

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

STÁTNÍ TISKÁRNA CENIN, státní podnik holds ISO 14298 (Management of Security Printing Processes), ISO/IEC 27001 (Information Security Management), ISO 9001(Quality Management System), ISO 14001 (Environmental Management System), ISO 45001 (Health and Safety Management Standard – HSE)



TENDER DOCUMENTATION

(hereinafter "TD")

for the purpose of processing tenders for supplies contract to be awarded in over-threshold regime in an open procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "Act"¹)

Production and Supply of Self-adhesive Paper for EU Visa Production

Výroba a dodávky samolepicího papíru pro víza EU

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, 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
Contracting Authority 's profile / electronic tool:	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 begins in accordance with Section 56 (1) of the Act upon sending of the Notice of the Tender Procedure Commencement to the Official Public Procurement Journal in accordance with the Sec. 212 of the Act.

3. SUBJECT OF THE PUBLIC PROCUREMENT

3.1. The subject of this public contract is the Contractor's obligation to produce and supply the Client with self-adhesive paper for EU visa (hereinafter referred to as "**Goods**" or "**paper**"), which must

- i. meet the technical specification requirements arising from EU requirements, namely Commission Implementing Decision C (2018) 674 dated 12 February 2018 and Regulation 2017/1370 of the European Parliament and of the European Council dated 4 July 2017 (hereinafter collectively referred to as “**European Legislation**”), and further
- ii. correspond with the Client's technical specifications beyond the framework of European Legislation specified in Annex No. 1 to Draft Contract (hereinafter referred to as the “**Draft Contract**”),

according to the Buyer's current needs and enable the Client to acquire ownership of the delivered Goods.

3.2. Further definition of the subject of performance of this public contract is provided especially in Annex 1 hereof.

3.3. 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.

3.4. 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 TD.

3.5. Classification of the subject of the Public Contract

CPV code	Subject of the public contract
30197630-1	Printing paper

4. ESTIMATED VALUE OF THE PUBLIC CONTRACT AND RESERVED CHANGES TO OBLIGATIONS

The estimated value of this Public Contract including the reserved changes to obligations is **350 000 EUR excl. VAT**.

In accordance with the provision of Section 100 (1) of the Act, the Contracting Authority reserves the right to invite the Contractor to provide performance up to the financial amount of 350 000 EUR excl. VAT. In this way, the Contracting Authority responds to the possibility of increased demand for EU visas and other related documents during the performance of the Public Contract. The estimated value of the reserved changes to obligations is **170 000 EUR excl. VAT**.

The estimated value of this Public Contract without reserved changes to obligations is **180 000 EUR excl. VAT**.

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 price **in EUR** in the **Art. V of the Draft Contract** in a structure as required in the Draft Contract and shall also fill in Annex No. 5 (Evaluation model) to this TD according to the instructions stated in this Annex. Contractor shall fill in all yellow parts with non-zero prices, with a precision of two decimal points.

The prices (per unit of measurement) filled in to the Draft Contract must be identical to the prices filled in to the Annex No. 5 to this TD (hereinafter referred to as the **“tender price”**).

6.2. The tender price shall be specified as the maximum acceptable price, including 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 participants would 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: **Prague, Czech Republic**, specifically:

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 April to July 2023 (with regard to the duration of the procurement procedure, especially testing of samples according to the art. 15.4 hereof).**
- 8.2.** Period of Performance of the Public Contract:
- **binding delivery terms are determined in 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 86(2) of the Act, for purpose of tender submitting, the Contractor may substitute the submission of the documents regarding the basic capacity in pursuant to Sec. 74 of the Act with a statutory declaration. The Contractor may use the sample affidavit stated in Annex 3a to this TD (Affidavit on compliance with the basic capacity).

The Contractor is required to submit documents regarding the professional capacity pursuant to Sec. 77 of the Act and the technical qualification pursuant to Sec. 79 of the Act in compliance with the requirements stated in this TD.

Pursuant to the provisions of Section 87 of the Act the Contractor may also prove compliance with the qualification requirements by submission of the unified European certificate of compliance for public procurement purposes.

Pursuant to the provision of Section 122(3) of the Act, the selected Contractor (i.e. the winner) shall submit the electronic originals or electronic notarised copies of the documents prior to signing the contract, unless they have been submitted in the tender procedure.

The means of proof for basic capacity pursuant to Section 74 of the Act and professional capacity pursuant to Section 77(1) of the Act must show compliance with the required qualification criterion at the latest 3 months BEFORE THE DATE THE TENDER PROCEDURE IS COMMENCED.

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 3a 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 or request for participation 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 or request for participation 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 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 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 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 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 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 8.2.1 (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 participant 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 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 regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement regarding the 9.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 9.2.1 (d) of this TD.

