

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

Supply of Contact Chip Modules //

Dodávky kontaktních čipových modulů

(hereinafter "**Public Contract**")

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

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

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

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

2. COMMENCEMENT OF THE TENDER PROCEDURE

This tender procedure has been commenced in accordance with Section 56 (1) of the Act upon sending of the Notice of the Tender Procedure Commencement to the Official Public Procurement Journal in accordance with the Sec. 212 of the Act.

3. SUBJECT OF THE PUBLIC PROCUREMENT

- 3.1 The subject of this public contract is the Contractor's obligation to produce and supply the Contracting Authority contact chip modules with operating system based on platform Java Card and Global Platform including on board applications for the purpose of the further processing of identification cards, pursuant to the Technical specification, which is Annex No. 1a of the Draft Contract („**General technical Specification**“) (hereinafter the “**Chips**” or “**Chip**”).
- 3.2 Further definition of the subject of performance of this public contract is provided especially in Annex 1 hereof – “**Draft Contract**” (hereinafter the “**Draft Contract**”)
- 3.3 A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of this public contract is in the Draft Contract and is binding for Contractors in a full extent.
- 3.4 Purpose of use of the demanded Chips within the Public Contract is mainly a production of Czech Identity Documents by the time of launching the Public Contract. Nevertheless, the Draft Contract is not limited to any specific project or specific purpose of use of the demanded goods to maintain a flexibility for future projects the Contracting Authority may be involved.
- 3.5 In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.

3.6 Wider societal interests:

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

3.7 Classification of the subject of the Public Contract

CPV code	Subject of the Public Contract
31712354-6	Transistor chips

4. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

- 5.1 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 piece of Chip is 0,720 EUR excl. VAT.

- 5.2 The tender prices stated in the **Art. V (1) of the Draft Contract** shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.
- 5.3 The Contracting Authority requests that the Contractors to stipulate their tender prices **with a precision of three decimal places.**
- 5.4 The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 5.5 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.
- 5.6 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.**

6. 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.

7. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

7.1 Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in October/November 2023.**

7.2 Period of performance of the Public Contract:

- **binding time limits are determined in the Art. IV of the Draft Contract**
- **further terms are stipulated in the Annex 5 of the Draft Contract ("Time Schedule")**
- **term of the Draft Contract is determined in the Art. XIII of the Draft Contract**

8. QUALIFICATION REQUIREMENTS

8.1 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 in pursuant to Sec. 77 of the Act and the technical qualification in pursuant to Sec. 79 of the Act in compliance with the requirements stated in this TD, i.e. it is not allowed to substitute the required documents by a statutory declaration.

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 originals or certified copies of the qualification 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.

8.2 Basic Capacity

8.2.1 A Contractor shall not be considered qualified if:

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

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

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

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

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

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

- a) an extract from the Criminal Register regarding the 8.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 8.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 8.2.1 (b) of this TD,
- d) a written sworn statement regarding the 8.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 8.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the Contractor is not recorded in the registry, regarding the 8.2.1 (e) of this TD.

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

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

- a) a certificate issued by the competent Czech tax authority regarding the 8.2.1 (b) of this TD,
- b) a written sworn statement on excise tax regarding the 8.2.1 (b) of this TD,
- c) a written sworn statement regarding the 8.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 8.2.1 (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 8.2.1 (a) of this TD,
- b) the 8.2.1 (b) of this TD,
- c) the 8.2.1 (c) of this TD,
- d) the 8.2.1 (d) of this TD,
- e) the 8.2.1 (e) of this TD; whereas

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

If the required document is not issued under the applicable law of said

country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by **a written affidavit**.

8.3 Professional Qualification

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

8.4 Technical Qualification

8.4.1 Significant Supplies

In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 2 significant supplies** provided by the Contractor during the last **3 years before the commencement of the tender procedure**, including the periods of performance of the supplies and the client's identification data, whereas the minimal level to fulfil this criterion are the following requirements:

- **As a significant supply** the Contracting Authority considers **a supply of chips:**

a) which comply with the following requirements:

1. Target usage of the product
<ul style="list-style-type: none"> • eGovernment solution, such as a national ID Card
2. Chip Module and OS basic specification
<ul style="list-style-type: none"> • Contact chip module • JAVA based OS • Based on Global Platform specification • CC certified solution
3. Basic functionalities
<ul style="list-style-type: none"> • Standard PKI functionalities • Authentication functionality • Electronic signature functionality (SSCD functionalities) • Personal data file system • Card management operations (PIN management, certificate management)

b) whereas the supply was in the minimum total amount of at least 1 400 000 pcs of chips during the last three years before the commencement of the tender procedure.

- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered one significant supply based one or more contracts/orders in the case it was delivered to the same client and in line with the scope stipulated above.

- 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 Contracting Authority states, that the method of delivery of the chips does not matter, therefore the Contracting Authority does not define how the chips were delivered and it will be accepted both the method of delivery of the chips themselves on the strip in the coil and the delivered chips, that have been implemented in the cards.

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

- name of the contractor who provided the performance (could be the Contractor or a subcontractor),
- name of the client the contract was performed for,
- period of performance (in details of months),
- scope of performance (subject),
- client's contact person with whom the information may be verified (name, business telephone number and email, in compliance with the applicable personal data protection laws in the country of the Contractor),
- *(optional requirement)* confirmation provided by the client proving due execution of performance (can be replaced by a written affidavit from Contractor, nevertheless the Contracting Authority prefers the submission of a client's confirmation).

