract"] of the contracting authority **STÁTNÍ TISKÁRNA CENIN, státní podnik**, registered office in Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic, ID number: 00001279 (hereinafter referred to as the "Contracting Authority").

Please send a certificate of the non-existence of tax arrears, to the data box: ["fill your data box"] / of the Contracting Authority ["in case you don't have it, fill this: hqe39ah"].

If an administrative fee is required to be paid, please provide us with payment details on the contacts stated below.

In case of any troubles with this application please contact us here:

Email: _____

Phone : _____

Annexes:

- Commercial register extract (copy)
- Power of attorney (original)

"Signature"

"Name and position of person authorized
to act on behalf of the company"

"Name of your company"

ANNEX 2a (Form_social_CZE)

PRAŽSKÁ SPRÁVA SOCIÁLNÍHO ZABEZPEČENÍ
Územní pracoviště pro Prahu 8
Trojská 1997/13a
182 00 Praha 8
Česká republika

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V _____ dne _____

Žádost o vystavení potvrzení o bezdlužnosti

Žádáme tímto o vystavení potvrzení o bezdlužnosti pro společnost [“název společnosti, sídlo a IČO“], a to z důvodu prokázání splnění základní způsobilosti dle ustanovení § 74 odst. 1 písm. d) zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, ve veřejné zakázce [“Název veřejné zakázky“] zadavatele **STÁTNÍ TISKÁRNA CENIN, státní podnik**, se sídlem Praha 1, Růžová 6, čp. 943, PSČ 110 00, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

Potvrzení o bezdlužnosti prosím zašlete do datové schránky: [“Vyplňte svoji datovou schránku“] / zadavatele [„pokud ji nemáte, vyplňte tuto: „hqe39ah““].

V případě komplikací s touto žádostí nás, prosím, kontaktujte zde:

Email: _____
Telefon: _____

Přílohy:

- Výpis z obchodního rejstříku (kopie)
- Plná moc (originál)

“Signature”

“Jméno a funkce osoby oprávněné jednat
jménem společnosti”
“Název společnosti“

ANNEX 2b (Form_social_ENG)

Prague Social Security Office, local office Prague 8
Územní pracoviště pro Prahu 8
Trojská 1997/13a
182 00 Praha 8
Czech Republic

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

We hereby request a certificate of non-indebtedness to the company [“name, seat and ID number of your company”], registered office Avenue du Gray, 55, CH-1018 Lausanne, Switzerland, ID number: H970 / 00998, in order to prove basic capacity under the provisions of § 74 paragraph 1 (d) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract [“fill name of the public contract”] of the contracting authority **STÁTNÍ TISKÁRNA CENIN, státní podnik**, registered office in Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic, ID number: 00001279 (hereinafter referred to as the “Contracting Authority”).

Please send a certificate of the non-indebtedness to the data box: [“fill your data box”] / of the Contracting Authority [“in case you don't have it, fill this: hqe39ah”].

In case of any troubles with this application please contact us here:

Email: _____
Phone : _____

Annexes:

- Commercial register extract (copy)
- Power of attorney (original)

“Signature”

“Name and position of person authorized
to act on behalf of the company”
“Name of your company”

TESTING UPPER THREAD (HIGH SECURITY SEWING THREAD) AND BOTTOM THREAD (STANDARD SEWING THREAD)

The Contractor shall prove the fulfilment of the tender conditions by delivering minimally **5000 m of the upper** and **5000 m bottom sewing threads** and satisfactory results of laboratory tests and sewing tests on the Kugler machine with a chain stitch.

The samples shall fulfil all technical and other parameters requested by the Contracting Authority.

1. LABORATORY TEST

Test progress:

The parameters of the upper thread (high security sewing thread) and the bottom thread (standard sewing thread) will be measured, and their values will be compared with the values stated in the technical specification, which was part of the tender documentation.

2. SEWING TEST ON PRODUCTION KUGLER MACHINE IN THE PREMISES OF THE CONTRACTING AUTHORITY

Test progress:

1000 2-ups of the passports (32 pages) will be sewed with a chain stich on the production Kugler machine in the premises of the Contracting Authority.

When sewing on a Kugler production machine, the quality of the chain stitch and the smoothness of the thread passage through the sewing machine will be evaluated. At the same time, it will be checked whether there is no unravelling of the thread and release of particles from the thread during sewing.

The sewing result will be compared with our standard for sewing passport booklets.

A representative of the Contractor may be present at the tests on the Kugler production machine in the premises of the Contracting Authority.

