

INVITATION FOR TENDER SUBMISSION

(hereinafter „Invitation“)

„Selection of Certification Authority for ISO 14298:2013 MANAGEMENT OF SECURITY PRINTING PROCESSES – GOVERNMENTAL LEVEL“

*This public contract is the **small – scale** public contract for **services** pursuant to Section 27 of Act No. 134/2016 Coll., on public contract, as amended (hereinafter referred to as the “Act”¹) and it is governed in accordance with Section 31 of the Act only by the principles of procurement in Section 6 of the Act. Other procedures in this public contract are not stipulated by the Act.*

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority:	STÁTNÍ TISKÁRNA CENIN, státní podnik
Registered office:	Prague 1, Růžová 6, House 943, Postal Code 110 00, Czech Republic
Business ID:	00001279
Statutory body:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Magdaléna Vyskočilová
E-mail:	vyskocilova.magdalena@stc.cz
Data box identifier:	hqe39ah

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

2. SUBJECT OF PUBLIC CONTRACT

2.1. The subject of this public contract is the commitment of the Contractor (herein after as well as the „Auditor“) to perform certification audits for the purpose of assurance of compliance with the valuables production process management system (governmental level) of the Client with the requirements of ISO 14298:2013 to obtain ISO 14298:2013 certification for MANAGEMENT OF SECURITY PRINTING PROCESSES – GOVERNMENTAL LEVEL (G) issued by the company INTERGRAF a.i.s.b.l. (hereinafter referred to as the “holder of the INTERGRAF certification mark”), consisting of the following activities:

- i. Performance of certification audits;

¹ Please find the English version of the Act under this link: https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-34_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.

- ii. Performance of 1 or 2 follow-up audits for the purpose of comparison of the current status of the valuables production process management system with the requirements of ISO 14298:2013 standard;
- iii. Evaluation of the activities performed pursuant to bullet point i. and ii. above herein and submission all necessary documents to the holder of the INTERGRAF certification mark which will be the basis for preparation and submission of an audit report on the found level of compliance of the valuables production process management system with the requirements of ISO 14298:2013 standard which will be issued by the holder of the INTERGRAF certification mark, including issue of a certificates with **3-year** validity period and its registration in the case of successful completion of the certification audits by the holder of the certification mark

(hereinafter also together as “**Activity**“ or “**Activities**”).

2.2. The Contracting Authority does not allow the Contractor to use subcontractors for providing and performing Activities.

2.3. Further definition of the subject of performance of this public contract is provided especially in Annex 1 hereof – “**Draft Contract**”.

2.4. 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 Invitation.

3. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV Code	Subject of the public contract
72225000-8	System quality assurance assessment and review services

4. ESTIMATED VALUE OF THE PUBLIC CONTRACT, MAXIMUM VALUE

The estimated value of the public contract is **71 400 EUR excluding VAT**. This set value cannot be exceeded by the Total Tender Price submitted in the tender.

If the estimated value was exceeded by a Contractor it constitutes a grounds for exclusion of such Contractor.

5. COMMENCEMENT OF THE PUBLIC CONTRACT

This public contract has been commenced upon publishing the Invitation on the electronic instrument E-ZAK https://mfcr.ezak.cz/profile_display_53.html.

6. PLACE AND TIME OF PERFORMANCE OF THE PUBLIC CONTRACT

6.1. Place of performance

The place of performance is at the following address:

- Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic
- Production Plant II – za Viaduktem 8, 170 00 Prague 7, Czech Republic

if nothing else derives from the nature of the specific activities (e.g. a remote audit).

The total number of employees in STC as of 20. 01. 2022 is **380**, and consists of:

- 320 employees in Production plant I;
- 60 employees in Production plant II.

6.2. Time of performance

Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in March/April 2022.**

6.3. Delivery dates

The **schedule** of fulfilment in the **performance of the certification audits and the follow-up audits** are specified in Annex 1 of the Draft Contract.

7. FORM OF PRESENTING THE TENDER PRICE

- 7.1. In its tender, the tender participant (hereinafter referred to as the “participant”) shall determine the tender price in its tender in **EUR excl. VAT, in the structure according to requirements** in Sec. IV (2) of the Draft Contract.