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

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

the Contractor shall be required to prove basic capacity requirements **in relation to the country of the Contractor's registered seat** in

accordance with the Sec. 81 of the Act by submitting documents issued in accordance with the laws of the country where they were obtained, to the extent required by the Contracting Authority.

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

9.3. Professional capacity

Compliance with the professional capacity pursuant to the provision of Section 77(1) of the Act shall be proved by the Contractor submitting **a 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 1 significant supply** completed by the Contractor during the **last 3 years before the commencement of the procurement procedure**, including the periods of performance of the supplies and the client's identification data.

- **As a significant supply**, the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this public contract, that means **production and supply of self-adhesive paper for EU Visa which meets European Legislation, in the minimum amount of 600 000 sheets per decisive period to maximum three clients.**

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:

- a) name of the contractor who provided the performance (could be the Contractor or a Subcontractor),
- b) name of the client the contract was performed for,
- c) period of performance (in details of months),
- d) scope of performance (subject),
- e) delivered amount of sheets per the period,
- f) 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. Technical requirements with respect for performance of the subject matter of the Public Contract:

- a) **Quality management**
- b) **Environmental management**
- c) **Occupational health and safety management**

Minimal level for the qualification fulfilment proving:

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

Manner of fulfilling – ad (a):

- 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

Manner of fulfilling – ad (b):

- by submitting a valid certificate of “ISO 14001 – Environmental management”, 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 system of environmental management

Manner of fulfilling – ad (c):

- by submitting a valid certificate of “ISO 45001 - Occupational health and safety management systems“, 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 system of occupational health and safety management

9.4.3. 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. 2 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 a 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

- 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.

To verify a fulfilment of these requirements the Contracting Authority shall perform a security audit of the supplier, whereas conditions of its performing are stated **in the Draft Contract and the Annex 2 of the Draft Contract.**

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**

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.

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 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 capacity pursuant to Section 77(1) of the Act (Commercial Register) 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 capacity 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) above 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) (*if required*) relating to such person, the document under paragraph (d) above 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 participants specify in their tenders any parts of the public contract they intend to assign to one or more subcontractors.

In their tender, the participant 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 financial amount

dedicated to the public contract (Annex 4 to this TD).

If the participant 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 participant may submit one tender under the tender procedure only

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

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

10. EVALUATION CRITERIA, METHOD OF EVALUATION

10.1. Evaluation Criteria

In accordance with Section 114 (1) of the Act, the basic evaluation criterion for the award of this public contract is the economic advantageousness of the tender.

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

Evaluation sub-criterion		Weight in %
A	Total tender price in EUR excl. VAT in accordance with the Annex 5 hereof	100%

10.2.1. 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 tender price prepared in accordance with the Annex 5 hereof (hereinafter the “**Total tender price**”).

The Contracting Authority notifies the Contractor that the quantity specified in Annex No. 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.

10.3. 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 (Annex 1 to the TD).
- 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.
- 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://mfc.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: vyskocilova.magdalena@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 participants without a prior request.
- 13.4. 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://mfc.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. This TD is binding for Contractors.

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.

The Contractor is obliged to submit an affidavit of this fact as part of his tender (Annex No. 7 of this TD).

14.4. Sanctions in connection with Russian aggression on the territory of Ukraine

Especially in connection with:

- Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's action destabilising the situation in Ukraine, pursuant to Council Regulation (EU) No. 2022/576 of 8 April 2022;
- and Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended, Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus, as amended, including the current annexes of all these regulations;

the Contractor is obliged to submit an affidavit of this fact as part of his tender (Annex No. 8 of this TD).

15. CONDITIONS FOR CONTRACT CONCLUSION (applies for the winner of the 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 2 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. Testing of samples

15.4.1. In accordance with the Sec. 104 (b) of the Act, before signing the contract, the Contracting Authority **reserves the right to run a test.**

15.4.2. Due to principle of economy the Contracting Authority states that the obligation

to submit and test samples is for every supplier, whose samples have not already been tested with satisfactory results, i.e., with the outcome, that the samples complied to the requested requirements, by the Contracting Authority in the last **two years** from the date of commencement of the tender procedure.

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 9 hereof.

- 15.4.3.** The selected Contractor shall submit to the Contracting Authority the required samples in **10 weeks** at the latest from receipt of the request of the Contracting Authority 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.
- 15.4.4.** The Contracting Authority shall test the submitted sample by the procedure pursuant to Annex 9 to this TD. The purpose of the test will be verification of compliance of the sample with the technical specification and other tender conditions including verification of compliance of the sample with the European Legislation. The sample shall not be returned to the Contractor.
- 15.4.5.** The Contracting Authority notifies, that this test of samples shall take place approximately **8 weeks**.
- 15.4.6.** 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.

15.5. Reliability of domestic VAT payers

- 15.5.1.** 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.

