

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) and ISO/IEC 27001 (Information Security Management), ISO 9001 (Quality Management), ISO 14001 (Environmental Management), ISO 45001 (Health and Safety Management Standard – HSE)



TENDER DOCUMENTATION

(hereinafter "TD")

for the purpose of processing tenders for supply 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 prelaminated card inlays with windows for ID1 cards

“Výroba a dodávky předlaminátů s okénkem pro ID1 karty”

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:	Monika Řeháčková
e-mail:	rehackova.monika@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 matter of this public contract is the production and supply of prelaminated card inlays with windows for ID1 cards in form of prelaminated sheet of polycarbonate foils (hereinafter “**Sheets**”).
- 3.2.** A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of this public contract is the Draft Contract and is binding for Contractors in a full extent.
- 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.

4. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV code	Subject of the public contract
22454000-7	Driving licences

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of the public contract is **1 056 500 EUR**.

6. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

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

The Contracting Authority states that the maximum tender price for 1 Sheet is 4,226 EUR excl. VAT.

7.2. 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.

7.3. The Contracting Authority requests that the participants would stipulate their tender prices with a precision of **three** decimal places.

7.4. The Contractor is not entitled to make the offered tender price conditional to an additional condition.

7.5. The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; the Contracting Authority does not permit a zero price.

7.6. 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.**

8. 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.

9. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

9.1. Estimated time frame for Draft Contract conclusion: without any undue delay after selection of the Contractor, preliminary in August 2023

9.2. Period of performance of the Public Contract:

- **delivery terms are determined in the Art. IV of the Draft Contract**
- **term of the Draft Contract is determined in the Art. XIII of the Draft Contract**

9.3. Reasoning for stipulating the duration of the Draft Contract exceeding 4 years:

- The Contracting Authority has stipulated the duration of Draft Contract until the 31.12.2028, since the reason of awarding this Public Contract is to ensure a performance based on the contract between the Contracting Authority and the Ministry of Transport of the Czech Republic, which was concluded until 19.12.2018 with a duration of this contract until 31.12.2028.
- Given the status of the STÁTNÍ TISKÁRNA CENIN, státní podnik as a public contracting authority and needed time of administration of a public contract and the fact that there is required the performance of the Public Contract from Ministry of Transport of the Czech Republic, is crucial and necessary for the Contracting Authority to select a Contractor for a performance overlapping the duration the contract with the Ministry of Transport of the Czech Republic in order to ensure a continuous deliveries of Driver's licenses without any outages.

10. QUALIFICATION REQUIREMENTS

10.1. 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.**

10.2. Basic Capacity

10.2.1.A Contractor shall not be considered qualified if:

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

Where the tender 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.**

10.2.2. 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 10.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 10.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 10.2.1 (b) of this TD,
- d) a written sworn statement regarding the 10.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 10.2.1 (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 10.2.1 (e) of this TD.

10.2.3. 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 10.2.1 (b) of this TD,
- b) a written sworn statement on excise regarding the 10.2.1 (b) of this TD,
- c) a written sworn statement regarding the 10.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 10.2.1 (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 10.2.1 (a) of this TD;
- b) the 10.2.1 (b) of this TD;
- c) the 10.2.1 (c) of this TD;
- d) the 10.2.1 (d) of this TD;
- e) the 10.2.1 (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**.

10.3. 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.

10.4. Technical qualification

10.4.1. In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 2 significant supplies** completed by the Contractor during the **last 3 years before the commencement of the procurement procedure**, including the prices and 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 **a delivery of prelaminated card inlays with windows for ID1 or ID3 cards or delivery of products with transparent/semi-transparent windows in form of ID1 or ID3 cards. The financial value of each of these significant supplies was at least 400.000 EUR excl. VAT.**
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered both significant supplies to the same client or different ones.

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) financial volume (sum) for the performance,
- 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.

10.5. Demonstrating qualification requirements obtained abroad

Where the required qualification both of a Contractor with a registered seat in the Czech Republic and of a foreign Contractor has been obtained abroad, the compliance with Section 81 of the Act shall be demonstrated by submitting the documents issued under the legal system of the country where it was obtained, in the scope required by the Contracting Authority.

If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by a **written affidavit. This applies if the required document does not have its equivalent in the jurisdiction where the qualification was obtained (i.e. the required document does not exist in the foreign legislative system) and also if the foreign legislation does not require compliance which the Contracting Authority requires to be proved by the respective document submission. In the latter case the Contractor provides an affidavit stating non-existence of the obligation, compliance with which the Contracting Authority requires to be proved.**

10.6. 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.

10.7. 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.

10.8. 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.

10.9. Special methods of submitting proof of qualifications

- **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.

- **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.

10.10. 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).

10.11. 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.

11. EVALUATION CRITERIA, METHOD OF EVALUATION

11.1. 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.

- 11.2.** 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	Tender price in EUR excl. VAT in accordance with the Art V (1) of Draft Contract	100%

11.3. Method of evaluation

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

12. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

- 12.1. The payment and business terms and conditions are specified in the binding Draft Contract (Annex 1 to the TD).
- 12.2. The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete [•].
- 12.3. The Contractor shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes.
- 12.4. In case of a joint tender, all Contractors shall be stated in the Draft Contract.

13. PUBLICATION OF THE TD

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

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

- 14.1.** 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: rehackova.monika@stc.cz or via electronic instrument.
- 14.2.** 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.
- 14.3.** The Contracting Authority may also provide written clarification of this TD to the participants without a prior request.
- 14.4.** 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.**
- 14.5.** 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.**
- 14.6.** 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.**

15. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

15.1. This TD is binding for Contractors.

15.2. Technical documentation

In accordance with the Sec. 37(1)(b) of the Act the Contracting Authority requires the participant's tender to include the following and documentation regarding the offered Sheets, which **shall be in accordance with all requirements of the Contracting Authority in this public contract**, especially the technical specification (Annex 1a of the Draft Contract) as a part of determined technical conditions of participation:

	Type	Details
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1.	Complete technical drawing of the offered Sheets	The complete technical drawing shall comply with all requirements in Technical Specification (Annex 1a to the Draft Contract)
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- **Document “1” submitted in accordance with this section hereof shall create a part of Annex No. 1b of the Draft Contract.**

15.3. 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.**

15.4. 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. 6 of this TD).

15.5. 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. 7 of this TD).

16. CONDITIONS FOR CONTRACT CONCLUSION (applies for the winner of the procedure)

16.1. 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.

16.2. 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 7 hereof.

16.3. Reliability of domestic VAT payers

16.3.1. 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. 12.2 of this TD, must be the same as the account number stated in the register of VAT payers.

16.3.2. 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. 16.3.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

16.4. 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.

16.5. 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. VII (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.

17. TENDER SUBMISSION CONDITIONS

- 17.1. 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.
- 17.2. 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.
- 17.3. Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.

18. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

- 18.1. **The deadline for the tender submission shall end on 17.05.2023 in 09:00 AM.**
- 18.2. The Contractor shall prepare the tender **in electronic form in a manner described below.**
- 18.3. **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>.