(hereinafter referred to as the “**tender price**”)

- 7.2. The tender price 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.
- 7.3. The Contracting Authority requests that the participants would state their tender prices with accuracy of two decimal places.
- 7.4. The participant is not entitled to make the offered tender price conditional to an additional condition.
- 7.5. The tender price, or any portion thereof, indicated in the tender as provided for under the present this Invitation, shall be a positive number. The Contracting Authority does not permit a zero price.

8. QUALIFICATION REQUIREMENTS

8.1. Basic Capacity

The Contractor shall submit in its tender the “**Affidavit on compliance with qualification**”. The sample of affidavit stated in Annex No. 2 hereof. This affidavit must not be older than **3 months as of the day of submission of the tender**.

8.2. Professional Qualification

7.2.1. The Contractor shall submit in its tender **a plain copy of an excerpt from the Commercial Register**, if registration in such records is required by a different legal regulation. The excerpt from the Commercial Register must not be older than **3 months as of the day of submission of the tender**.

7.2.2. The Contractor shall submit in its tender **a plain copy of accreditation/authorisation of the Contractor to provide Activities by the holder of the INTERGRAF certification mark, e.g. document proving a fulfilment of the Intergraf Certification Requirements in Governmental level in order to be the accredited/ authorised certification body, or any other document proving the accreditation/authorization**.

The above stated accreditation/authorization must be valid as of the day of tender submission and the Contractor is obliged to ensure this accreditation/authorization will be valid for whole period of the duration of the contract.

9. EXPLANATION AND ALTERATION OF TENDER CONDITIONS

9.1. The Contractor is entitled to request an explanation of the tender conditions from the Contracting Authority. The written request must be delivered to the Contracting Authority no later than 4 working days before the time limit for submission of tenders, via the data box of the Contracting Authority or via electronic instrument E-ZAK - https://mfcr.ezak.cz/profile_display_53.html:

9.2. The Contracting Authority shall publish the written explanation of the tender conditions including the accurate wording of the inquiry without the inquiring Contractor's identification within 2 working days from receipt of the Contractor's inquiry, at the Contracting Authority's profile / electronic instrument E-ZAK. If the Contractor does not send a request for an explanation of the tender conditions in time, the Contracting Authority is not obliged to provide an explanation of the tender conditions.

9.3. The Contracting Authority may also provide written clarification of this Invitation to the participants without a prior request.

9.4. The Contracting Authority may change the tender conditions before time limit for submissions of tender and at the same time shall extend adequately the time limit for the submissions of tender.

9.5. To comply with the principle of equal treatment of all participants, 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.

9.6. The Contracting Authority hereby emphasizes 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 contract 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.

- 9.7.** The Contracting Authority further emphasizes 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.**

10. EVALUATION CRITERIA, METHOD OF EVALUATION

10.1. Evaluation criteria

The basic evaluation criterion for the award of this public contract is the economic advantageousness of the tender.

The Contracting Authority sets out the following evaluation criteria based on which the economic advantageousness of tenders shall be assessed:

Nr.	Name of the Evaluation criteria	Weight in %
1	Total Tender Price in EUR excl. VAT in accordance with the Sec. IV (2) of the Draft Contract	100 %

10.2. Method of evaluation

The tenders will be ranked according to the **Total Tender Price** in EUR excl. VAT. The tender with the lowest total tender price will be evaluated as the most economically advantageous.

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 selection 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.

10.3. Equal Total Tender Price

The Contracting Authority stipulates that if more tenders with equal Total Tender Prices are submitted, the date and time of tender submission shall be decisive, and the Contracting Authority shall evaluate as more economically advantageous tender the tender which has been submitted sooner.

11. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

11.1. Business conditions and terms of payment

The payment and business terms and conditions are specified in the binding Draft Contract, which is Annex No. 1 hereof. The Draft Contract is binding upon the participant. The participant is only allowed to complete the Draft Contract with

information marked as incomplete .

The participant shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes.

12. COOPERATION BEFORE CONTRACT CONCLUSION (applies to the winner of the selection procedure)

12.1. Reliability of domestic VAT payers

12.1.1. The Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable tax payer 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”**.

12.1.2. 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. 11.2.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

12.2. Bank Confirmation on the Bank Account

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.

13. TENDER SUBMISSION CONDITIONS

13.1. 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.