Proof of compliance with this requirement will be in accordance with Section 39(5) of the Act. provided by the Contracting Authority namely by creating an export or print screen of an extract from the register of VAT payers from the database published by the tax administrator in a way that allows remote access. The account number, filled in by the Contractor in the Draft Contract, in accordance with the requirement stated in Art. 11.2 of this TD, must be the same as the account number stated in the register of VAT payers.

- 15.5.2.** 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. 14.3.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

15.6. 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.

15.7. 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 with the subject of third-party damage liability insurance of the Contractor in accordance with Art. XIII (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 07.02.2023 in 09:00 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”).

- **Registration to the electronic instrument:**
 - **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://mfc.ezak.cz/test_index.html.
- Detailed instructions on how to use the electronic instrument are available in the “user’s manual” available at: <https://mfc.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 (Annex 3a to this TD),**
 - **professional capacity,**
 - **technical qualification (Annex 3b and 3c to this TD).**
- **List of sub-contractors (Annex No. 4 to this TD)**
- **Completed evaluation model (Annex No. 5 to this TD)**

- **Affidavits according to Annex 7 and 8 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.

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 – Affidavit on Conflict of Interests
- Annex 8 – Affidavit on Applied Sanctions
- Annex 9 – Testing

Prague, dated *as per the electronic signature*

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

FRAMEWORK AGREEMENT FOR THE PRODUCTION AND SUPPLY OF SELF-ADHESIVE PAPER FOR EU VISA

registered by the Buyer under No. 050/OS/2022
registered by the Seller under No. [the Participant may add its internal number of contract or not
add any]

(hereinafter referred to as "this Framework Agreement")

made pursuant to the provision of Section 56 of the Act No. 134/2016 Coll., on public
procurement, as amended (hereinafter referred to as the "PPA")
and
pursuant to Section 1746 (2) et seq. 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

(hereinafter referred to as the "**Buyer**")

and

[the Participant 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: []

(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: **[the Participant to add the authorised person's full name and the name of this person's position]**

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Buyer: **Libor Šoch, DiS.**, Purchasing and Logistics Department
e-mail: Soch.Libor@stc.cz
tel. 236 031 397

Ing. Ondřej Hyršl, Production director
e-mail: Hyrsl.Ondrej@stc.cz
tel.: 236 031 383

On behalf of the Seller: **[the Participant to add the authorised person's full name and the name of this person's position]**
e-mail: [•]
tel.: [•]

I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is concluded on the basis of the results of an over-threshold open tender procedure within the meaning of Section 56 of the PPA for the public contract entitled "*Production and Supply of Self-adhesive Paper for EU Visa Production*" hereinafter referred to as the "**tender procedure**"). The basis for this Framework Agreement is also the Seller's tender for the tender procedure submitted on **[the Participant 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 Framework Agreement, 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.
3. This Framework Agreement 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 FRAMEWORK AGREEMENT

1. The subject matter of this Framework Agreement is **the Seller's obligation to produce and supply the Buyer with self-adhesive paper for EU visa** (hereinafter referred to as "**Goods**" or "**paper**"), which must
 - i. meet the technical specification requirements arising from EU requirements, namely **Commission Implementing Decision C (2018) 674 dated 12 February 2018 and Regulation 2017/1370 of the European Parliament and of the European Council dated 4 July 2017** (hereinafter collectively referred to as "**European Legislation**"), and further

- ii. correspond with the Buyer's technical specifications beyond the framework of European Legislation specified in Annex No. 1 hereto,

according to the Buyer's current needs and enable the Buyer to acquire ownership of the delivered Goods.

2. The Buyer undertakes to accept the Goods, duly and timely delivered as regards the required quantity and type of the Goods, on the required delivery dates, and to pay for the Goods the price agreed herein.

III. ORDERS

1. 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.
2. As a minimum requirement, an order shall contain the following details:
 - a) 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.

3. The order shall be sent to the Seller electronically to the Seller's e-mail address [the Participant to add its e-mail address].
4. The Seller is obliged to confirm the receipt of this partial order in writing within 2 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.
5. 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.
6. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
7. 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.
8. 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.

9. The Buyer undertakes to accept the Goods, duly and timely delivered as regards the required quantity and type of the Goods, on the required delivery dates, and to pay for the Goods the price agreed herein.