18.4. 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 to this TD).**
- **List of sub-contractors (Annex No. 4 to this TD)**
- **Complete technical drawing (in accordance with Art. 15.2 to this TD)**
- **Affidavit of no conflict of interests according to Annex 6 to this TD**
- **Affidavit of applied sanctions against Russia according to Annex 7 to this TD**

- 18.5.** 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.
- 18.6.** 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.

19. 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).**

20. OTHER PROVISIONS

- 20.1.** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 20.2.** 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.
- 20.3.** 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.
- 20.4.** 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.
- 20.5.** The tenders or individual parts of the tenders submitted by the Contractors or

excluded Contractors shall not be returned.

21. 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 4 – List of Subcontractors
- Annex 5 – Manual for obtaining documents regarding Basic Capacity
- Annex 6 – Affidavit on Conflict of Interests
- Annex 7 – Affidavit on Applied Sanctions

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 PRODUCTION AND SUPPLY OF PRELAMINATED CARD INLAYS WITH WINDOWS FOR ID1 CARDS

registered by the Client under Ref. No. 012/OS/2023
registered by the Contractor under No. [the Participant may add its internal number of contract or
not add any]

(hereinafter referred to as “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 the Act No. 89/2012 Coll., 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, Postal Code 110 00, Czech
Republic

entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

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

(hereinafter referred to as the “Client” or also “Contracting authority”)

and

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

with its registered office at []
entered in the Commercial Register maintained by [], Section [], File []

Business ID:	[]
Tax registration No.:	[]
Represented by:	[]
Bank details:	[]
Account number:	[]
IBAN:	[]
BIC/SWIFT:	[]

(hereinafter referred to as the “Contractor”)

(the “Client” and the “Contractor” are hereinafter collectively referred to as the “Parties” or also “Contracting Parties”)

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Client: **Tomáš Hebelka, MSc**, Chief Executive Officer
On behalf of the Contractor: **[the Participant to add the authorized 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 Client: **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 Contractor: **[the Participant to add the authorized person’s full name and the name of this person’s position]**
e-mail: [•]
tel.: [•]

I. INTRODUCTORY PROVISIONS

This Framework Agreement is concluded on the basis of the results of the over-threshold open tender procedure in accordance with PPA titled “Production and supply of prelaminate card inlays with windows for ID1 cards” (hereinafter referred to as the “**Tender Procedure**”) with the Contractor that meets any and all tender conditions, and the tender of which was selected as economically the most advantageous. Further, this Framework Agreement was based on the Contractor’s tender filed under the Tender Procedure on **[the Contracting Authority to add Participant’s tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the “**tender**”).

When interpreting the content of this Framework Agreement, the Parties are obliged to take account of the tender terms and conditions and the purpose of the subject of Tender Procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.

The Framework Agreement regulates the method for conclusion of individual partial contracts, terms and conditions for execution of the individual supplies by the Contractor, as well as other rights and obligations of the Parties related to the realization of the subject hereof.

The purpose of this Framework Agreement is to secure supply of a prelaminate card inlays with windows for ID1 cards in line with the Client’s needs.

For purpose of this Framework Agreement Parties set this definition of Sheet, which means a

prelaminated polycarbonate foil sandwich with 15 positions of ID1 card inlay with a Transparent window.

II. SUBJECT OF THE FRAMEWORK AGREEMENT

1. The subject of this Framework Agreement is the Contractor's obligation to produce and deliver a prelaminated card inlays with windows for ID1 cards in form of Sheet of polycarbonate foil to the Client, including its testing version, according to the technical specification contained in the Technical Specification - the Annex 1 to this Framework Agreement (hereinafter referred to as the "**Sheets**"), and to enable to acquire the ownership title to the supplied Sheets to the Client.
2. The Contracting Parties declare that part of Annex 1 (Technical specification) according to the paragraph 1 of this Article is also a technical drawing, submitted by the Contractor and agreed by the Client before signing this Framework Agreement.
3. The Client undertakes to accept the Sheets, duly delivered as regards the required quantity and type, quality of the Sheets in accordance with this Framework Agreement, on the required delivery dates, and pay the price for the Sheets agreed to herein.

III. PARTIAL CONTRACTS

1. Any and all supplies of the Sheets shall take place according to Client's needs in line with the Client's written purchase orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter referred to as the "**purchase order**"), and purchase order confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter referred to as the "**partial contract**"). A partial contract shall be deemed to be entered into once the Client receives confirmation of the purchase order from the Contractor, confirming the purchase order without reservations.
2. As a minimum requirement, a purchase order shall contain the following details:
 - a) Client's identification data;
 - b) definition of the subject of performance and detailed specifications thereof, including the quantity of the Sheets to be delivered;
 - c) unit price of the Sheets without VAT, total price of the Sheets without VAT;
 - d) detailed delivery conditions, especially the delivery terms and place of delivery;
 - e) date of the purchase order;
 - f) identification of the person placing the purchase order who is authorized to act on behalf of the Client.

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

3. The purchase order as per this Article shall be sent by the Client to the Contractor electronically to the Contractor's e-mail address **[the Contractor to add its e-mail address]**.

4. The Contractor shall confirm the purchase order acceptance to the Client by return to the Client's email address purchasing@stc.cz. As a minimum requirement, the purchase order confirmation shall contain the identification data of the Contractor and the Client, identification of the purchase order being confirmed and date of the confirmation.
5. The Parties agree that the Contractor shall respect the supplies of the Sheets as requested and shall not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
6. The Contractor undertakes to perform any partial contract in accordance with its tender.
7. The 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 they are confirmed by Contractor.

IV. PLACE AND TERMS OF PERFORMANCE AND DELIVERY

1. The Contractor is obliged to deliver the Sheets to the Client no later than 40 working days from the date when specific partial contract taken effect, unless the Client requires in a particular order a longer period – in which case the Contractor undertakes to deliver the Sheets within the period stipulated by the Client in such partial contract.
2. The Contractor is obligated to deliver to the Client 200 pcs of Sheets as the individual delivery/testing version of Sheets specified in this Framework Agreement (hereinafter referred to only as "**Pilot Sheets**"), which will be used by the Client to perform tests and manufacture first ID1 cards. The Contractor is obligated to deliver Pilot Sheets to the Client no later than 30 working days from the taking effect of this Framework Agreement. After the Pilot Sheets are delivered, the Client will perform their testing. The testing results will be drawn up by a protocol by which the Pilot Sheets shall be approved or defects shall be given. The Contractor is obliged to remedy any defects of the Pilot Sheets in the protocol by delivering new Pilot Sheets, no later than **4 weeks** from signing the protocol. Pricing and delivery requirements and regulations specified hereof shall be analogically applied to the Pilot Sheets.
3. After the Pilot Sheets approval by the Client the first delivery of Sheets in minimum volume of 20 000 pcs of Sheets will take place (hereinafter referred to as "**First Delivery**"). The Contractor is obligated to deliver the First Delivery to the Client not later than 40 working days from the Client's approval of the Pilot Sheets. For the avoidance of any doubt, the Contracting Parties state that the delivery term, price and other contractual terms are the same for this First Delivery as for the other partial contracts.
4. The Sheets shall be considered as delivered on the day of handover and acceptance by protocol, i.e. the date of signature of the delivery note by the Client.
5. Each delivery of the Sheets shall be accompanied with a **delivery note** to be confirmed by both Parties upon handover and takeover of the Sheets, and shall be used as the handover protocol. The Sheets shall be considered as delivered on the day of handover by protocol, i.e. the date of signature of the delivery note by the Client.