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

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

14. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

14.1. The deadline for the tender submission shall end on **21.03.2022, 09:00 AM.**

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

14.3. **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.
- **In order 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>.
- the contracting authority states that it **is not required to sign the tender electronically.**

14.4. The Contracting Authority recommends using the following order of the documents in the submitted tender:

- a) Draft Contract including Annexes (Annex No. 1 hereof);
- b) Document proving the fulfilment of the qualification requirements pursuant to Art. 8 to this Invitation, arranged in the following order:
 - basic capacity,
 - professional capacity.

14.5. The participant is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the Invitation is for reference only and is intended to help the participant 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 participant will not be relieved from the responsibility for the incompleteness of the submitted tender by simply pointing out the incomplete list of documents.

15. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event. The opening of tenders will take place immediately after the time limit for submission of tenders.

16. RIGHTS OF THE CONTRACTING AUTHORITY

- 16.1.** The Contracting Authority reserves the right to evaluate the submitted tenders first. The assessment of the conditions of participation will take place only for the supplier selected on the basis of the evaluation criteria according to this Invitation.
- 16.2.** In accordance with the principle of transparency and others, the tender may not be changed after the time limit for submission of tenders, in particular in terms of the data relevant to the evaluation. The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the participants in their tenders before making the final decision on the selection of the best tender.
- 16.3.** The Contracting Authority reserves the right to exclude supplier, if the tender does not contain all the required conditions and documents, or the tender does not comply with the required subject of the public contract in terms of content.
- 16.4.** The Contracting Authority reserves the right, in case of exclusion of the selected supplier, to invite another supplier to conclude the Contract, in the order resulting from the result of the original evaluation of the tenders.
- 16.5.** The Contracting Authority is entitled to cancel this public contract, even without giving a reason, but no later than the conclusion of the Contract. The Contracting Authority shall inform all suppliers who have submitted a tender within the time limit for submission of tenders about the cancellation of the public contract within 3 working days.
- 16.6.** In case of cancellation of the public contract during the period for submission of tenders, the Contracting Authority send a notice of the cancellation of the public contract in the same way as this public contract was initiated.

16.7. The Contracting Authority shall not reimburse the participants for any costs incurred in connection with their participation in the tender.

16.8. The Contracting Authority shall notify its decision on the selection of the supplier to all suppliers who have submitted a tender, while reserves the right to publish at the same time data from the suppliers' tenders relevant to the evaluation to ensure the transparency of the duration of the public contract (specially for tender prices).

17. ANNEXES

Annex No. 1 – Draft Contract

Annex No. 2 – Affidavit on Compliance with Qualification

Prague, dated *as per the electronic signature*

.....
Ing. Ondřej Hyršl
Production Director
on behalf of

Tomáš Hebelka, MSc
Chief Executive Officer
on behalf of the Contracting Authority
STÁTNÍ TISKÁRNA CENIN, státní podnik

CONTRACT ON PROVISION OF ISO 14298:2013 CERTIFICATION RELATED SERVICES

made pursuant to Section 2652 to 2661 of Act No. 89/2012 Coll, the Civil Code, as amended (hereinafter “CC”) and pursuant to Section 27 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter “PPA”)

registered by the Client under Ref. No. [REDACTED]
registered by the Auditor under ref. [the Contractor to add ref number, if needed]
(hereinafter referred to as this “Contract”)

by and between:

Client: **STÁTNÍ TISKÁRNA CENIN, státní podnik**
with its registered office at Prague 1, Růžová 6, house No. 943, post code 110 00
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296, File no AXL 296
Acting through: **Tomáš Hebelka, MSc, CEO**
Business ID: 00001279
Tax ID: CZ00001279
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.
Account number: 200210010/2700
IBAN: CZ44 2700 0000 0002 0021 0010
SWIFT (BIC): BACX CZPP

(hereinafter the “Client”)

Auditor: [the Contractor to add its business name and further identification details]
With its registered office at [REDACTED]
Registered in [REDACTED] maintained by [REDACTED], [REDACTED]
Acting through: [REDACTED]
Business ID (RSIN): [REDACTED]
Bank details: [REDACTED]
Account number: [REDACTED]
IBAN: [REDACTED]
SWIFT (BIC): [REDACTED]

(hereinafter referred to as “Auditor”)

(hereinafter together the “(Contracting) Parties”)

Representatives authorised to act in contractual and economic matters:

For the Client: **Tomáš Hebelka, MSc, CEO**

For the Auditor: **[the Seller to add the authorised person's full name and the name of this person's position]**

Representatives authorised to act in material and technical matters:

For the Client: **Ing. Jiří Hříbal, Security Manager**

For the Auditor: **[the Seller to add the authorised person's full name and the name of this person's position]**

I.