IV. DELIVERY DATE AND PLACE OF PERFORMANCE, DELIVERY CONDITIONS

1. The Seller is obliged to deliver the Goods to the Buyer within the date specified in the relevant order. **The delivery date will be specified in the relevant order according to the Buyer's needs in the range of 10 to 12 weeks from the date the order reaches the Seller.**
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) identification data of the Seller and the Buyer,
 - b) the number and date of issue of the Delivery Note,
 - c) the order number and position/serial number according to the order;
 - d) contract number (if stated in the order);
 - e) material code according to IS in STC format;
 - f) the number of the supplied units and unit of measure;
 - g) item name.
3. The place of performance shall be the factory of the Buyer at the address:
 - **Production Plant I – Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic.**
 4. The Seller shall arrange for the transportation of the Goods to the place of performance at its own expense and risk in accordance with Incoterms 2020, DAP.
 5. 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.
 6. The Seller shall notify the Buyer to the e-mail address: purchasing@stc.cz and to the e-mail address specified in the order the expected date and time when the Goods will be delivered to the Buyer's address, at least 3 (three) working days before the day of dispatch from the Seller's plant. The Seller shall immediately inform the Buyer about expected failure to arrive on time in order to solve this situation. The Buyer shall confirm this information to the Seller.
 7. 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.
 8. 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.

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 Framework Agreement, and to pay the Seller the price of deliveries of the Goods.
10. The ownership title to the Goods supplied on the basis of this Framework Agreement 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 deliveries of Goods in **EUR excluding VAT** is determined on the basis of the really realised performance according to a specific partial contract and the unit prices listed below (hereinafter referred to as the “**delivery price**”). The unit prices are the maximum prices that shall not be exceeded. The unit prices for 1000 sheets of paper are in the individual quantity ranges as follows:

Quantity	Price per m ²	Price per 1,000 sheets
0 – 22 000 sheets	☐ EUR excl. VAT	☐ EUR excl. VAT
22 001 – 30 000 sheets	☐ EUR excl. VAT	☐ EUR excl. VAT
30 001 – 37 000 sheets	☐ EUR excl. VAT	☐ EUR excl. VAT
37 001 – 45 000 sheets	☐ EUR excl. VAT	☐ EUR excl. VAT
45 001 – more sheets	☐ EUR excl. VAT	☐ EUR excl. VAT

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.

2. The delivery price also includes any related cost, especially any cost of package and transportation of the Goods to the Buyer to the place of performance according to Article IV paragraph 3 hereof and any cost of waste disposal.

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 essentials of a proper tax document laid down by the applicable legal regulations and this Framework Agreement. Each tax document (invoice) must include a copy of the confirmed Delivery Note relating to the executed delivery. The Seller shall issue a separate tax document (invoice) for each delivery of Goods.

5. 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 podatelna@stc.cz. For the purposes of this Framework Agreement, an invoice shall be deemed made once the respective amounts are debited from the Buyer's account.
6. If a tax document (invoice) issued by the Seller does not contain any of the essentials, or contains incorrect or incomplete information, the Buyer is entitled to return such a tax document (invoice) to the Seller for a revision. If the above is the case, the Buyer must indicate the reason for returning the tax document (invoice). The maturity term of the new (corrected) tax document (invoice) shall start on the date of its demonstrable delivery to the Buyer.
7. 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 and applicable (paragraphs 8 to 11 of this Article).
8. The Seller declares that in the moment of conclusion of the Framework Agreement 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 Framework Agreement 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 the Buyer, a recipient of the taxable performance, within two working days of it 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 the Framework Agreement, 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 the Framework Agreement.
9. The Seller undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Framework Agreement shall be published and accessible from the date of signing of this Framework Agreement until its expiry in accordance with Section 98 VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 98 VATA. In the case Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Seller undertakes to immediately, within two working days of it 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, notify this to the Buyer along with the date on which this circumstance arose.
10. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from the 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 tax document (invoice) issued by the given Seller to the competent revenue authority and do so according to Sections 109 and 109a VATA.
11. By payment of the VAT into the account of the tax authority, the Seller's receivable from the Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Framework Agreement. At the same time, the Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.

[Before concluding the Framework Agreement, the payment conditions in Article VI hereof, especially the VAT provision, may be modified by the Contracting Authority regarding whether or not a selected supplier, i.e. the Seller is registered for VAT in the Czech Republic].

12. 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.
13. 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 Goods must be free of any factual and legal defects. The Goods are considered to have defects, if not delivered the stipulated quality and quantity, or if not delivered in accordance with this Framework Agreement, Technical specification or any partial contract (confirmed order).
2. The Seller shall provide the Buyer with a guarantee for the quality of the Goods for the period of **24 months** from the date of takeover of the Goods without any defects (hereinafter as the "**Warranty Period**"). A defect shall be regarded as claimed in a timely manner if the notice of such defect is sent to the Seller on the last day of the Warranty Period at the latest. If the end of the Warranty Period falls on a Saturday, Sunday or a national holiday, the defect shall be considered as claimed in a timely manner if the notice of such defect is sent to the Seller on the next following business day.
3. Under warranty for quality of the Goods, the Seller undertakes that the Goods shall be free of defects, i.e. be, for the duration of the Warranty Period, capable of performance for the contracted purpose, otherwise to the usual purpose, and maintain the otherwise the usual properties contracted in particular in Article II Paragraph 1 hereof and in Annex No. 1 hereto. The Seller is liable for any defect, including hidden or obvious defects, which arise or manifest during the Warranty Period. The Buyer may claim defects in the delivered Goods at any time during the Warranty Period.
4. The Seller declares that the Goods are not encumbered with rights of third parties and have no other legal defects.
5. If the Goods suffer defect(s), the Buyer is entitled to:
 - a) have the defect removed through a new supply of perfect Goods;
 - b) have the defect removed through the supply of the missing Goods;
 - c) demand an adequate discount on the price;
 - d) withdraw from the relevant partial contract.
6. The choice of the entitlement resulting from defective Goods under Paragraph 5 of this Article hereof always lies with the Buyer.
7. The period for settling a warranty claim is **20 calendar days** from its notification to the Seller's e-mail address: [the Participant to add its e-mail address]. All costs incurred in connection with the defects of the Goods or the exercise of defect warranty claims, especially 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.