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

8.4.2 Security process with respect to management of security printing processes

Minimal level for the qualification fulfilment proving:

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

In accordance with the provision under Section 79(2)(e) of the Act, the Contractor shall prove, that it has implemented security processes to ensure **the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract² in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively requirements 1-12 stated in the Annex no. 4 of the Draft Contract, whereas all the**

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

requirements stated there are based on the requirements of ISO 14298 and CWA 15374 and must be interpreted in accordance with ISO 14298 and CWA 15374.

Manner of fulfilling:

- by submitting a valid certificate of conformity of management of security printing with requirements of “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, issued by an person accredited by INTERGRAF a.i.s.b.l., or by submitting a confirmation of the given certifying authority on a successful certification and preparation of new certificate issuance,
- or
- by submitting a written affidavit of the Contractor attached as Annex 3c hereof, whereas the Contractor shall be obliged to state that it fulfils all requirements.

8.4.3 Technical requirements with respect to production quality management

Minimal level for the qualification fulfilment proving:

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

Manner of fulfilling:

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

8.4.4 In accordance with the provision under Section 79(2)(l) of the Act, the Contractor shall submit the certificates and testing reports attesting the conformity of the requested product with a required technical standard or technical specification, in its tender:

a) Proof of QSCD keys origin

The Chip shall have a function that can be used to prove the origin of the generation of the QSCD keys, and the Contracting Authority is aware that there are several ways in which this function can be proven and fulfilled.

Note: eIDAS regulation requires to prove the key provenance in order for the Certification Authorities to issue qualified certificates for qualified electronic signatures.

The Contractor shall demonstrate this requirement in the form of any certificate from an external authority, if available, or in a form of a written affidavit from the Contractor, that includes a technical description of how the required **QSCD key provenance** function is also fulfilled.

This function will be further verified during testing in accordance with Annex No. 6 hereof "Sample SET 1 testing".

b) Resistance of the Chip to both ROCA and MINERVA vulnerabilities.

The Contractor shall prove such a requirement in a form of a written affidavit of the Contractor or any kind of a certificate from an external authority, if disponible.

8.4.5 In accordance with the provision under Section 79(2)(k) of the Act, the Contractor shall submit samples of the products to be supplied:

- **40 pcs of white ID1 testing cards with the Chips, generic initialization with testing generic transport key; including:**
 - a. **Personalization manual – fully describing all the aspects of the personalization of the Chip;**
 - b. **Example of personalization script.**

(Samples required to be submitted according to the 8.4.5 hereof hereinafter referred to as the "**Qualification Samples**")

Detailed information for testing of Qualification Samples are in the Annex No. 6 hereof "Sample SET 1 testing".

A complete overview of testing samples after signing the Draft Contract is in Annex No. 1e to the Draft Contract ("Sample testing").

8.5 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.

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

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

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

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

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

8.7 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.

8.8 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.

8.9 Special methods of submitting proof of qualifications

8.9.1 Using an extract from a list of qualified Contractors

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

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

8.9.2 Proof of compliance with the qualification requirements using a certificate

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

8.10 Requirement to specify subcontractors

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

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

If the 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).

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

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

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

9. EVALUATION CRITERIA, METHOD OF EVALUATION

9.1 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.

9.2 The total economic advantageousness of the tender will be evaluated by awarding points according to the criteria as stated below, determined in the descending order, with a weight determined as percentage.

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

	Name of the Evaluation partial criteria (Sub-criteria)	Weight in %
A	Unit price for one piece of Chip in EUR excl. VAT in accordance with Art. V (1) of the Draft Contract	89,5 %
B	Chip type offered - IAS Classic v5.2 on MultiApp V5.0	10,5%

9.4 Sub-criterion A: Unit price for one piece of Chip in EUR excl. VAT

Under this sub-criterion, the Contractor shall submit the unit price in its tender, specifically by filling in Art. V (1) of the Draft Contract.

The Contracting Authority will evaluate the tender price in EUR, excl. VAT, on a scale from 0 to 100. Each tender will be assigned a score under this sub-criterion, which reflects the rate of success of the respective tender in terms of the evaluation sub-criterion. For this sub-criterion, under which the most advantageous tender has the minimum value of the sub-criterion, the assessed tender will be assigned a score, calculated as the ratio of the most advantageous tender to the assessed tender multiplied by 100.

The score reduced by the weight of this sub-criterion will be used for total evaluating the tenders, i.e. the individual scores of tenders under this sub-criterion will be multiplied by the weight of this sub-criterion.

9.5 Sub-criterion B: Technical Parameter – “IAS Classic v5.2 on MultiApp V5.0”

The Contractors shall be obliged to state the relevant information in its tender, specifically in **Description of offered technical solution** required in accordance with Art. 13.5 (1) hereof, from which it will be evident whether the solution offered by the Contractor in its tender is identical to the “IAS Classic v 5.2 on MultiApp V5.0” solution or not.