The delivery note shall contain:

- a) Identification data of the Contractor and Client,
- b) number and date of issue of the delivery note,

- c) the purchase order number,
 - d) Position/serial number; number according to purchase order;
 - e) order number (if stated in the purchase order),
 - f) specification of the required type and properties of the Sheets,
 - g) the Sheets quantity, the unit of measure and the batch number of the delivered Sheets,
 - h) the item name.
6. The place of performance for delivery of the Sheets shall be the factory of the Client at the address: **Production Plant I – Růžová 6, House No. 943, Postal Code 110 00 Prague 1, Czech Republic.**
 7. The Contractor shall arrange for the transportation of the Sheets to the place of performance at its own expense and risk in accordance with Incoterms 2020, DAP.
 8. In a demonstrable manner the Contractor will announce to the Client's electronic address purchasing@stc.cz, at least 3 working days in advance, the day of dispatching of the Sheets from the plant, name of the carrier, type and registration number of the vehicle, including the names of the driver and the supposed time of arrival to the address of the Client.
 9. The Contractor shall deliver the Sheets on business days and during the Client's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Client. Outside these hours, it is only possible to receive Sheets following a previous Framework Agreement made over the phone between the Contractor and the Client's representative stated in the order.
 10. The supplied Sheets shall be packed in a manner that is usual for such type of Sheets, taking into consideration the place of delivery of the Sheets and the mode of transport, so as to ensure the preservation and protection of the quality of the Sheets, as well as protect the Sheets from damage by mechanical and atmospheric elements. Detail packaging requirements are specified in the Annex 1 hereof.
 11. Authorized employees of the Client shall accept the individual Sheet delivery during the established delivery date as specified in paragraph 1 and paragraph 2 of this Article. During the handover process these employees shall inspect the integrity of individual packages/containers and seals and confirm status by signing the relevant delivery document. Any defects apparent during the handover process will be resolved according to the Article VIII hereof.
 12. Sheets acceptance processes are defined in Specification of quality inspection - the Annex 3 hereof.
 13. Based on the characteristics and type of the Sheets, the Client may only inspect the number of delivered Sheets during the actual manufacturing process of ID1 card. Due to this reason, the Client is allowed to claim incorrect number of Sheets delivered under individual purchase orders at the time when the Sheets from relevant purchase order are processed. The manner of exercising such a claim is regulated in the Article VIII hereof.
 14. The ownership title to the Sheets supplied under this Framework Agreement shall pass on to the Client at the moment of takeover of the Sheets, i.e. upon the handover protocol for

the Sheets (delivery note) being signed by the Client. The risk of damage to the Sheets is transferred to the Client at the same moment.

V. PRICE

1. The prices for performance of the subject of the Framework Agreement has been established on the basis of the Contractor's tender submitted in the Tender Procedure. The unit price of 1 piece of the Sheet in the sence of performance according to the Article II paragraph 1 hereof (hereinafter referred to as the "Unit price of Sheets") is **[the Contractor to add the unit price of 1 piece of the Sheet – with a precision of three decimal places]** in EUR, excluding VAT.
2. The Unit price of the Sheets contains any and all the related costs of the Contractor, particularly packaging and transportation of the Sheets to the place of performance, customs duty, customs charges, any ecological liquidation of the Sheets and related services. This price is the final and maximum permissible price.
3. Invoiced price of Sheets for each individual delivery must correspond with the relevant Unit price of the Sheets multiplied by the number of delivered Sheets.
4. If applied, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
5. The Contractor is entitled to increase the unit prices stated above according to the inflation rate, once a year from the date 1st March of the relevant year, at the earliest from 1st March 2025.

For the purposes of this Framework Agreement, the inflation rate means the average inflation rate calculated on the basis of **[the Contracting Authority to add name of national bank of state where the Contractor has its residence and to add the name or link of index of annual inflation rate published by this national bank]** published for calendar year before relevant year (hereinafter referred only as „Index“). An increase of the unit prices by the inflation rate pursuant to this Paragraph shall be reflected in this Framework Agreement in the form of an amendment to the Framework Agreement no later than 1st March of relevant calendar year. An increase of the unit prices according to this paragraph will be effective for the performance delivered on the basis of orders placed by the Client after taking effect of relevant amendment of this Framework Agreement. If the Contractor decides to apply its entitlement to increase unit prices by the inflation rate, the Contractor shall deliver to the Client a notification of an increase of unit prices by the inflation rate no later than 28th February of relevant year and this Contractor's notification shall contain details of the calculation of the inflation rate. If the Contractor does not apply its entitlement to increase unit prices by the inflation rate and does not deliver the notification to the Client in the term according to the previous sentence or if the notification does not contain details on the calculation of the inflation rate, the Client is not obliged to conclude the amendment.

VI. PAYMENT TERMS

1. The Client does not provide the Contractor with any advance payments for any prices according to the Article V hereof.

2. The price of the supplied Sheets according to the Article II hereof shall be paid by the Client after proper delivery of the Sheets on the basis of invoice (tax document) issued by the Contractor.
3. The Contractor's right to issue a tax document (invoice) for the consignment of Sheets is established on the date delivery, i.e. the date of signature of the delivery note by the Client's authorized representative. The date of taxable supply is the date of handover of the Sheets with confirmation in the form of a protocol, i.e. the date on which the Client's authorized representative signed the delivery note).
4. A tax document (invoice) shall contain all the prerequisites as for a tax document according to the applicable legal regulations and this Framework Agreement. Each invoice (tax document) for purchase price of the Sheets shall include a copy of the confirmed Delivery Note relating to the executed delivery, no. of this Framework Agreement registered with the Client and the Client's order number, if it was issued.
5. For each delivery of the Sheets, the Contractor shall issue a separate tax document (invoice).
6. The maturity period of any tax document (invoice) duly issued by the Contractor is 30 days as of the issue date. The Contractor shall deliver the invoice to the Client to the following email address: podatelna@stc.cz. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount is deducted from the Client's account specified in the header hereof.
7. In the event that any tax document (invoice) issued by the Contractor does not contain the necessary formalities or will contain incorrect or incomplete information, the Client is entitled to return the tax document (invoice) to the Contractor stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence from the date of delivery of a duly corrected or supplemented invoice (tax document) to the Client.
8. If the Contractor 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 from 9 to 12 of this Article).
9. The Contractor 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 Contractor also declares that in the moment of conclusion of the Framework Agreement there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, 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 Contractor 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 Contractor's statements referred to in this paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Framework Agreement.
10. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client 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 Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor 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 Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.

11. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.
12. By payment of the VAT into the account of the tax authority, the Contractor 's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Framework Agreement. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.
13. The Contractor is not authorized, without the written consent of the Client, to set-off any of its receivables from the Client with any of the Client's receivables from the Contractor or assign any of its rights and receivables from the Client to a third party.
14. The Contractor agrees that it shall in no way burden its claims against the Client under the partial contract or in connection with a lien in favour of a third party.
15. In case the Contractor sets off, assigns or places under lien any claim against the Client from the title of a partial contract in contravention of the preceding provisions, the Contractor is obliged to pay to the Client a contractual penalty at the rate of 10 % on the value of the claim, which was set-off, assigned or placed under lien.

VII. OTHER RIGHTS AND OBLIGATION OF PARTIES

1. For the entire period of validity and effectiveness of this Framework Agreement, the Contractor is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 200 000. At the request of the Client, the Contractor 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 Client.
2. The Contractor hereby agrees to provide the necessary assistance in performance of the obligations pursuant to the PPA.
3. The Contractor is entitled to perform this Framework Agreement or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
 - a. the Contractor remains responsible for fulfilment the subject of this Framework Agreement as if he performed it itself,

- b. was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in Article 10.10 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 Contractor is obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change. The Contractor is entitled to change qualifying subcontractors only if the Contractor 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 Contractor 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 Client for specific fulfilled partial contract. For the purposes of checking this arrangement, the Contractor is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Client 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.

4. The Contractor declares 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.
5. The Contractor 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.
6. If, during the validity and effectiveness of this Framework Agreement, there should be non-compliance with the conditions specified in paragraph 4 or 5 this Article of the Framework Agreement, the Contractor undertakes to immediately once the Contractor finds out about the change of circumstances, inform the Client of this fact in writing.

VIII. LIABILITY FOR DEFECTS AND QUALITY WARRANTY

1. The Contractor is responsible for the due performance of the subject of the Framework Agreement, especially for the observance of the technical specification according to the Annex 1 hereof, functionality for the purpose described herein and in the Annex 1 hereof and for the quantity of the Sheets specified in the partial contract.
2. Under warranty for quality of the Sheets, the Contractor undertakes that it shall for the duration of the warranty period be capable of performance for the contracted purpose, otherwise to the usual purpose, and that it shall maintain the contracted, otherwise usual properties. The Contractor will rectify any defects and/or faulty services within the warranty period following written notice of the defect on the part from the Client.
3. Quality warranty covers the Sheet as long the Sheets are not laminated, the life expectancy of the Sheets is 12 months and shall start on the day of the acceptance of the relevant delivery. Termination of the Framework Agreement does not release from its warranty obligations of the Sheets delivered to the Client prior the date of termination of the Framework Agreement.
4. A defect is any condition when the quality, quantity or workmanship of the supplied Sheets does not comply with the conditions specified in the specifications of the required Sheets according to this Framework Agreement and the technical specifications stipulated in the Annex 1 and the Annex 3 hereof; especially, the Sheets are defective if not delivered in time, in the agreed type, quantity and quality.
5. During the First Delivery both Parties shall jointly approve Sheet samples specified in the Annex 3 hereof, for a Defect catalogue which will be used as the basis for evaluation of possible claim. The Defect catalogue will be agreed between the Contractor and the Client. Both Parties are obligated to notify each other about any discovery of defects. If a new defect not described in the Defect catalogue is discovered, new samples for the Defect catalogue shall be taken in Framework Agreement between the Parties and added to the catalogue and will be used to evaluate future deliveries (Quality tests defined in the Annex 3 hereof). The Contractor`s quality warranty shall apply for the first time to all deliveries starting from the mutual Framework Agreement respectively determination of the approved Sheet samples.
6. The Contractor's quality warranty applies provided that applicable technological and storage conditions specified in the Annex 1 have been complied with.
7. The notice of the defect of the Sheets should be sent by the Client to the Contractor's e-mail address: **[The Contractor to add its e-mail address]**. Necessary defect protocol shall be produced and signed by authorized representative of the Client which shall be attached with photographs demonstrating the relevant defects.
8. The Client is entitled to claim defects of the subject of this Framework Agreement at any time during the warranty period, provided that requirements specified in paragraph 6 of this Article have been observed. Defect claims will be settled by delivering new defect-free Sheets or possibly by financial compensation, whatever the Client prefers.
9. Defects of the Sheets apparent during the handover process pursuant to the Article IV hereof (in particular damaged seals or damaged packaging) must be reported by the Client to the Contractor without any undue delay. Furthermore the Client shall state in the shipping

documents of the shipping company that a damage is suspected or noticed and the extent of such damage.

10. Hidden defects of the Sheets not apparent during the handover process pursuant to the Article IV hereof, respectively defects that appear during the warranty period shall be notified to the Contractor immediately after their discovery. In such scenario, the Contractor is obligated to deliver a replacement order free of any defects or financially compensate the defective Sheets within the period of 30 days following the submission of the written claim, i. e. sending of the notice of the defects discovered by the Client to the Contractor.
11. Should defects be discovered in one delivery due to the test method defined under the Annex 3 hereof, the Client is entitled to return the entire delivery which exceeded limits allowed by the test method defined under the Annex 3 hereof, back to the Contractor. The Client is entitled to require delivery of additional Sheets free of any defects equal to the number of returned Sheets within a time period of 30 days following the day when the written claim was submitted.
12. Lodging a claim under liability for defects of the Sheets or quality warranty shall not affect the Client's entitlement to the agreed contractual penalty and damage compensation.
13. The Contractor shall conduct all activities necessary or associated with claiming of defects and replacement of the Sheets or financial compensation on its own at its own expense within Client's working hours and in cooperation with Client in order not to endanger or not to limit the Client's activities by its activities.

IX. PENALTIES

1. In the case of the Contractor's delay with the delivery of the Sheets within the deadline according to individual partial contracts or in the case of the Contractor's delay with the delivery of the Pilot Sheets within the term according to the Article IV Paragraph 2 hereof, the Contractor shall pay to the Client a contractual penalty of 0,5 % of the Price of the Sheets or a portion thereof (exclusive of VAT), to which the Contractor's default applies, for each started day of such delay. The contractual penalty shall not in each case of a delay exceed 20 % of the price of the late delivery of the Sheets.
2. Should the Contractor violate its obligation to eliminate the defects in the Sheets by delivering the new or the missing Sheets or payment of the financial compensation or reimbursement within the terms stipulated in Article VIII hereof, the Client is entitled to demand the contractual penalty amounting to 0,5 % of the Price of the defected Sheets (exclusive of VAT), the elimination of which is delayed by the Contractor for each started day of such delay. The contractual penalty shall not in each case of a delay exceed 20% of the price of the Sheets delivered with defects (late delivery).
3. Should either Party violate its obligations as per Article X of this Framework Agreement in a demonstrable manner, the aggrieved Party is entitled to charge the contractual penalty amounting to EUR 12,000 for every violation or failure to meet such contractual obligation to the other Party. The burden of proof lies on the Party claiming that an obligation has been breached.
4. Should the Contractor violate its obligation as per Article VII paragraph 3 (d) hereof or its obligation in Article XIV paragraph 4 hereof, the Client is entitled to charge the contractual penalty of 100 EUR for each started day such a violation, i.e. delay.