8. 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.
9. Making claim under liability for defects shall not affect Buyer's entitlement to the agreed contractual penalty and damages.
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. OTHER PROVISIONS

1. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 100,000. 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. If the Seller at the time of signature of this Framework Agreement proves implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of this Framework Agreement 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 Framework Agreement. 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 3 and 4 of this Article and fulfilment of the obligations and requirements of the security audit pursuant to Annex No. 2 to Framework Agreement (hereinafter referred to as the "**Security Audit**").
3. If the Seller at the time of signature of this Framework Agreement does not prove implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Framework Agreement 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 Framework Agreement.
4. The Seller is obliged to immediately inform the Buyer of any changes or termination of the certificate pursuant to paragraph 2 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. 2 to this Framework Agreement 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. 2 to this Framework Agreement, i.e. thus outside regular three-year intervals.
5. 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 Framework Agreement, 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. 2 which is integral part of this Framework Agreement.

6. Breach of the Seller's obligation to allow or secure the Security Audit to be performed in accordance with Annex No. 2 to this Framework Agreement (including the extraordinary Security Audit pursuant to paragraph 4 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 Framework Agreement in accordance with Article XIII paragraph 4 of this Framework Agreement.
7. The Seller is entitled to perform this Framework Agreement 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 Framework Agreement as if he performed it itself,
 - b) was obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in Article 9.10 of the tender documentation of the tender procedure,
 - 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 10 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 Framework Agreement, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Framework Agreement, no later than 30 days after receipt of payment from by the Buyer for specific fulfilled partial 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 Framework Agreement, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.

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

8. Before signature of this Framework Agreement the Seller shall prove implementation of quality management system to ensure the production quality management within the performance of the subject matter of the Framework Agreement through the ISO 9001 certificate - Quality Management System, or other similar document in accordance with the tender documentation. Before signature of this Framework Agreement the Seller also shall prove implementation of the Environmental management system through the ISO 14001 certificate, or other similar document in accordance with the tender documentation, and implementation of the Occupational health and safety management systems through the ISO 45001 certificate, or other similar document in accordance with the tender documentation. Details about proving requirements according to this Paragraph are stated in in Art. 9.4.2 of the tender documentation. The Seller is obliged to keep these certificates or similar documents valid for the entire period of validity and effectiveness of this Framework Agreement. At the request of

the Buyer, the Seller is also obliged to prove the fulfilment of these obligations at any time during the duration of this Framework Agreement, 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, ISO 14001, ISO 45001, or other similar document in accordance with the tender documentation, for the entire period of validity and effectiveness of this Framework Agreement, 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 Framework Agreement pursuant to Article XIII paragraph 4 of this Framework Agreement.
10. The Seller declares, that the Seller in the sense of:
 - a) Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b) Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - c) Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
11. The Seller further declares that for purposes of performance of this Framework Agreement no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
12. If, during the validity and effectiveness of this Framework Agreement, there should be non-compliance with the conditions specified in Paragraph 10 or 11 this Article of the Framework Agreement, the Seller undertakes to immediately once the Seller finds out about the change of circumstances, inform the Buyer of this fact in writing.

IX. 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 relating to entering into this Framework Agreement 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 a need-to-know basis, 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. Non-public 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 Framework Agreement.

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 Framework Agreement is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
11. The Parties are obliged to ensure the protection of information which one of the Parties designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties are obliged to secure information designated as a trade secret at least to the same extent as the non-public information defined in this Framework Agreement. Information designated by the Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XIV paragraph 8 hereof. If the Seller considers any information stated in this Framework Agreement to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Buyer at the latest before the publishing the Framework Agreement in the Register of contracts.