Within this sub-criterion the points shall be awarded as follows:

- The Contractor offering “IAS Classic v5.2 on MultiApp V5.0” shall be awarded by full number of points within this sub-criterion, that means **10,5 points**. This technical solution is preferred by the Contracting Authority.
- The Contractor not offering “IAS Classic v5.2 on MultiApp V5.0” shall be awarded by zero points within this sub-criterion, that means **0 points**. Receiving zero points within this sub-criterion does not mean that the Contractor has not fulfilled the technical specification stipulated by the Contracting Authority. A technical solution other than the use of “IAS Classic v5.2 on MultiApp V5.0” Chips imposes extra financial costs for the Contracting Authority and significant time extension associated with the necessary implementation of a new solution than the solution with “IAS Classic v5.2 on MultiApp V5.0” Chips, therefore it is less preferred.


9.6 Method of evaluation

Based on the sum of the resulting scores under both subcriteria, the tenders will be ranked depending on their rate of success, where the most successful tender will be the tender which achieved the highest score.

If more than one Contractor receives the same number of points in the sum of both evaluation subcriteria, the Contracting Authority states that it will give a priority to the Contractor that offers “IAS Classic v5.2 on MultiApp V5.0” (Subcriterion B). Should more than one tender be the highest ranked, the winner will be decided by lot.

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.

10. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

- 10.1** The payment and business terms and conditions are specified in the binding Draft Contract.
- 10.2** The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete by yellow colour: .
- 10.3** The Contractor shall submit the Draft Contract as a part of its tender in a simple

copy including the Annexes, signed by the person authorised to act on behalf of the Contractor.

10.4 In case of a joint tender, all Contractors shall be stated in the Draft Contract.

11. 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://mfcz.ezak.cz/profile_display_53.html.

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

12.1 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.

12.2 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.

12.3 The Contracting Authority may also provide written clarification of this TD to the Contractors without a prior request.

12.4 To comply with the principle of equal treatment of all Contractors, the potential clarifications, amendments, or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority's profile / electronic instrument https://mfcz.ezak.cz/profile_display_53.html.**

12.5 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.**

12.6 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.**

13. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

13.1 The present TD is binding upon the Contractor.

13.2 Legal form

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

13.3 Conflict of Interests

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

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

13.4 Sanctions in connection with Russian aggression on the territory of Ukraine

Especially in connection with:

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

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

13.5 Description of technical solution, 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 specification and documentation regarding the offered technical solution, which **shall be in accordance with all requirements of the Contracting Authority in this public contract**, as a part of determined technical conditions of participation:

1. **Description of offered technical solution, i.e. of the Chips**, which shall be drafted minimally in a detail, that the Contracting Authority may verify that all the requirements stated in the Annex 1a of the Draft Contract are fulfilled.

Among others it shall be evident from this document that the solution offered by the Contractor in its tender is identical to the "IAS Classic v 5.2 on MultiApp V5.0" solution or not (according to Art. 9.3 and 9.5 hereof).

2. **Chip technical drawing**, with a design of Chip line with measurements including thickness and design of front and back side of the Chip. The drawing shall contain a recommended punching size and maximum potting surface as well.
3. **Chips datasheet and, if available, other documentation with detailed technical description of the Chips**
4. **Chips operating system datasheet and, if available, other documentation with technical specification of the operating system of the Chips**
5. **Standard conditions of use and storage conditions of Chips**

The Participant has the obligation to submit the standard conditions of use and storage conditions of Contractor, if they are different from the storage conditions of the Contracting Authority in Annex No. 2a of Draft Contract.

6. EU list of QSCD devices

The Chip (chip, operating system and PKI applet(s)) may be listed as a QSCD device on EU list of QSCD devices:
https://eidas.ec.europa.eu/efda/notification-tool/#/screen/browse/list/QSCD_SSCD

The Contractor shall prove such a optional requirement in a form of a written affidavit of the Contractor, where the Contractor shall state a name of the Chip which is being offered within the Public Contract and the tender, so the Contractor Authority shall verify that the Chip is listed as a QSCD device on EU list of QSCD devices.

Document submitted in accordance with the Article 13.5 (1) hereof shall create Annex no. 1b of the Draft Contract.

Document submitted in accordance with the Article 13.5 (2) hereof shall create Annex no. 1c of the Draft Contract.

Document submitted in accordance with the Article 13.5 (5) hereof shall

create Annex no. 2b of the Draft Contract. *(If submitted by the Participant)*

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

14.1 Actual Owners

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

14.2 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 Contractor 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 5 hereof.

14.3 Security Audit

14.3.1 If the selected Contractor or any third entities through them the given qualification criterion has been proved according to the Sec. 8 hereof submitted within its tender the written affidavit attached as Annex 3c hereof in accordance with the Art. 8.4.2 hereof, the selected Contractor is obliged to enable and ensure the Contracting Authority the possibility to run a security audit before signing the Contract in accordance with Section 104(a) and (e) of the Act (hereinafter the “**Security Audit**”) in order to check implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract.

14.3.2 The Security Audit, its extent, course, duration, demands regarding staff allocation is further stipulated in **Annex 4 of the Draft Contract.**

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

14.4 Authorisation for Handling of Confidential Information

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

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

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

submit an written affidavit of the Contractor / a subcontractor according to the Sec. 45 (3) of the Act, stating that the relevant **foreign legal regulation does not recognise the classification level of the "RESTRICTED" ("VYHRAZENÉ")**.

14.5 Test of samples

In accordance with the Sec. 104 (b) of the Act, before signing the contract, the Contracting Authority shall run a test specified below on the Qualification Samples 1 submitted by the selected Contractor in compliance with the Art. 8.4.5 hereof within the tender.