INTRODUCTORY PROVISION

1. This Contract is executed on the basis of the result of a small-scale public tender titled **"Selection of Certification Authority for ISO 14298:2013 MANAGEMENT OF SECURITY PRINTING PROCESSES – GOVERNMENTAL LEVEL"**, with an Auditor meeting all tender conditions whose tender the tender of which was selected as economically the most advantageous in the given selection procedure. This Contract is further based on the Auditor's tender of **[the Contractor to add its tender submission date]**, the content of which is known to the Parties (hereinafter the **"Tender"**).
2. When interpreting the content of this Contract, the Contracting Parties are obliged to take into account the tender conditions and the purpose related to the selection procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.
3. The performance provided by the Auditor in accordance with this Contract cannot exceed maximum financial limit of 71 400 EUR for the entire duration of this Contract. If the Auditor is an entity liable for VAT registered in the Czech Republic, the amount according to the previous sentence means the amount excluding VAT.

II.

SUBJECT OF THE CONTRACT

1. The subject hereof is the **commitment of the Auditor to perform certification audits for the purpose of assurance of compliance with the valuables production process management system (governmental level) of the Client with the requirements of ISO 14298:2013 to obtain ISO 14298:2013 certification for MANAGEMENT OF SECURITY PRINTING PROCESSES – GOVERNMENTAL LEVEL (G) issued by the company INTERGRAF a.i.s.b.l. (hereinafter referred to as the "holder of the INTERGRAF certification mark")**, consisting of the following activities:
 - i. Performance of certification audits;
 - ii. Performance of 1 or 2 follow-up audits for the purpose of comparison of the current status of the valuables production process management system with the requirements of ISO 14298:2013 standard;
 - iii. Evaluation of the activities performed pursuant to bullet point i. and ii. above herein and submission all necessary documents to the holder of the INTERGRAF certification mark which will be the basis for preparation and submission of an audit report on the found level of compliance of the valuables production process management system with the requirements of ISO 14298:2013 standard which will be issued by the holder of the INTERGRAF

certification mark, including issue of a certificates with **3-year** validity period and its registration in the case of successful completion of the certification audits by the holder of the certification mark.

All carried out in accordance with the conditions set out hereof and in the Annex 1 hereto forming an integral part hereof and according to the schedule specified in Art. III, paragraph 1 hereof.

(hereinafter also together as “**Activity**“ or “**Activities**”).

2. The Auditor hereby claims to be competent to perform the subject hereof within its full scope, especially to hold for whole period of the duration of the Contract the relevant trade certificates covering the whole subject of the Auditor’s performance pursuant hereto (Intergraf’s authorised certification body). The Auditor is obliged to inform the Client about the loss of his certification immediately. If the Auditor loses certification during the audit, the auditor must also immediately cease all his activities. The Auditor further agrees to perform the subject hereof in compliance with all applicable valid and effective legislation and regulation of the holder of the INTERGRAF certification mark. The audits must be performed in accordance with ISO 19011: 2019: Guidelines for auditing management systems.
3. The Auditor is responsible for the quality of the performed Activities pursuant to the applicable legislation relevant for the subject hereof.
4. If the output of the supply pursuant hereto includes any documents of the nature of authorial work directly related to the subject hereof and compiled in the course of the effectiveness period hereof in direct relation to the implementation hereof then the Auditor hereby grants to the Client an exclusive and non-transferable licence for unlimited use of those documents by the moment of their provision to the Client. The licence fees are included in the remuneration pursuant to Art. III below herein.
5. The Client hereby agrees to provide to the Auditor the necessary assistance and cooperation, at least in the contracted scope, and pay the agreed remuneration to the Auditor for its duly and timely performed services in the amount and in the manner pursuant to Art. IV below herein.
6. The Auditor is responsible to send each documents/report of the completed audits to the holder of the INTERGRAF certification mark together with a positive or negative advice and in such a way that the holder of the INTERGRAF certification mark can meet the performance deadlines set out in Art. III herein. The audit reports are amended by the holder of the INTERGRAF certification mark and then send to the Client. This also accounts for the issuance of the certificates and the holder of the INTERGRAF certification mark will issue the certificate based on positive advice of the Auditor.
7. The Client is obliged to acknowledge every delivery of the document from the holder of the INTERGRAF certification mark (as audit reports or certificates) to the Auditor’s e-mail address **[the Contractor to add its e mail address]** without any delay.
8. The Contracting Parties agreed that in the event of the existence of objective circumstances preventing a performance of audits or its evaluation in person (eg anti-epidemic measures), the Contractual Parties may agree to carry out a remote (on-line) audit or its evaluation.