X. SANCTIONS

1. In the case of the Seller's delay with the delivery of the Goods, 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.
2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VII Paragraph 7 hereof, the Buyer is entitled to demand a contractual penalty in the amount of 0.05% of the price for the Goods or its part, for each started day of such delay.
3. 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 7,800 per each discovered case of violation of these obligations.
4. If the Seller sets off, assigns or pledges any receivables from the Buyer resulting from any partial order contrary to the provisions of Article VI Paragraph 12 and 13 hereof, the Seller will be obliged to pay the Buyer a contractual penalty in the amount of 10% of the amount of the receivable, which was the subject of set-off, assignment of pledge.
5. In the case of violation Seller's obligation resulting from Article VIII Paragraph 7 point d) hereof or its obligation in Article XIV Paragraph 7 hereof, the Seller is obliged to pay a contractual penalty in the amount of EUR 100 for each started day such a violation.
6. In the event of a breach of any of the obligations in Article VIII Paragraph 11 or 12 of this Framework Agreement by the Seller, or if the statement in Article VIII Paragraph 10 of this Framework Agreement turns out to be false, the Buyer has the right to impose a contractual fine of EUR 4 000 on the Seller, namely for each individual violation.
7. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective partial contract.
8. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.

9. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

XI. LIBERATION REASONS

1. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code.
2. For the purposes of this Framework Agreement, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor's will, which temporarily or permanently prevented from fulfilling Tortfeasor's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.
3. If it is clear that as a result of the events referred to in paragraphs 2, the Tortfeasor will not be able to fulfil its obligations within the agreed period, then it shall without undue delay notify to the Other Contracting Party. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of this Framework Agreement.
4. If either party is unable to perform its contractual obligations by liberation reasons, the Contracting 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 Framework Agreement if more than three months have elapsed since the occurrence of liberation reasons preventing performance and the defective condition persists.
5. If a case of liberation reasons arises, the party claiming liberation reasons shall provide the other party with documents relating to that case.
6. The Contracting Parties take into consideration that, for the existence of the liberation reasons, does not affect the arrangements for contractual penalties, i.e. the contractual obligation to pay the contractual penalty is not affected by liberation reasons.

XII. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Framework Agreement 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 Framework Agreement. 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 Framework Agreement 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 Framework Agreement.

XIII. TERM OF THE FRAMEWORK AGREEMENT

1. The present Framework Agreement comes into force on the day it is signed by both Parties and taking effect once it is published in the Register of Contracts.
2. This Framework Agreement has been entered into for a definite period of time, namely for a period of 2 years from the date of its entry into force, or until the maximum financial limit EUR 350 000 will be exhausted, whichever is the earlier.
3. This Framework Agreement shall terminate
 - a) with the lapse of the agreed term;
 - b) upon the exhaustion of the maximum financial limit stated in Paragraph 2 of this Article;
 - c) by written agreement of the Parties;
 - d) by written notice of termination by either Party;
 - e) by withdrawal from this Framework Agreement subject to the terms given below in the event of a substantial breach hereof by either Party.
4. The Buyer may withdraw from this Framework Agreement in the event of a substantial breach of this Framework Agreement by the Seller within the meaning of § 2001 et seq. of the Civil Code or in other cases specified in this Framework Agreement. 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 1 hereof or pursuant to Annex No. 1 hereto;
 - b) repeated, at minimum the second, delay of the Seller in the delivery of Goods according to partial contracts for a period exceeding 7 business days;
 - c) Seller's statements referred to Article VI paragraph 8 hereof prove to be false;
 - d) the Seller violates the obligation to notify the Buyer of the fact stated in the last sentence of the Article VI paragraph 9 hereof;
 - e) breach of obligation under Article VIII Paragraph 1 hereof;
 - f) breach of obligation under Article VIII Paragraph 2 to 6 hereof;
 - g) breach of obligation under Article VIII Paragraph 7 point c) or d) hereof;
 - h) breach of obligation under Article VIII Paragraph 8 hereof;
 - i) breach of the Seller's obligations in Article VIII Paragraph 10 or 11 or 12 of this Framework Agreement.
 - j) breach of Article IX hereof which has not been remedied following a previous notice for correction.
 - k) breach of obligation under Article XIV Paragraph 7 hereof.
5. 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 5 letter (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 4 letters (a), (c), (d), (e), (f), (g), (h), (i) and (j) hereof and the case where the Seller is in delay with the delivery of Goods according to specific partial contract for more than 2 calendar weeks.

6. The written notice of withdrawal from this Framework Agreement 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 Framework Agreement or a specific partial contract must be sent by registered mail. Withdrawal from this Framework Agreement 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 Framework Agreement or a specific partial contract shall be retained by both Parties.
7. The Parties are entitled to terminate this Framework Agreement 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 Framework Agreement during the notice period.
8. Termination of this Framework Agreement shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Framework Agreement is terminated. This Framework Agreement is also to be applied to the relations, including partial contracts, formed during this Framework Agreement even after this Framework Agreement 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. This provision shall not apply in the event of changes in the authorised representatives or contacts listed in the Framework Agreement, which may be addressed by means of an official letter, and in the event according to Article VIII Paragraph 7 hereof.
2. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Framework Agreement, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
3. 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.
4. The rights and obligations arising out of the present Framework Agreement may not be assigned to a third party without the consent of the other Contracting Party.
5. Subject to the conditions set out in paragraph 4 of this Article, the present contract shall be

equally binding for the respective legal successors of the contracting parties.