Further details regarding the scope of requirements and the minimum degree of fulfilment of such a test and course of the test fulfilment assessment are stated in Annex 6 hereof.

The Contracting Authority notifies, that this test of samples shall take place **approximately 45 days, provided the selected Contractor cooperates.**

If the submitted sample does not meet the requirements of the Contracting Authority, then the selected Contractor shall be excluded from the tender in compliance with Sec. 122 (7) of the Act. The sample shall not be returned to the Contractor.

14.6 Certification for offered Chips (CC and SSCD certification requirements)

In accordance with the provision of the Sec. 104 (a) of the Act, the selected Contractor shall, prior to entering into the Contract, submit confirmations by the external authorities of the following certifications, at least in a form of plain copies:

- CC certification requirements:
Java Card Platform – minimum EAL 5+
On board applications – minimum EAL 5+
Chip - minimum EAL 6+
- SSCD certification requirements:
Secure Signature-Creation Device Type 2 and Type 3
QSCD certification - Qualified Electronic Signature Creation Device (QSCD) in accordance with the European Regulation 910/2014 – eIDAS

14.7 Reliability of domestic VAT payers

14.7.1 The Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable tax payer pursuant to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended. In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor, who is a domestic VAT payer, is required to submit a plain copy of **an extract/print screen from the database published by the tax administrator in a manner that allows remote access, the so-called "Register of VAT Payers/Registr plátců DPH"**.

14.7.2 Given the current legislation and the fact that the Contracting Authority is not liable for VAT on behalf of a Contractor, who is not a domestic VAT payer (in the Czech Republic), requirement stated in the Art. 14.6.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

14.8 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.

14.9 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. IX (1) of the Draft Contract. An equivalent document for proof of this requirement is also a simple copy of the insurance certificates or a simple copy of the confirmation of insurance Contracts issued by the insurer.

15. TENDER SUBMISSION CONDITIONS

15.1 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.

15.2 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.

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

16. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

16.1 The deadline for the tender submission (incl. Qualification Samples) shall end on 09.06.2023, 09:00 AM.

16.2 The Contractor shall prepare the tender in electronic form excluding the Qualification Samples required in Art. 8.4.5 hereof, which shall be delivered in accordance with the Sec. 211(3)(c) of the Act separately, in a manner described below.

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

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

16.4 Submitting Qualification Samples as a part of tenders in material form:

The Contractor is responsible for delivery this part of its tender in a timely manner. The part of tenders shall be delivered to the Contracting Authority's registry desk: STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6, House 943, 110 00 Prague 1, Czech Republic, during regular business days between 8:00 – 14:30.

This part of tender shall be submitted in sealed envelope/box secured against unauthorized opening and marked with the tender title “**Supply of Contact Chip Modules / Dodávky kontaktních čipových modulů – TENDER - DO NOT OPEN**”. The Contractor's identification must be specified on the envelope/box.

16.5 The Contracting Authority recommends using the following order:

- **Content of the tender**
- **Tender cover sheet (Annex 2 to this TD)**
- **Draft Contract including Annexes (Annex 1 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **basic capacity,**
 - **professional capacity,**
 - **technical qualification.**
- **List of sub-contractors (Annex 4 to this TD)**
- **Description of technical solution, technical documentation (Art. 13.5. of this TD)**
 - Description of offered technical solution, i.e. of the Chips
 - Chip technical drawing
 - Chips datasheet and, if available, other documentation with detailed technical description of the Chips
 - Chips operating system datasheet and, if available, other documentation with technical specification of the operating system of the Chips
 - Standard conditions of use and storage conditions of Chips
 - EU list of QSCD devices (optional requirement)
- **Affidavit on Conflict of Interests according to Annex 7 to this TD**
- **Affidavit on Applied Sanctions according to Annex 8 to this TD**

16.6 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.

16.7 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.

17. OPENING OF TENDERS

- 17.1** 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)**, which is the Contractor authorised to deliver to the Contracting not sooner than after the deadline for tender submission elapsed
- 17.2** The opening of parts of tenders in material form, i.e. **Qualification Samples**, shall take place **without undue delay after the expiry of the limit for the submission of tenders**. The Contracting Authority hereby states that it shall be a public event analogically in accordance with Sec. 110 of the Act, which shall take place in a conference room at the seat of the Contracting Authority at the address: **Prague 1, Růžová 6, House 943, Postal Code 110 00, Czech Republic**. Participants who submitted a tender are entitled (not obliged) to take part in a maximum number of one representative per the participant. The attendees are requested to prove their either legal relationship or contractual authorisation to act on behalf of the participant.

18. OTHER PROVISIONS

- 18.1** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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.
- 18.5** The tenders or individual parts of the tenders submitted by the Contractors or

excluded Contractors shall not be returned.