III.

AUDIT PLAN AND SCHEDULE

1. The **schedule** of fulfilment of contractual liabilities of the Contracting Parties in the **performance of the certification audits and the follow-up audits** are specified in Annex 1 hereto.
2. Client's facilities where the certification audits will be implemented include:
 - Production Plant I – Růžová 6, House No.943, 110 00 Prague 1, Czech Republic.
 - Production Plant II – Za Viaduktem 8, 170 00 Prague 7, Czech Republic.
3. Every certification audit will be performed on the particular date agreed between the Client and the Auditor on the basis of the date options submitted by the Auditor to the Client at least a month in advance in writing. The Certification audit dates shall be based exclusively on mutual agreement between the Contracting Parties.
4. The Auditor shall be liable to perform the Activities pursuant to Art. II paragraph 1 exclusively by the individuals specified in its Tender, replacement of whom shall be subject to prior consent of the Client. The Client shall however not be entitled to withhold such consent without serious reasons. In the case of the Activity performance by other persons the Auditor shall be liable for the performance as if its own.

IV.

PRICE AND PAYMENT TERMS

1. The Auditor shall be entitled for remuneration for the Activity pursuant to Art. II paragraph 1 above herein pursuant to paragraph 2 below herein.
2. The remuneration has been specified by agreement between the Contracting Parties based on the Auditor's Tender and amounts, VAT exclusive:

EUR [the Contractor to add the final price for the Subject of the Contract]
(in words: **[the Contractor to add the verbal expression of final price for this part of Subject of the Contract]** EUR),

and consists of:

- a) Remuneration in the amount of EUR **[the Contractor to add numerical expression of the price of this Activity]** exclusive of VAT for the **1st follow-up audit of production plant I** and for **certification audit of production plant II**;
- b) Remuneration in the amount of EUR **[the Contractor to add the numerical expression of price of this Activity]** exclusive of VAT for the **2nd follow-up audit of production plant I** and for **1st follow-up audit of production plant II**;
- c) Remuneration in the amount of EUR **[the Contractor to add the numerical expression of price of this Activity]** exclusive of VAT for **certification audit of production plants I and II**;
- d) Remuneration in the amount of EUR **[the Contractor to add the numerical expression of price of this Activity]** exclusive of VAT for **1st follow-up audit of production plants I and II**;
- e) Remuneration in the amount of EUR **[the Contractor to add the numerical expression of price of this Activity]** exclusive of VAT for **2nd follow-up audit of production plants I and II**.

The price according to the paragraph 2 of this Article is maximal and final and includes all costs directly linked to audit activities of the Auditor. Any administrative costs encountered between the holder of the INTERGRAF certification mark, and the Client are not part of the remuneration stated in this paragraph. In the case that the Auditor can not complete Activity due to his inability or lost of certification it is entitled only to the purposefully incurred costs of the activities performed.