6. 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 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 Framework Agreement pursuant to Article XIII hereof.
7. The Seller further declares that, in the performance of this Framework Agreement, 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 Framework Agreement 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 Framework Agreement, to submit to the Buyer an affidavit of compliance with this obligation in the previous calendar year.
8. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Framework Agreement 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.
9. This Framework Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
10. The Parties declare they agree with the content hereof and this Framework Agreement 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.
11. The following Annexes form an integral part of this Framework Agreement:

Annex No. 1 – Technical specification beyond the framework of European Legislation
Annex No. 2 – 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 Participant to add the authorised person's full name]

[the Participant to add the positions of the person signing this contract]

[the Participant to add its name]

TECHNICAL SPECIFICATION BEYOND THE FRAMEWORK OF EUROPEAN LEGISLATION

- a) Sheet format 500 x 460 mm \pm 1 mm (short grain)

- b) The back of the paper (silicone paper) shall be provided with a visible print, which serves to prevent sheet rotation during paper processing at the client.



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 Framework Agreement, i.e.:

- a) the initial Security Audit, i.e. an audit before signing this Framework Agreement 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 Framework Agreement.

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: 00001279 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement.

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></p> <p>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> <p>(1) Requirements according to ISO 27001, or</p>



No	Requirement	Further description on manner of fulfilling the requirement
		<p>(2) must contain at least the following parts:</p> <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> 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	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><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</p>



No	Requirement	Further description on manner of fulfilling the requirement
		<p>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>
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>



No	Requirement	Further description on manner of fulfilling the requirement
		<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> <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.</p>



No	Requirement	Further description on manner of fulfilling the requirement
		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.
05	A system of regular internal Security Audits must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u></p> <p>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></p> <p>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></p> <p>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 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>



No	Requirement	Further description on manner of fulfilling the requirement
06	The so-called Business Continuity Plan of the Contractor must be prepared	<p>Further description on manner of fulfilling the requirement</p> <p><u>Minimum level to fulfil the requirement:</u></p> <p>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></p> <p>Submission of specific documentation demonstrating compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u></p> <p>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>



No	Requirement	Further description on manner of fulfilling the requirement
07	The Contractor's production and storage facilities must be secured by the following systems: IDS (Intrusion Detection System), FS (Fire System), CCTV, ACS (Access Control System)	<p><u>Minimum level to fulfil the requirement:</u></p> <p>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> <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></p> <p>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></p> <p>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</p>



No	Requirement	Further description on manner of fulfilling the requirement
		installed by the camera as part of the online transmission, which will document compliance with the minimum requirements).
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 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</p>



No	Requirement	Further description on manner of fulfilling the requirement
		<p>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 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	<u>Minimum level to fulfil the requirement:</u>



No	Requirement	Further description on manner of fulfilling the requirement
		<p>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 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></p>



No	Requirement	Further description on manner of fulfilling the requirement
		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.
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></p> <p>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.</p> <p>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></p> <p>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></p> <p>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	
Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	“Production and Supply of Self-adhesive Paper for EU Visa Production”
Key identification data	
Contracting authority	
Name:	STÁTNÍ TISKÁRNA CENIN, státní podnik
Registered office:	Prague 1, Růžová 6, House No. 943, Postal Code 110 00
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Magdaléna Vyskočilová
E-mail:	vyskocilova.magdalena@stc.cz
Contractor	
Name:	[to be filled]
Registered office:	[to be filled]
Correspondence address:	[to be filled]
Company Reg. No., Tax Reg. No.:	[to be filled]
Tel.:	[to be filled]
E-mail:	[to be filled]
Person competent to act on behalf of the Contractor:	[to be filled]
Contact person:	[to be filled]
Tel.:	[to be filled]
E-mail:	[to be filled]
Small or medium-sized enterprise	YES / NO

AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

Public Contract Name:

”Production and Supply of Self-adhesive Paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

1) BASIC CAPACITY

As a person authorized to act in the name of or for the above Contractor, hereby declare on my honour that the above-mentioned Contractor 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 Contractor:

- 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.
 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) 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.

LIST OF SIGNIFICANT SUPPLIES

Public Contract Name:

“Production and Supply of Self-adhesive Paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

In accordance with the Contracting authority's requirement stated in Article 9.4.1 of the Tender Documentation, I shall list the significant supplies provided in the last 3 years prior to the commencement of the tender procedure:

Name of the contractor who provided the performance:	[to be filled]
Name of the client the contract was performed for:	[to be filled]
Period of performance (in details of months):	[to be filled]
Scope of performance (subject):	[to be filled]
Delivered amount of sheets per the period	[to be filled]
Client's contact person with whom the information may be verified (name, business telephone number and email)	[to be filled]

Note: The Contractor will use the table as many times as necessary (according to the list of clients).