18.6 According to the Section 6 (3) of the Act the Contracting Authority restricts participation in the tender procedure of such Contractors that have not a registered office in:

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

19. ANNEXES

Annex 1 – Draft Contract

Annex 2 – Tender Cover Sheet

Annex 3a – Affidavit on compliance with the Basic Capacity

Annex 3b – List of Significant Supplies

Annex 3c – Affidavit on Security Requirements

Annex 4 – List of Subcontractors

Annex 5 – Manual for obtaining documents regarding Basic Capacity

Annex 6 – Sample SET 1 testing

Annex 7 – Affidavit on Conflict of Interests

Annex 8 – 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 THE SUPPLY OF CONTACT CHIP MODULES

registered by the Buyer under No. 075/OS/2021
registered by the Seller under No. [the Participant may add its internal number of contract or
not add any]

(hereinafter referred to as "the Framework Agreement")

made pursuant to the provision of Section 25 and Section 56 et seq. of the Act No.
134/2016 Coll., on public procurement, as amended (hereinafter referred to as the
"PPA")

and

pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

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

Business ID: 00001279

Tax Identification No.: CZ00001279

Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as the "Buyer")

and

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

with its registered office at [.]

entered in the Commercial Register administered by [.]

Business ID: [.]

Tax Identification No.: [.]

Represented by: [.]

Bank details: [.]

Account number: [.]

IBAN: [.]

SWIFT: [.]

(hereinafter the "Seller")

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

Representatives authorized to negotiate in contractual and economic matters:

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

On behalf of the Seller: [the Participant to add the authorised person's full name and
the name of this person's position]

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Buyer: **Ondřej Hyršl**, Production Director
e-mail: HyrsI.Ondrej@stc.cz
tel.: + 420 236 031 383

Karel Kohout, Product Specialist
e-mail: Kohout.Karel@stc.cz
tel.: +420 236 031 368

Libor Šoch, Purchasing and Logistics Department
e-mail: Soch.Libor@stc.cz
tel. + 420 236 031 397

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

Representatives authorized to negotiate in security matters:

On behalf of the Buyer: **Jiří Hříbal**, Security Director
e-mail: Hribal.Jiri@stc.cz
tel.: +420 236 031 219

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

I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is concluded on the basis of the results of a over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "*Supply of Contact Chip Modules*" (hereinafter referred to as the "**Tender Procedure**"), with the Seller that meets any and all tender conditions, and the tender of which was selected as economically the most advantageous. The basis for this Framework Agreement is also the Seller's tender for the Tender Procedure submitted on **[the Contracting Authority to add its tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the "**Tender**").
2. When interpreting the content of this Framework Agreement, the Parties are obliged to take into account the tender conditions and the purpose related to the Tender Procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the tender documentation to the Tender Procedure (hereinafter referred to as the "**Tender Documentation**").
3. This Framework Agreement regulates the method for conclusion of individual partial contracts, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contracts concluded hereunder.

II. SUBJECT MATTER OF THE FRAMEWORK AGREEMENT

1. The subject matter of this Framework Agreement is the obligation of the Seller to provide to the Buyer initialised/pre-personalized contact chip modules with operating system based on platform Java Card and Global Platform including on board applications (hereinafter referred to as the "**Chips**") in accordance with Technical specification stated in the Annex No. 1 to this Framework Agreement. The Buyer undertakes to dispose of the Chips in accordance with Article IX Paragraph 11 hereof.
2. The Buyer undertakes to accept the Chips, duly delivered as regards the required quantity, type and quality of the Chips, and pay for the Chips the price specified under Article V hereof.
3. The Chips shall be produced and supplied in accordance with the Technical specification which is divided into:
 - a. the non-classified part which is set out in Annex No. 1 in its Part No. 1a, 1b, 1c, 1d and 1e, which forms an integral part of this Framework Agreement, and
 - b. the separate part which contains classified information in secrecy level "RESTRICTED" ("VYHRAZENÉ") and which is an integral part of the overall Technical specification.
4. The Seller declares by concluding this Framework Agreement that it has and for a duration of the Framework Agreement shall have established security to assure protection of classified information on the confidentiality level "RESTRICTED" ("VYHRAZENÉ") or higher. The Seller undertakes to maintain in force for the entire period of validity and effectiveness of this Framework Agreement the authorization to handle classified information on the minimal confidentiality level "RESTRICTED" ("VYHRAZENÉ"), which will be proven in the form pursuant to Art. 14.4.2 of the Tender Documentation. The Seller is obliged to notify the Buyer any changes of the established authorization without delay. The breach of any obligation stated in this provision constitutes a substantial breach of this Framework Agreement under Article XIII Paragraph 4 hereof.
5. The Seller is obliged to comply with the relevant legal norms concerning the handling of classified information during the performance of this Framework Agreement. The Seller is also obliged to comply with the Security instructions set out in Annex No. 3 to this Framework Agreement (hereinafter referred to as the "Security instructions"). The breach of any obligation stated in this provision constitutes a substantial breach of Framework Agreement under Article XIII Paragraph 4 of this Framework Agreement.
6. The Seller undertakes to ensure that the obligations referred to the preceding Paragraphs 4 and 5 of this Article shall also apply to any entity, which shall be participating within the performance of the subject matter of this Framework Agreement (i.e. subcontractors), that means in particular to secure protection of classified information and to maintain in force for the entire period of validity and effectiveness of this Framework Agreement the authorization to handle classified information on the minimal confidentiality level "RESTRICTED" ("VYHRAZENÉ"), which will be proven in the form pursuant to Art. 14.4.2 of the Tender Documentation. The Seller is obliged to notify the Buyer about any changes of the established authorization of the subcontractor without any delay. The Seller is obliged to secure cooperation on the subcontractor side. The breach of any obligation

stated in this provision constitutes a substantial breach of Framework Agreement pursuant to Article XIII Paragraph 4 hereof.