3. The Client does not provide the Auditor with any advance payments for the remuneration.
4. If the Auditor is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
5. The date of taxable supply for payment of the remuneration pursuant to Art. IV paragraph 2 letter a) – e) herein shall be the date of the submission of relevant documents with evaluation of the audit in the sense of Art. II paragraph 1 bullet point iii) hereof by the Auditor to the holder of the INTERGRAF certification mark.
6. The Auditor's right to issue the tax invoice for subject matter of the contract pursuant to Art. II paragraph 2 hereof shall be constituted within 14 calendar days from submission of the documents with evaluation of the audit in the sense of Art. II paragraph 2 bullet point iii) hereof by the Auditor to the holder of the INTERGRAF certification mark. The written evidence of a verifiable submission of documents with evaluation of the audit by the Auditor to the holder of the INTERGRAF certification mark will be attached to the tax invoice (invoice) issued by the Auditor and confirmed by the holder of the INTERGRAF certification mark.
7. The tax invoice must include all appurtenances of a tax document including the Client's contract number. In the case of an incomplete tax invoice the Client shall be entitled to return the invoice before its payment deadline to the Auditor for completion without being in delay with the payment; a new payment deadline shall start from the date of re-delivery of the corrected or completed tax invoice to the Client.
8. The payment deadline of the tax invoice shall be 30 calendar days from the date of its issue. The Auditor shall deliver the tax invoice electronically to the email address of the Client podatelna@stc.cz. Payment for the purpose hereof shall be the date of crediting of the relevant amount to the Auditor's bank account specified in the header hereof.

V.

CERTIFICATION MARK

In the case of successful certification pursuant to Art. II paragraph 1 hereof and receipt of the relevant certificate by the Client the Client shall be entitled to begin to use the INTERGRAF certification mark provided to the Client together with the certificates.

VI.

PENALTIES

1. In the case of the Auditor's delay in fulfilment of the schedule, i.e. any milestone pursuant to Annex 1 hereto, including any milestone subsequently agreed between the Parties, the Client shall charge a contractual penalty in the amount of EUR 100 for each commenced day of the delay.
2. In the case of the Auditor's breach of the confidentiality clause pursuant to Art. VI herein the Client shall charge a contractual penalty in the amount of EUR 11,800 for each individual case of the breach, without prejudice to its right for damage compensation.

3. In the case of the Auditor's breach of the obligation resulting from Art. IX paragraph 9 hereof, the Auditor is obliged to pay a contractual penalty in the amount of EUR 100 for each commenced day of such a violation.
4. Payment for the contractual penalty does not exonerate the Auditor of its duty to meet the obligations under this Contract.
5. In the case of the Client's delay in payment of the price specified in a duly issued and delivered tax invoice the Auditor shall charge a delay interest pursuant to Government Regulation No. 351/2013 Coll, laying down delay interest and costs of receivable enforcement, remuneration for the liquidator, the receiver and the member of the legal entity body appointed by a court of justice and covering certain questions of the Business Journal and public registers of legal entities and natural persons.
6. Claiming the contractual penalty (delay interest) is without prejudice to the right to compensation of any damage suffered in the full extent.
7. The contractual penalty (delay interest) is payable within 30 calendar days from the date of delivery of the contractual (delay interest) penalty billing to the obliged party.

VII.

CONFIDENTIALITY CLAUSE

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 relating to entering into this Contract and its content. This does not apply if the information is disclosed to the employees of the contracting party for the purpose of implementation hereof on the need-to-know basis, or to other individuals (information processors) involved in implementation hereof, under the same terms as laid down for the Parties hereto and always within the minimum scope necessary for due fulfilment hereof.
2. The Contracting Parties are liable to assure compliance with the liability pursuant to this Article of all individuals to whom the non-public information is disclosed pursuant to the previous sentence. 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. In this regard, the Parties undertake:
 - a) Not to disclose confidential information to any third party;
 - b) Ensure that the confidential information is not disclosed to third parties;
 - c) Secure the data in any form, including their copies, which include confidential information, against third party abuse and loss.
5. The obligation to protect confidential information does not apply to the following cases:
 - a) The respective Contracting Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the Contracting 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 Contracting 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 audit at one of the contracting parties based on authorization specified in applicable legal regulations.
6. The Party undertakes, 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.
7. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction in request of the other Party in writing.
8. In case that either of the Contracting 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 unauthorized party, they shall be bound to inform the other Contracting Party of such a fact without undue delay.
9. 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 Contracting Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Contracting Parties.

VIII.

TERM AND TERMINATION

1. This contract shall expire on the day of fulfilment of the last contractual liability.
2. Before this day this contract may be terminated in writing:
 - a) By mutual agreement of the Parties on the basis of their joint will.
 - b) By written termination notice served by either Party without stating any reasons.
 - c) By contract withdrawal in the sense of Section 2001 et seq. of the CC.