AFFIDAVIT ON SECURITY REQUIREMENTS

Public Contract Name:

“Production and Supply of Self-adhesive Paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

(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. 2 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 Self-adhesive Paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

(hereinafter “the Contractor”)

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 Public Contract.

A)

Subcontractor
with their registered office at:
represented by:
Reg. No.:

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

The share (%) of such supplies, services and works in the subject matter of the Public Contract to be realised by the subcontractor:

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

X

2) As a tenderer under the aforementioned tender 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.

Annex No. 5
Public Contract "Production and Supply of Self-adhesive Paper
for EU Visa Production"

Evaluation Model

Contractor shall fill in all yellow parts with non-zero prices, with a precision of two decimal points.

Supply quantity level (in accordance with the Art. V(1) of the Draft Contract)	Estimated (Preliminary) Quantity	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Total price in EUR excl. VAT
0 – 22 000 sheets	15 000	sheet		- €
22 001 – 30 000 sheets	25 000	sheet		- €
30 001 – 37 000 sheets	35 000	sheet		- €
37 001 – 45 000 sheets	43 000	sheet		- €
45 001 – more sheets	160 000	sheet		- €

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 ways, 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/krajaska-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 No. 6 – Manual for obtaining documents regarding Basic Capacity

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”

AFFIDAVIT ON CONFLICT OF INTERESTS

Public Contract Name:

“Production and Supply of Self-adhesive Paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

(hereinafter “the Contractor”)

As a person authorized to act in the name of or for the Contractor, hereby declare on my honour that the Contractor meets, that it is not a corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests⁶, 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, in the same time I declare, that the Contractor does not prove its qualification in the Public Contract through a subcontractor, who would be such a corporate entity.

⁶ Please find the English version of the Act under this link: <https://www.psp.cz/en/docs/laws/2006/159.html> Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

AFFIDAVIT ON APPLIED SANCTIONS

Public Contract Name:

„Production and Supply of self-adhesive paper for EU Visa Production”

Name of Contractor (incl. legal form):	[to be filled]
Registered office:	[to be filled]
Reg. No.:	[to be filled]

(hereinafter „Contractor“)

Economic sanctions

1. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour in compliance with the Article 5k of the Council Regulation (EU) No. 2022/576 of 8 April 2022, by which the Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, was amended, that the Contractor is not:
 - a) a Russian national, or a natural or legal person, entity or body established in Russia;
 - b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
 - c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
2. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor does and shall not account for more than 10 % of contract value of the Public Contract, subcontractors, suppliers or entities, referred to in the Art. 1 (a) or (b) or (c) of this affidavit whose capacities are being relied on within the meaning of the public procurement legislation.

Individual sanctions

3. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor in the sense of:
 - a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the

situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and

- c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),

is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.

4. As a person authorized to act on behalf of or on behalf of the Contractor, I hereby declare on my honour that for purposes of performance of the Public Contract, no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.

TESTING PROCESS OF SAMPLES SUPPLIED BY THE TENDER WINNER

The selected supplier shall prove the fulfillment of the tender conditions by delivering 2000 sheets of self-adhesive paper for EU visa stickers with size 500 x 460 mm ± 1 mm (short grain), compliance of the required paper parameters with technical specifications and trouble-free printability on printing machines.

1. Test

LABORATORY TEST

Test progress:

For 10 sheets randomly selected from the delivered quantity of 2000 sheets, selected parameters will be measured in the contracting authority's laboratory and their conformity will be compared with the values specified in the technical specification according to Commission Implementing Decision C (2018) 674 of 12 February 2018 and Regulation of the European Parliament and the European Council 2017/1370. **All** randomly selected sheets shall fulfill **all required values** specified in the technical specification according to Commission Implementing Decision C (2018) 674 of 12 February 2018 and Regulation of the European Parliament and the European Council 2017/1370

2. Test

PRINTING TEST ON PRODUCTION PRINTING MACHINES

Test progress:

1990 sheets (rest of the 2000 delivered sheets) will be printed on the client's production printing machines using all printing techniques used in the production process of EU visa stickers. During printing, the smooth passage through the printing machines will be assessed with **all tested sheets**, e.g. no contamination of the machine with loose glue can appear, adhesion of the Kinegram – the Kinegram cannot be loosened or unglued from the substrate, formation of folds can not appear, cohesiveness of self-adhesive paper – layers cannot separate from each other during printing, drying of printing inks- the offset printing inks has to be dry immediately after printing, the intaglio inks has to be dry 3 days after printing, the smoothness has to meet the technical specification so that the sheets do not slide on each other.