Paragraph 7. – variant A

[Participant who **is not the current supplier** of the Contracting Authority according to Purchase Agreement No. 176/2011/HM concluded on 15th November 2011, as amended, shall add the following sentence and shall delete variant B]

7. The part of Technical specification containing classified information (Art. II para. 3 point b) hereof) shall be created after the taking the effect of this Framework Agreement in cooperation with the Seller and subsequently it shall be officially provided to the Seller. The number of this classified part of Technical specification shall be established and registered with the Buyer pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended, after the creation of this classified part of Technical specification. The Contracting Parties undertake to draw up a protocol concerning the handover of this classified information, including the date of handover and the number of the classified information; the Representatives authorized to negotiate in security matters of both Parties or the Representatives authorized to negotiate in factual and technical matters of both Parties are entitled to sign this protocol. This protocol shall not be public and shall form an integral part of this Framework Agreement. A template of this protocol is Annex No. 6 to this Framework Agreement.

Paragraph 7. – variant B

[Participant who **is the current supplier** of the Contracting Authority according to Purchase Agreement No. 176/2011/HM concluded on 15th November 2011, as amended, shall add the following sentence and shall delete variant A and shall delete Annex No. 6 in the List of Annexes]

7. The part of Technical specification containing classified information (Art. II para. 3 point b) hereof) was provided to the Seller on **[to add by the Contracting Authority]**. This classified part of Technical specification is established and registered with the Buyer under No. **[to add by the Contracting Authority]** pursuant to Act No. 412/2005 Coll., on protection of classified information and security eligibility, as amended.
8. The subject of this Framework Agreement is also the Seller's obligation to implement the specific initialisation of the Contact Chip Modules software, described in classified part of Technical specification according to the Paragraph 3 Point b) and Paragraph 7 of this Article and in the non-classified Annex No. 1 to this Framework Agreement (hereinafter referred to as the **"Implementation of the Key ceremony"**). When handling provided classified information the Seller shall comply with the Security instructions set out in Annex No. 3 to this Framework Agreement.
9. The Implementation of the Key ceremony shall be executed by the Seller immediately after taking effect of this Framework Agreement and handover of the classified information by the Buyer. The Implementation of the Key ceremony shall be deemed completed when performed within the scope defined in Annex No. 1 hereof and in classified information provided by the Buyer and subjected to all required or agreed tests/verification, including sample SET 2 testing according to Paragraph 10 of this Article. The Implementation and

successful completion of tests/verification shall be completed within deadline stated in Time schedule. The Protocol of Key ceremony will be drawn up about the completed implementation and successful completion of tests/verification. This Protocol of Key ceremony shall be executed in two counterparts and signed by the Parties representatives authorized to negotiate in factual and technical matters; each Party shall then receive one copy.

10. The correctness of the implementation of the Key ceremony, i.e. the compliance of the Key ceremony with Annex No. 1d and with the classified part of Technical specification (Article II Paragraph 7 hereof), will be verified by **sample SET 2 testing**, which will take place in time according to the Time schedule set out in Annex No. 5 to this Framework Agreement and according to the Annex No. 1e to this Framework Agreement.
11. For the purposes of the sample SET 3 testing, the Seller is obliged to **deliver 1500** modules within the term in accordance with the Time schedule and in accordance with Annex No. 1e to this Framework Agreement (hereinafter the "**Sample SET 3**"). A protocol will be signed by the Contracting Parties on the successful completion of Sample SET 3 testing (=approval) within term stated in the Time schedule. The price for delivery of the Sample SET 3 is stated in the Article V Paragraph 2 hereof.
12. In accordance with the Time schedule, delivery and approval of Productive approval test cards shall take place.
13. Upon the mutual agreement of both Contracting Parties, the Chips can be migrated to the newer version of contact Chip and operating system during the duration of this Framework Agreement. The price for such newer version of contact Chip and operating system shall be as same or cheaper as the price for the originally requested version of Chip and operating system.
14. All supplies of the Chips shall take place according to the Buyer's needs in line with the written orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter as an "**order**"), and confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter as a "**partial contract**"). A partial contract shall be deemed to have been entered into once the Buyer receives confirmation of an order from the Seller, confirming the order without reservations.

III. ORDERS

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

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

2. The order shall be sent to the Seller electronically to the Seller's e-mail address [the Participant to add its e-mail address].
3. The Seller is obliged to confirm the receipt of this partial order in writing within 5 working days of receiving the order to the Buyer's e-mail address purchasing@stc.cz and to the e-mail address of the Buyer from which the Seller received the order. As a minimum requirement, confirmation of an order must contain identification data of the Seller and the Buyer, and identification of the order being confirmed.
4. The Parties agree that the Seller will respect the supplies of the Chips as requested and will not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
5. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
6. The Seller takes into consideration that the making of individual orders and the conclusion of individual partial contracts depends only on the discretion and needs of the Buyer, with the exception of the annual minimal binding quantity according to the Article IV Paragraph 1 hereof.
7. Individual partial contracts fulfilling the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial contracts take effect on the day it is confirmed by Seller.

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

1. The Buyer undertakes to order at least the following quantity of Chips for every calendar year of duration of this Framework Agreement (**annual minimal binding quantity**):

1 400 000 pieces of Chips.