5. Payment of the contractual penalty does not release the Party from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective partial contract.
6. Claiming the contractual penalty is without prejudice to the right to compensation of any damage suffered in the extent defined herein.
7. The contractual penalty is due in 30 calendar days as of the date of delivery of the contractual penalty billing to the other Party.

X. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Framework Agreement and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the "General Data Protection Regulation", or "GDPR") and the Act No. 110/2019 Coll., on Personal Data Protection, they shall 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. The Parties are obliged to acquaint their employees, or subcontractors with the rules of handling and processing of personal data according to GDPR and relating legislation are responsible for any non-compliance or violation of these rules,
5. In this regard, the Parties undertake:
 - a) not to disclose confidential information to any third party;
 - b) to ensure that the confidential information is not disclosed to third parties;
 - c) to secure the data in any form, including their copies, which include confidential information, against third party abuse and loss.
6. The obligation to protect confidential information does 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 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 authorization specified in applicable legal regulations.

7. The Party undertakes, upon the request of the other Party, to:

- a) return all the non-public information which was handed over to it in a “material form” (especially in writing or electronically) and any other materials containing or implying the non-public information;
- b) return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
- c) destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
- d) destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this 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 upon 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.
- 8. 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 on to any potential successors of the Parties.
- 9. 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 7 hereof. If the Contractor 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 Client at the latest before the publishing the Framework Agreement in the Register of contracts.

XI. LIABILITY AND FORCE MAJEURE

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 Contractual Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either party has the right to withdraw from the 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 Client'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, specifically until 31.12. 2028, or until the maximum financial limit EUR 1 056 500 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 Client may withdraw from this Framework Agreement in the event of a substantial breach of this Framework Agreement by the Contractor 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 Sheets pursuant to Article II paragraph 1 hereof or pursuant to Annex No. 1 hereto;
 - b) repeated, at minimum the second, delay of the Contractor in the delivery of Sheets according to partial contracts for a period exceeding 20 working days;
 - c) delay of the Contractor in the delivery of Pilot Sheets within the term stated in Article IV Paragraph 2 hereof for a period exceeding 20 working days;
 - d) Contractor's statements referred to Article VI paragraph 9 hereof prove to be false;
 - e) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 10 hereof;
 - f) breach of the obligation stated in Article VII paragraph 1 hereof by the Contractor;
 - g) breach of obligation under Article VII paragraph 3 point d) hereof despite prior written Client's notice of this breach;
 - h) breach of the Contractor's obligations in Article VII Paragraph 4 or 5 or 6 of this Framework Agreement.
 - i) breach of Article X hereof which has not been remedied following a previous notice for correction.

- j) breach of any obligation stated in Article XIV paragraph 3 or 4 hereof by the Contractor despite prior written Client's notice of this breach;
5. The partial contract shall terminate:
- a) if such termination is agreed upon by both of the Parties hereto;
 - b) by withdrawal of the Client in the case of a breach of the partial contract by the Contractor 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), (d), (e), (f), (g), (h) and (i) hereof and the case where the Contractor is in delay with the delivery of Sheets according to specific partial contract for more than 20 working days.
6. The written notice of withdrawal from this Framework Agreement or a specific partial contract shall take effect on the day of a 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/data box or to the address of other the Party's registered office. 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 delivery of the written notice of termination to the other Party. The notice must be sent by registered mail. The Parties hereby agree that their obligations pursuant hereto shall apply until the end of 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, unless otherwise stipulated in the Framework Agreement.
- 2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
- 3. The Contractor hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Client in a reliable and verifiable manner learns that the Contractor violated or violate Rights, and the Client despite a prior written notice of the Contractor continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIII

paragraph 4 of this Framework Agreement.

4. The Contractor further declares that, within the performance of this Public Contract, it will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which this Public Contract is performed (including the employee's right to a minimum wage). For the purposes of checking this arrangement, the Contractor is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Client an affidavit of compliance with this obligation in the previous calendar year.
5. The Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Framework Agreement. At the same time, the Parties confirm by their signatures that all the assurances and documents hereunder are true, valid and legally enforceable.
6. 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.
7. The Parties agree that in accordance with Section 219(1)(d) of 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). The Client shall arrange for the publication. Performance of the subject of this Framework Agreement completed prior to the effective date of this Framework Agreement shall be considered the performance under this Framework Agreement, whereas the related rights and obligations shall be governed by this Framework Agreement.
8. The Framework Agreement is drawn up in the English in two copies with the validity of the original from which each of the Parties will receive one copy.
9. The Parties represent and warrant that they have read this Framework Agreement and accept its contents, in witness whereof they attach their signatures.
10. The following Annexes forms an integral part of this Framework Agreement:
 - Annex No. 1: Technical Specification
 - 1a: Technical specification
 - 1b: Technical description [the Participant to submit according to the instruction in the Art. 15.2 of the Tender Documentation]
 - Annex No. 2: Acceptance Protocol template
 - Annex No. 3: Specification of quality inspection

In Prague, date [.]

In [to be completed by the
Contractor in place of signature]
date [.]

For the Client:

For the Contractor:

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

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

[the Contractor to add the job
positions of the person signing the
Framework Agreement]

[the Contractor to add its name]

Production and supply of prelaminated card inlays with windows for ID1 cards

Technical specification

ANNEX 1 to the Framework agreement for production and supply of prelaminated card inlays with windows for ID1 Cards No. 012/OS/2023

Elaborated: STÁTNÍ TISKÁRNA CENIN, státní podnik
Růžová 6, House. 943, Prague 1, 110 00
(hereinafter the “STC”)

1 Technical specification

- **Subject of the order**

White prelaminated card inlay with transparent window for production of ID1 card – Czech driving licence card (hereinafter the “DL card”), delivered in 15up (3x5 pcs on the sheet).