The Parties agree that the following shall be considered as fundamental breach of contract:

- i. The Auditor has not performed any Activity, not even within an alternative deadline provided by the Client after elapse of the initial agreed deadline for the Activity implementation, which must be at least 15 calendar days;
- ii. The Client has not provided assistance to the Auditor, not even within an alternative deadline provided by the Auditor after elapse of the initial agreed deadline for the assistance provision, which must be at least 15 calendar days;
- iii. The Auditor has breached of the obligation resulting from Art. IX paragraph 8 or 9 hereof;
- iv. The Auditor has lost his certification according to the Art. II paragraph 2 hereof and is unable to perform subject of hereof within its full scope.

The contracting parties shall be entitled to withdraw from this Contract by written notice in the case of substantial breach hereof by the other Party if the breaching party does not discontinue the breaching activity or activity in conflict herewith despite a written notification on the breach from the non-defaulting party.

3. Either Contracting Party is further entitled to withdraw from this Contract if the other Contracting Party is in liquidation or its assets are the subject matter of bankruptcy proceedings in which a bankruptcy or a composition decision has been rejected for lack of adequate assets to cover the costs of the bankruptcy proceedings or the bankruptcy proceedings have been cancelled because the assets were inadequate or receivership was instituted according to special legislation.
4. The legal effects of the withdrawal from this Contract shall occur on the day of delivery of written notice to the other Contracting Party. The notice of withdrawal must be sent by registered mail.
5. The notice period in case of withdrawal by either Party shall be 2 months starting from the first day of the calendar month following after the month in which the withdrawal notice was delivered to the other Party. The notice must be sent by registered mail. The Contracting Parties hereby agree that their liabilities pursuant hereto shall apply until the end of the notice period.
6. The termination of this Contract does not affect the provisions regarding the contractual penalties, damages, and provisions regarding such rights and duties, from the nature of which it ensures that they prevail even after the termination of this Contract.

IX.

FINAL PROVISIONS

1. This Contract shall become valid on the day of its execution by both Parties and effective on the day of its publication in the Register of Contracts.
2. The Parties agree that in accordance with Section 219(1)(d) of the PPA, the Contract will 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). The Client shall arrange for the publication.
3. This Contract may be amended or supplemented only through written and consecutively numbered annexes, following an agreement between both contracting parties.
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 contracting parties confirm by their signatures that all the assurances and documents hereunder are true, valid and legally enforceable.
5. This Contract replaces all previous agreements between the Parties made before the date of execution hereof. This Contract and its interpretation shall be governed by the currently valid Czech legislation. The Parties have agreed that all disputes that might follow from this Contract shall be settled by their mutual agreement as the primary method of dispute settlement. If no amicable agreement can be reached in 60 days (or within another deadline agreed between the Parties) then the contract-based dispute shall be submitted for final settlement to the competent Czech courts of justice.
6. In the event that any of the provisions of this Contract is or becomes invalid, void or unenforceable or shall be found to be such by a competent body, the rest of the provisions of this Contract shall remain valid and in force unless from the nature of such provision or

its content or circumstances under which it was concluded it ensures that it cannot be separated from the content hereof. The Parties undertake that they shall replace the invalid, ineffective or unenforceable provision hereof with a provision, which in terms of content and meaning best corresponds to the initial provision and purpose of this Contract.

7. The Auditor as well as the Client are liable to keep confidential all facts, data and information concerning the other Party of the nature of business secret learned in the context of implementation hereof. The Auditor and the Client hereby agree not to disclose this information and not to provide this information in any other manner to any third party and to provide for its adequate protection and confidentiality.
8. The Auditor 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 Client in a reliable and verifiable manner learns that the Auditor has violated or violate Rights, and the Auditor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Art. VIII paragraph 2 point iii) hereof.
9. The Auditor 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 Auditor is required to submit to Client an affidavit of compliance with this obligation always together with the tax document (invoice) issued in accordance with Article VI of this Contract.
10. The Auditor hereby agrees that the Client is liable to provide information on third party request pursuant to Act no 106/1999 Coll., on free access to information, as amended, and agrees with this requested disclosure of the Contract information to the requesting third parties.
11. This Contract has been made in 2 (two) counterparts with the validity of an original in the English language, of which the Client and the Auditor shall each receive one copy.
12. The Parties declare that they have read the Contract, agree with the contents herein, and declare that it was executed certainly, comprehensibly, on the basis of their true, free and solemn will, without duress on any of the Parties. In witness whereof they append their signatures below.
13. The following annexes are integral parts hereof:
Annex 1 - Schedule for Activity implementation