The annual minimal binding quantity for the first and last year of ordering will be proportionally reduced according to the number of months/days in the first and last year from/until the moment when it is possible to order. For the purposes of this paragraph, the moment from which it is possible to order for the first year is considered the approval of Productive approval test cards. For the purposes of this paragraph, the moment until which it is possible to order for the last year is considered the termination of this Framework Agreement.

2. The Seller is obliged to deliver the Chips to the Buyer no later than **16 weeks from the date when specific partial contract taken effect**, unless the Buyer requires in a particular order a longer period – in which case the Seller undertakes to deliver the Chips within the period stipulated by the Buyer in such order.

3. Each partial delivery shall consist of the number of faultless Chips according to the Buyer's orders with maximum tolerance of +/- 2% of pieces of faultless Chips. Each partial delivery can additionally contain also defective Chips which, however, shall be marked by punching.
4. Each delivery of the Chips shall be accompanied with a Delivery Note, which shall be confirmed by both Parties upon handover and takeover of the Chips, and shall be used as the Chips handover protocol.

The Delivery Note shall contain:

- a) Seller's and Buyer's identification data,
 - b) the number and date of issue of the Delivery Note,
 - c) the order number and position/serial number according to the order;
 - d) contract number (if stated in the order);
 - e) material code according to IS in the STC format (if stated in the order),
 - f) The number of the supplied units and unit of measure;
 - g) Item name.
5. The Buyer shall immediately send a single printout of the signed Delivery Note to the Seller at the following email address: **[the Participant to add its e-mail address]**.
 6. The Seller is obliged to deliver the Chips to the Buyer's production plant at the address:
Production Plant I – Ružová 6, house No. 943, 110 00 Prague 1, Czech Republic.
 7. Delivery of the Chips according to this Framework Agreement shall be governed by the agreed delivery conditions INCOTERMS® 2020, DDP.
 8. The Seller shall notify to the Buyer's e-mail address purchasing@stc.cz at least 7 working days before dispatch date the information about day and presumed time of the dispatch of the Chips, name of the carrier, type and licence plate number of the vehicle, including the names and surnames of the drivers, and deadline for delivery of the Chips to the place of performance. The Seller shall without undue delay notify the Buyer of any delay in the delivery of the Chips in order for the latter to adapt to the situation.
 9. The Seller shall deliver the Chips on business days and during the Buyer's regular working hours, i.e. between 6:00 a.m. and 2:00 p.m., unless stipulated otherwise by the Buyer. Outside these hours, it is only possible to receive Chips following a previous agreement made over the phone between the Seller and the Buyer's representative stated in the order.
 10. The Buyer is entitled to refuse to take over the Chips if the Chips have defects or are not supplied in the agreed type, quality, quantity, or time.
 11. The Buyer is obliged to take over to Chips free of any defects and supplied by the Seller on the basis of and in accordance with this Framework Agreement, and to pay the Seller the price of deliveries of the Chips.
 12. The Seller is not entitled to supply a larger quantity of Chips than required by the Buyer in the relevant written order; in the event of supply of a larger quantity of Chips, the partial contract for this surplus is not concluded unless the Buyer approves additionally the

acceptance of the surplus to the Seller's e-mail address [The Seller to add its e-mail address which it added to the Article IV Paragraph 5 hereof].

13. The Seller undertakes to prepare all Chips delivered hereunder for transportation and subsequent storage in the manner specified in Paragraph 15 and 16 of this Article to ensure the preservation, protection and quality of the Chips as well as protect the Chips against damage caused by mechanical and weather factors. Each consignment shall be duly marked with the name of the Chips, identification of the manufacturer and indication of its mass.
14. The Seller shall meet the requirement under the previous Paragraph hereof by choosing a carrier/courier who possesses a valid security clearance without use of a collecting haulier. The Seller is required to take adequate transport measures to ensure that the Chips are not stolen, damaged or misused while in transit.
15. The Chips shall be delivered in reel specified in the Annex No. 2 of the Framework Agreement. Buyer's requirements for packaging: Each reel shall be in an antistatic bag and pizza box, pizza boxes shall be in a large box. Each reel, pizza box and large box shall contain a label. Large boxes shall be packed and fixed on wooden pallets, the pallets shall be operated by a standard pallet truck.
16. Each reel and each package (box and palette) shall have an adequate number in ascending order and will be sealed. Exact package numbering and labelling will be agreed by the Parties.
17. Each supply of the Chips must arrive with the following set of documents:
 - Delivery Note in 1 counterpart
18. The ownership title to the Chips supplied on the basis of this Framework Agreement shall pass on the Buyer at the moment of takeover of the Chips, i.e. at the moment the handover protocol for the Chips (Delivery Note) is signed by the Buyer. The risk of damage to the Chips shall pass to the Buyer at the same moment.