CONTRACT FOR THE PROTECTION OF CLASSIFIED INFORMATION

registered at the State Printing Works of Securities (STC) under Ref. No.
entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code
(hereinafter referred to as the "Contract")

I. Parties

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, building No. 943, 110 00, Czech Republic
listed in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, File 296
Company ID No.: 00001279
Tax ID No.: CZ00001279
represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer
bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
account number: 200210010/2700

(hereinafter referred to as the "Originator")
and



with its registered office at
listed in the Commercial Register maintained by
Company ID No.:
Tax ID No.:
represented by:
bank details:
account number:

(hereinafter referred to as the "Recipient")

(hereinafter collectively referred to as the "Parties")

II. Preamble

1. For the purpose of samples testing as a part of cooperation before a conclusion of a "**Contract for the Production and Supply of Threads for Passport Books**" (registered at the STC under Ref. No. 054/OS/2021) within a public contract for supplies awarded in below-threshold regime in a simplified below-threshold tender procedure pursuant to the provisions of Section 53 of Act No. 134/2016 Coll., on public procurement, as amended, with the title "**Production and Supply of Threads for Passport Books**", Ref. No.: STC/007689/ÚSV/2021 (hereinafter referred to as the "Public Contract"), the recipient will be provided with classified information at the level of confidentiality "RESTRICTED" filed on the Originator's premises under Ref. No. **V18/2017/STC** (hereinafter referred to as "classified information").
2. By signing this Contract, the Recipient undertakes to handle the provided classified information in compliance with currently applicable and effective security regulations on the protection of confidential information according to the requirements of the national security authority of the country in which activities are to be performed, or in which the classified information is to be handled, and further in accordance with relevant international treaties on mutual protection of classified information.
3. Given the fact that the Originator of the classified information has its registered office in the Czech Republic and is subject to Act No. 412/2005 Coll., on the protection of classified information and on

security capability, the Recipient to whom the Originator provides the classified information must adhere to the obligations specified in Article III. of the Contract when becoming acquainted with and handling the classified information.

III. Obligations of the Recipient

1. The Recipient is obliged:
 - a) to appoint an employee responsible for supervising security measures relating to the subject matter of the Public Contract;
 - b) to provide the relevant domestic security authority, in a timely manner, with the personal data of persons who will be involved in the relevant activities and who will need access to the Confidential Information in order to obtain a certificate of a natural person for access to classified information of the required confidentiality level, if national law so requires;
 - c) to provide, at the request of the relevant domestic security authority, all information on persons who have requested access to the classified information;
 - d) to keep records of its employees who are involved in the activities and to whom the classified information has been disclosed. These records must contain the validity period of certificates of natural persons and must indicate the highest level of classified information that employees are authorised to access;
 - e) to limit disclosure of the classified information to the bare minimum number of persons;
 - f) to deny unauthorised persons access to the classified information;
 - g) to inform the responsible employee and the relevant domestic security authority of every breach or suspected breach of security, any breach that raises doubts about an employee's credibility, any changes affecting the security measures, and any other information that may be required by the national security authority;
 - h) to ensure, ideally through an employee responsible for security measures, that all classified information is properly secured;
 - i) to restrict copying of any classified information (including documents) entrusted to the Recipient according to the Originator's prior consent;
 - j) to accommodate requests of the relevant national security authority and to ensure that persons who have been granted access to classified information sign a declaration in which they undertake to protect such information, to store and label classified information according to national legislation on protection of classified information, and to acknowledge that they have comparable obligations under legislation of the Originator's country relating to protection of classified information;
 - k) before commencing contract negotiations with a potential subcontractor that will grant access to classified information of which the Recipient is not the originator, to obtain the Originator's prior consent to such negotiations and to bind the subcontractor to the appropriate security obligations, which may not be any less strict than the conditions stipulated in the Contract;
 - l) to adhere to all procedures stipulated by domestic legislation regarding handling and disclosure of classified information.
2. All persons must have the relevant security clearance if they are to be familiarised with and to handle classified information in connection with participation in the contracting authority's, or more precisely the Originator's selection procedure. The level of this clearance must be at least equal to the level of security under which the classified information is provided.
3. Unless expressly permitted, the Recipient must not provide classified information to any third parties.

4. The Recipient is not authorised to change the level of confidentiality or to lift the confidentiality of classified information without the Originator's prior written consent.
5. Transporting/returning classified information to the Originator must be carried out in compliance with requirements stipulated by the competent national security authority.

IV.

Sanctions

1. If the Recipient commits a breach of its obligations specified in Article III. of the Contract, the Originator shall be entitled to charge a contractual fine in the sum of EUR 7 850 for each ascertained breach of these obligations.
2. The contractual fine shall be payable by the deadline stated in a legitimate and duly issued invoice. A charged contractual fine shall not affect or limit the right of the injured Party to full damages, including damages exceeding the contractual penalty.

V.

Final Provisions

1. Contractual relationships not expressly regulated by this Contract shall be governed by Czech law.
2. The Parties undertake to settle disputes arising from this contractual relationship in an amicable way by mutual negotiation. If no agreement can be reached, either Party shall be entitled to refer the dispute to the relevant court of law, where both Parties have agreed that the necessary jurisdiction shall belong to Czech courts of law. The Parties stipulate that the competent court for settling any disputes connected with this Contract shall be the court with local jurisdiction over the location of the Client's registered office. Based on an agreement between the Parties, any potential disputes shall be resolved in accordance with the relevant Czech law, as amended.
3. This Contract may only be altered or supplemented by an agreement between the Parties in the form of appropriately named and sequentially numbered written amendments.
4. This Contract has been drawn up in two counterparts, both with the validity of an original. Each of the Parties shall receive one counterpart.
5. This Contract shall enter into force and effect on the date it is signed by both Parties.

In Prague, dated

In _____ dated

On behalf of the Originator:

On behalf of the Recipient:

Tomáš Hebelka, MSc
Chief Executive Officer
STÁTNÍ TISKÁRNA CENIN, státní podnik