- **Inlay technical specification**

- made from polycarbonate layers, white layers and transparent layer for the window part
- polycarbonate layers must be compatible with the Makrofol® ID layers from company Covestro in order to maintain the compatibility of the lamination process with existing layers
 - client requires to know which structure have the polycarbonate layers in prelam
 - in the case of the use of polycarbonate layers other than Makrofol® ID layers, client requires an explicit compatibility guarantee with the Makrofol® ID layers in production process in STC
 - the DL card is composed of Makrofol® ID foils only
- the maximum thickness of inlay must be 340 µm including tolerance (client prefers lower thickness than maximum)
- the transparent window must be filled with the polycarbonate material
- the inlay does not contain contactless chip module and antenna (no electronics)
- the final product ID1 card with inlay including has to fulfil quality and stress tests against the latest standards and guidelines such as ISO 10373-3 and beyond

- **Design of the transparent window**

- the complicated shape of the window – map of Czech Republic (shape outline)
- the transparent window has to keep the shape of the map of the Czech Republic, both in the production of inlay and in the production of the card
- dimension and position of the window on the card + position of 15 windows on the sheet – see the layout in the Attachment no. 2
- position tolerance ± 1 mm in x and y axis (tolerance of the center of the window to the right registration mark, closer to the reference corner, marked in the layout)
- the current DL card printing design will be used (minor design changes are available according the final conception)

- **The sheet specification**

- 15up format (3x5)
- Sheet size: 295 x 330 mm (layout in the Attachment no. 1, no. 2)
- Sheet must include the black printed marks (registration crosses for registration during the collating process (dimension and position in the Attachment no.1,no.2)
- Final technical drawing will be prepared by the supplier, the thickness of the inlay with its tolerances has to be included

2 Packaging

The sheets will be packed in boxes with a plastic infilling, 6x 96 pc of sheets. Each box will be numbered in ascending order and marked of the label. A date, a production no., a batch no. and the quantity of sheets will be marked on the label. These six boxes will be packed into the transport box (container). These transport boxes must be also numbered and marked of label (no. of transport box, no. of c boxes in, date of packing) and sealed.

3 Storage Conditions

Acceptable storage conditions:

Temperature range 10 to 25°C with a maximum relative humidity of 60%

4 Attachments

No.	Description
1	Attachment no. 1_ SHEET Layout_transparent window CZ with registration marks_v1.0_230308
2	Attachment no. 2_ Posititons_transparent window CZ with registration marks_v1.0_230308

Acceptance Protocol (*Template*)

ANNEX 2 to the Framework agreement for production and supply of prelaminated card inlays with windows for ID1 Cards No. 012/OS/2023 (hereinafter referred to only as “Agreement”)

Production of Prelaminated card Inlays with transparent window for ID1 cards

Client: **STÁTNÍ TISKÁRNA CENIN, státní podnik**
with its registered office at Praha 1, Růžová 6, House No. 943, Postal Code 110 00, Czech Republic
registered in the Commercial Register administered by the Municipal Court in Prague, Section ALX, File 296
Comp. Reg. No.: 00001279

Contractor:
.....
.....
.....
.....

The Contracting Parties confirm that:

- the Production of Pilot sheets has been performed within the scope defined in Technical specification (Annex 1 to the Agreement);
- the part of the subject of the Agreement (testing version) specified in the Article II, paragraph 1 of the Agreement has been accepted.

This Protocol is drawn up in two counterparts and signed by the Representatives authorised for factual and technical matters of both Parties.

In....., on.....

On behalf of the Client:
Státní tiskárna cenin, státní podnik
Name.....
Title.....
Signature.....

On behalf of the Contractor:
.....
Name.....
Title.....
Signature.....

Prelaminated card Inlays with transparent window for ID1 cards

Specification of quality inspection

ANNEX 3 to the Framework agreement for production and
supply of prelaminated card inlays with windows for ID1 cards
No. 012/OS/2023

Elaborated: STÁTNÍ TISKÁRNA CENIN, státní podnik
Růžová 6, č. p. 943, Praha 1, 110 00

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2	Quality requirements	Chyba! Záložka není definována.
3	Acceptance of deliveries and test procedures	44
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General description

The technical specification of the prelaminated card inlay with transparent window is included in the Annex_1 of the Framework agreement. Transparent windows are placed on prelaminated polycarbonate sheet 295x330 mm, with 15 positions of ID1 card (arrangement 3x5). The tolerance of the transparent window position is ± 1 mm in x and y axis (tolerance of the center of the window to the right registration mark, closer to the reference sheet corner). Deliveries of the sheets cannot start before the approval of Pilot sheets by the Client.

Nominal, Limit and Quality Samples

For the purpose of this Annex_3 the terms “Nominal Sample”, “Limit Sample” and “Quality Sample” shall have the following meaning:

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

“Nominal Sample(s)” shall mean the standard for the DL cards production (nominal quality reference).

“Limit Sample(s)” shall mean the quality reference for still acceptable defects. These samples will be agreed upon by both Parties. „Limit Sample“ will be established according to the Limit values for stated parametres, listed in the table below.

“Quality Sample(s)” shall mean samples which are produced from each production batch by the Client and is compared to the Nominal and Limit sample.

“Limit values” shall mean the degree of acceptability of deviations from the perfect condition (nominal quality reference). If the controlled parameter extends the Limit value, then it is a defect that by its nature impairs the appearance or functionality of the DL card.

Table of Limit values:

No.	Evaluated parametr	Method of evaluation	Limit value of acceptability
1	Sheet size	Measuring device	must correspond to the Technical drawing*
2	Position and design of transparent windows and registration marks on the sheet	Measuring device	15 ± 0 pcs of transparent window on the sheet, must correspond to the Technical drawing
3	Partly or fully missing transparent window	Visually with the naked eye/machine reading	Not acceptable
4	Contamination	Visually with the naked eye /machine reading (evaluated on non laminated sheet)	No impurities in the card photo area is acceptable. Impurities in the rest of card: max 1 loose particle ≤ 1 mm ² for each sheet.
5	Negative flaking**	Visually with the naked eye /machine reading	≤ 0.1 mm
6	Positive flaking ***	Visually with the naked eye /machine reading	≥ 0.1 mm
7	Lamination defects	Visually with the naked eye /machine reading	Single defects ≤ 0.5 mm ² , no lamination defects in the photo area is acceptable

*Technical Drawing is included in Technical specification - Annex No. 1 of the Framework agreement

** Negative flaking – missing parts of the transparent window in relation to the defined shape

*** Positive flaking – parts of the transparent window, which are over to the defined shape

Measuring device is a transparent control film with printed sheet edges, register marks, transparent window positions and according the Technical Drawing. The measuring device will be made by the Contractor and provided to the Client before the first delivery.

The table of limit values the proposal can be supplemented/modified only after the agreement of both parties, regarding the production technology and its limits.

Defects and Defects catalogue

Defect catalogue will be used to store agreed Nominal and Limit samples and non-laminated sheet samples used for Nominal and Limit samples preparation.

If any new defect arises during the production of sheets, the Contractor has to notify the Client without any delay. The new defect will be add to the Defect catalogue and the Contracting Authority will evaluate, if the new defect and to what extend is acceptable or unacceptable. If a new quality limit will be approved, the defect catalogue has to be supplemented by the new Limit samples. The validity date for the new quality limit must be mutually agreed by the Parties.

Acceptance of deliveries and test procedures

Outgoing Inspection Contractor

The Contractor will provide the quality control for each production batch in minimum scope of controlled parameters according to the table of Limit values stated in the Article 1.1 above. The Contracting Authority does not require a lamination test to be performed.

As proof that the delivered products has been duly tested and declaration that the delivered products meets all stated parameters, the Contractor fill the Certificate of Conformance and send to the Client with each production batch.