In Prague, dated

In [•] dated

For the Client:

For the Auditor:

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

[the Contractor to add the authorised person's full name]

[the Contractor to add the positions of the person signing this Contract]

[the Contractor to add its name]

SCHEDULE FOR ACTIVITY IMPLEMENTATION

1. The first follow-up audit of the production plant I on the spot in order to verify the maintenance and functionality of the implemented management system:
 - **Until November 2022**
2. A Presentation of the first follow-up audit results of the production plant I to the Client by the Auditor:
 - **the last day of the on-the-spot audit.**
3. The written summary audit report submission from the first follow-up audit of the production plant I:
 - **in 21 business days after the completion date of the first follow-up audit of the production plant I on the spot.**
4. A Recertification audit of the production plant II on the spot:
 - **Until November 2022**
5. A Presentation of the recertification audit results of the production plant II to the Client by the Auditor:
 - **the last day of the on-the-spot audit.**
6. The written summary audit report submission from the recertification audit of the production plant II:
 - **in 21 business days after the completion date of the recertification audit of the production plant II on the spot**
7. The second follow-up audit of the production plant I on the spot in order to verify the maintenance and functionality of the implemented management system:
 - **in 12 months after the completion date of the first follow-up audit of the production plant I (until November 2023)**
8. A Presentation of the second follow-up audit results of the production plant I to the Client by the Auditor:
 - **the last day of the on-the-spot audit.**
9. The written summary audit report submission from the second follow-up audit of the production plant I:
 - **in 21 business days after the completion date of the second follow-up audit production plant I on the spot.**
10. The first follow-up audit of the production plant II on the spot in order to verify the maintenance and functionality of the implemented management system:
 - **in 12 months after the completion date of the recertification audit of the production plant II (until November 2023)**
11. A Presentation of the first follow-up audit results of the production plant II to the Client by the Auditor:

- **the last day of the on-the-spot audit.**
12. The summary written audit report submission from the first follow-up audit of the production plant II:
- **in 21 business days after the completion date of the first follow-up audit production plant II on the spot**
13. A Recertification audits of the production plants I and II on the spot:
- **September 2024**
14. A Presentation of the recertification audits results of the production plants I and II to the Client by the Auditor:
- **the last day of the on-the-spot audit**
15. The written summary audit report submission from the recertification audits of the production plants I and II:
- **in 21 business days after the completion date of the recertification audits of the production plants I and II on the spot.**
16. The first follow-up audits of the production plants I and II on the spot in order to verify the maintenance and functionality of the implemented management system:
- **in 12 months after the completion date of the recertification audits of the production plants I and II (until November 2025)**
17. A Presentation of the results of the first follow-up audits of the production plants I and II to the Client by the Auditor:
- **the last day of the on-the-spot audit.**
18. The written summary audit report submission from the first follow-up audits of the production plants I and II:
- **in 21 business days after the completion date of the first follow-up audits production plants I and II on the spot.**
19. The second follow-up audits of the production plants I and II on the spot in order to verify the maintenance and functionality of the implemented management system:
- **in 24 months after the completion date of the recertification audits of the production plants I and II (until November 2026)**
20. A Presentation of the results of the second follow-up audits of the production plants I and II to the Client by the Auditor:
- **the last day of the on-the-spot audit**
21. The written summary audit report submission from the second follow-up audits of the production plants I and II:
- **in 21 business days after the completion date of the second follow-up audits production plants I and II on the spot.**

AFFIDAVIT ON COMPLIANCE WITH QUALIFICATION

Public Procurement Name:

„Selection of Certification Authority for ISO 14298:2013 MANAGEMENT OF SECURITY PRINTING PROCESSES – GOVERNMENTAL LEVEL“

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, pursuant to Art. 8.1 to Invitation for tender submission, **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 No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as 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.