3.2 Incoming control at the Contracting Authority.

After each delivery the Contracting Authority will perform the receiving inspection test (standard AQL quality inspection). The nonlaminated sheets will be controlled according conditions stated below and also the Quality samples will be prepared and compared with the Nominal and the Limit Sample. Then the Certificate of Conformance will be filled, if some of limit values will be exceeded, so such material will be considered insufficient and will not be released for production. The sheets for receiving inspection are performed by the ISO 2859-1, the single sampling plans for normal inspection, general inspection level II. The sheets are controlled according to parameters (defect description/test methods and limit values) specified in the Certificate of Conformance. The result of each inspection test shall be supplied to Contractor on request.

3.3 Procedure for defects

If the actual results during the Client incoming quality control or production of DL card, deviate from the Limit values, stated in the Article 1.1 above (the limit values will be exceeded) or a new defect appear, the Client will immediately inform the Contractor without any delay. In such a case, information regarding type of defect, the control number (label with detailed batch number) and photos of the defects will be electronically sent to Contractor and the Complaint is initiated.

The Contracting Authority shall send back defective Sheets, as well as laminated Quality Samples on request by Contractor. The material will tread according the security rules and limited people do have access to the material from the Contracting Authority.

Control Numbers, subject to a notice of defect, will not be released for production, and will be stored separately until the Complaint is closed.

Attachment No. 1 – Draft of Certificate of Conformance, AQL report

CERTIFICATE OF CONFORMANCE – AQL protocol

Prelaminated cards inlays for ID1 cards with transparent window/ Protocol number:

Project:

Number of production batch:

Delivered quantity:

Code of selection/ Volume of controlled sheets:

Delivery date:

We confirm that the above product has been properly tested according to our internal testing procedures and declare under our sole responsibility that the results meet the standard that has been defined for this project.

The AQL value for all deliveries is according to DIN ISO 2859-1 as **0.65 normal test method, level II**, for all tests except the test method regarding the number of elements per sheet and the completeness of the design.

Test method	Limit values	Number Y / N	Y / N
Product dimensions + presence of registration marks	According the Technical drawing/control film		
Position of transparent window	± 1 mm /control film		
Lamination test	Limit sample		
Contamination/Impurities	max.1 loose particle ≤ 1,0 mm ² per sheet		
Negative flakings	≤ 0,1 mm		
Pozitive flakings	≤ 0,1 mm		
Lamination defects	Single defects ≤ 0.5 mm ² , no lamination defects in the photo area is acceptable		

The AQL value for the test method regarding the number of elements and the completeness of the design for supplies are according to DIN ISO 2859-1 as **0.025 normal test method, level II**.

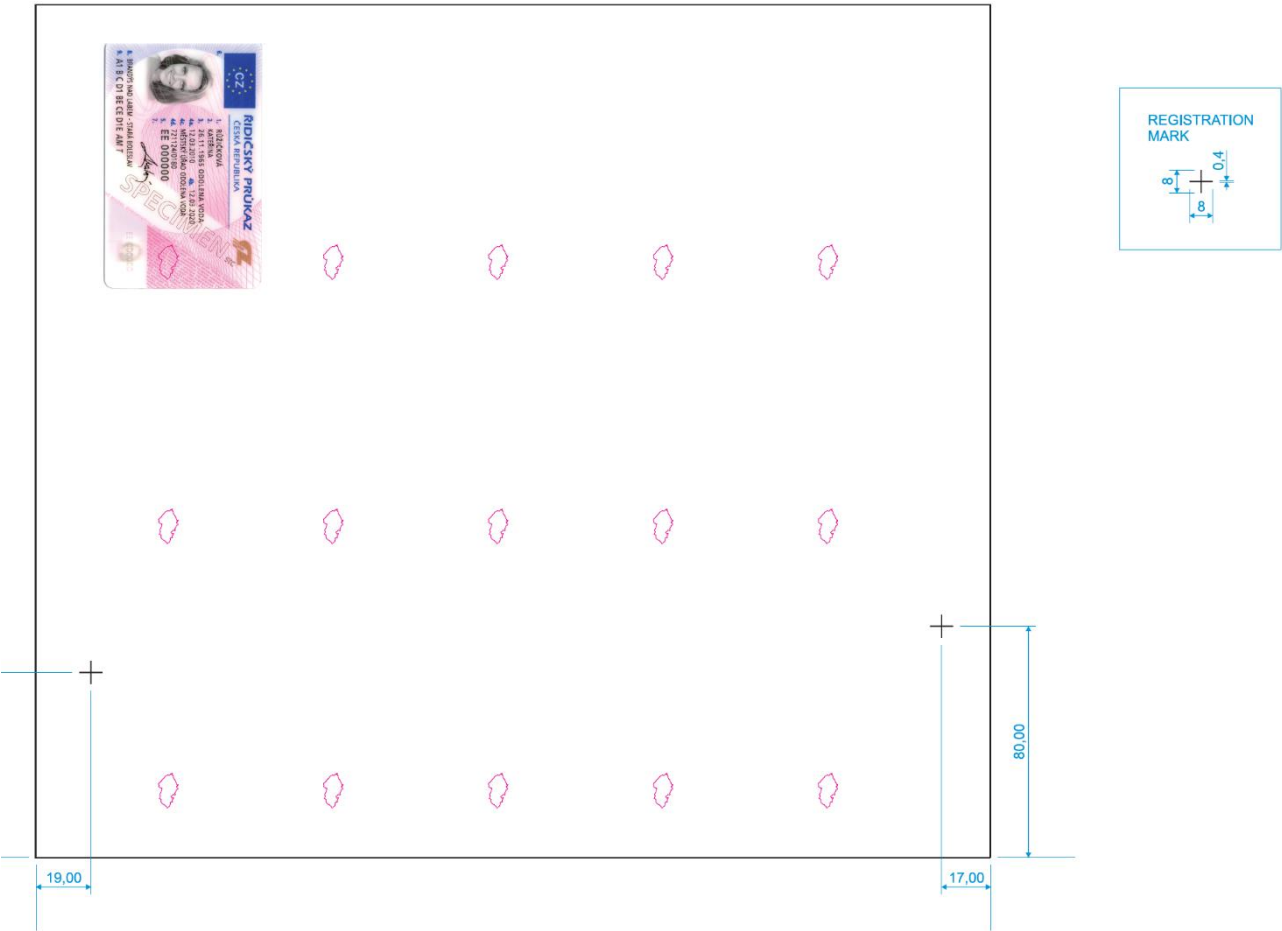
Test method	Limit values	Test result
Number of transparent windows on the sheet	15 ± 0	
Missing, incomplete design	According aproved design/ technical drawing	

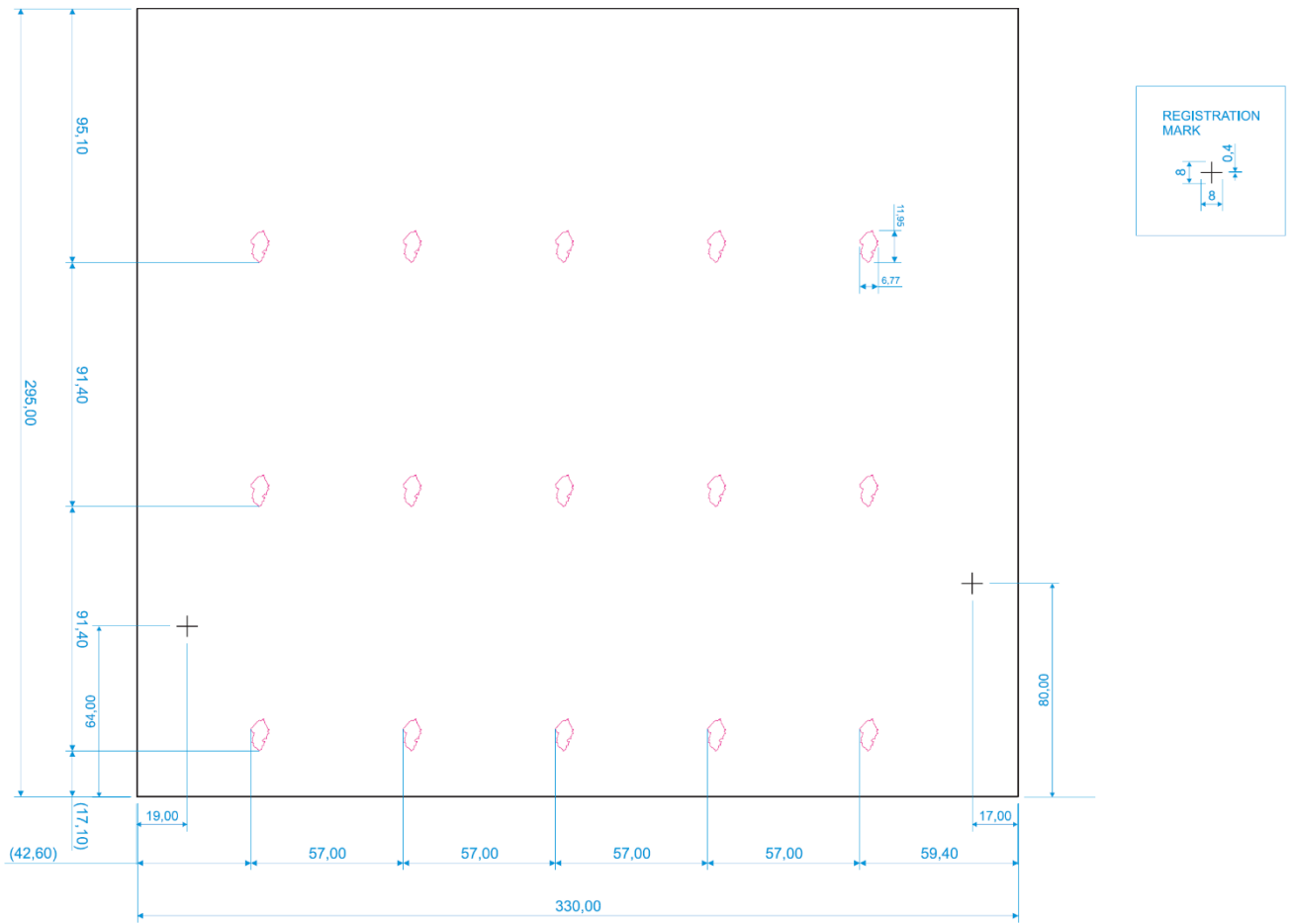
Delivery accepted : yes

Delivery accepted: no

The inspection was performed by:

Date:





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 prelaminated card inlays with windows for ID1 cards – <i>Výroba a dodávky předlaminátů s okénkem pro ID1 karty</i>”
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:	Monika Řeháčková
E-mail:	rehackova.monika@stc.cz
Contractor	
Name:	.....
Registered office:	.....
Correspondence address:	.....
Company Reg. No., Tax Reg. No.:	.....
Tel.:	.....
E-mail:	.....
Person competent to act on behalf of the Contractor:	.....
Contact person:	.....
Tel.:	.....
E-mail:	.....
Small or medium-sized enterprise	YES / NO

AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

Public Contract Name:

“Production and supply of prelaminated card inlays with windows for ID1 cards – *Výroba a dodávky předlaminátů s okénkem pro ID1 karty*”

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

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 prelaminated card inlays with windows for ID1 cards – *Výroba a dodávky předlaminátů s okénkem pro ID1 karty*“

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

In accordance with the contracting authority's requirement stated in Article 10.4.1 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:	
Name of the client the contract was performed for:	
Period of performance:	
Scope of performance (subject):	
Client's contact person with whom the information may be verified (name, business telephone number and email)	

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

LIST OF SUBCONTRACTORS

Public Contract Name:

“Production and supply of prelaminated card inlays with windows for ID1 cards – *Výroba a dodávky předlaminátů s okénkem pro ID1 karty*”

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

(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.²

² 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.

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 Act³: 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.

³ 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 from the website <https://or.justice.cz/ias/ui/rejstrik>, whereas from this website companies enlisted in the Czech commercial register may download the electronic version, which has a value of the electronic original. No fee shall be paid.

Annexes:

Annex 1a – Form financial_CZE

Annex 1b – Form financial_ENG

Annex 2a – Form social_CZE

Annex 2b – Form social_ENG

ANNEX 1a (Form_financial_CZE)

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

[nebo jiný místně příslušný finanční úřad]

V _____ dne _____

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

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

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

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

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

Email: _____

Telefon: _____

Přílohy:

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

“Signature”

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

ANNEX 1b (Form_financial_ENG)

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

[or different locally competent Tax Authority Office]

In _____ date _____

Application for a certificate of non-existence of tax arrears

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

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

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

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

Email: _____
Phone : _____

Annexes:

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

"Signature"

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

"Name of your company"

ANNEX 2a (Form_social_CZE)

PRAŽSKÁ SPRÁVA SOCIÁLNÍHO ZABEZPEČENÍ

Územní pracoviště pro Prahu 8

Trojská 1997/13a

182 00 Praha 8

Česká republika

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V _____ dne _____

Žádost o vystavení potvrzení o bezdlužnosti

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

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

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

Email: _____

Telefon: _____

Přílohy:

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

“Signature”

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

ANNEX 2b (Form_social_ENG)

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

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

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

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

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

Email: _____

Phone : _____

Annexes:

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

“Signature”

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

“Name of your company”

AFFIDAVIT ON CONFLICT OF INTERESTS

Public Contract Name:

“Production and supply of prelaminated card inlays with windows for ID1 cards – *Výroba a dodávky předlaminátů s okénkem pro ID1 karty*”

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

(hereinafter “**the Contractor**”)

As a person authorized to act in the name of or for the Contractor, 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 interests⁴, 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.

⁴ 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 prelaminated card inlays with windows for ID1 cards – *Výroba a dodávky předlaminátů s okénkem pro ID1 karty*“

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

(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.