V. PRICE

1. The price for deliveries of Chips in **EUR excluding VAT** is determined on the basis of the really realised performance according to a specific partial contract and the unit price for one piece of Chip. The unit price for one piece of Chip is:
[the Participant to add the unit price - with a precision of three decimal places] EUR / piece
2. The price for the delivery of **Sample SET 3 (= 1 500 modules)** for testing is:
[the Participant to add the price for delivery of 1500 pieces of modules (= Sample SET 3) for testing - with a precision of three decimal places; the price calculated for 1 piece of module must not be higher than the unit price in Paragraph 1 of this Article] EUR excluding VAT
3. If the Seller is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
4. The prices according to the Paragraph 1 and 2 of this Article are maximal and final and include all costs of the Seller for all associated costs and charges related to the Implementation of the Key ceremony and to the production, delivery of the Chips and the

discharge of the Seller's obligations under DDP INCOTERMS 2020 (defined delivery terms, i.e. mainly including packaging, transport and delivery of the Chips to the Buyer, insurance of the Chips, costs associated with obtaining the documents, etc.).

VI. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the Chips on the basis of tax documents (invoices) issued by the Seller.
2. The Seller's right to issue a tax document (invoice) for each delivery of the Chips (Art. V Para. 1 hereof) or of Sample SET 3 (Art. V Para 2 hereof) is established on the day of expedition of the Chips or Sample SET 3. But the Buyer is not obligated to pay the tax document (invoice) before the day of delivery of the Chips/ Sample SET 3, i.e. the date of signature of the Delivery Note by the Buyer's authorised person. In the event that the due date of the tax document (invoice) expires before the delivery of the Chips/ Sample SET 3, the Buyer is not in arrears with its due date, and the new due date of 30 days begins to run from the day of delivery of the Chips/ Sample SET 3. The date of taxable supply is the date of expedition. For the avoidance of any doubt, the Contracting Parties state that if the Chips are delivered in several deliveries according to one partial contract, a separate tax document (invoice) and a separate Delivery Note will be issued for each such delivery.
3. A tax document (invoice) shall contain all the prerequisites of a tax document according to the applicable legal regulations and this Framework Agreement. The tax document (invoice) shall contain the Buyer's number of this Framework Agreement and the Buyer's number of order, if order was issued.
4. The Seller shall issue a separate tax document (invoice) for each delivery of Chips.
5. The Buyer does not provide the Seller with any advance payments for the price.
6. The maturity period of any tax document (invoice) duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the invoice to the Buyer to e-mail address podatelna@stc.cz. For the purposes of this Framework Agreement, an invoice shall be deemed paid once the respective amount has been deducted from the Buyer's financial account specified in the header of this Framework Agreement.
7. If a tax document (invoice) issued by the Seller does not contain the necessary formalities or will contain incorrect or incomplete information, the Buyer is entitled to return the tax document (invoice) to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence on the date of delivery of a duly corrected or supplemented tax document (invoice) to the Buyer.
8. The Buyer shall pay the price in accordance with this Framework Agreement and the invoiced tax document (invoice) to the Seller's account number specified on first page of this Framework Agreement. In the event of a change in the account number, an amendment to this Framework Agreement shall be concluded.
9. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (Paragraphs 10 to 13 of this Article).
10. The Seller declares that in the moment of conclusion of the Framework Agreement it is not in liquidation and no proceedings are being conducted against it pursuant to Act No.

182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller also declares that in the moment of conclusion of the Framework Agreement there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Framework Agreement, the Seller's statements referred to in this Paragraph prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Framework Agreement.

11. The Seller undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Framework Agreement shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 98 VATA. In the case Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Seller undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA, notify this to Buyer along with the date on which this circumstance arose.
12. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled without the consent of Seller to exercise procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller to the competent revenue authority and do so according to Sections 109 and 109a VATA.
13. By payment of the VAT into the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Framework Agreement. At the same time, Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
14. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the Buyer to a third party.
15. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.

VII. LIABILITY FOR DEFECTS AND WARRANTY

1. The Seller warrants the Chips against design, manufacturing or material defects for a period of 11 years following the date of delivery. Termination of the Framework Agreement does not release the Seller from its warranty obligations of the Chips delivered prior to the date of termination of the Framework Agreement. The Warranty shall apply in case the defects are discovered by Buyer, while the Buyer is entitled to perform a more detailed

analysis of the defects. The Seller is entitled to perform counter analysis, which proves the cause of Chip defects. In the case that it will be proved that the Chips are defective due to a material default, the Seller is responsible for these defects.

2. At the time of delivery takeover, the Buyer will undertake comparison of the data about a partial delivery on the respective package and the Delivery Note. In case of contradiction, the Seller pledges to:
 - a) deliver the missing quantity of the subject of fulfilment or
 - b) reimburse the purchase price of missing Chips.
3. In case the counter-analysis proves the Chip is defective, the Seller pledges to:
 - a) replace the faulty quantity of the subject of fulfilment in the following partial delivery; or
 - b) reimburse the purchase price of the claimed Chips.The way of solution of the compensation has to be mutually agreed by both contracting parties.
4. The warranty in respect of the warranty period shall apply only in case the quantity of the Chips, which are confirmed to be defective upon the performance of the counter analysis by the Seller; exceeds rate of 0,2% of the total quantity of Chips per each partial delivery delivered to the Buyer. Period for warranty resolution is 30 calendar days. The period starts at the day on notification of the Chip defectiveness by the Buyer. The claims of the defects will be solved upon a mutual agreement of the Contracting Parties.
5. In case that defective Chips have been found first after producing of an Identity Cards with Chip, and such defectiveness is confirmed upon the performance of a counter-analysis by the Seller which proves that the Chips are defective due to a material default which is of Seller's exclusive responsibility, one of the following procedure shall be undertaken:
 - a) if the Identity Card was not personalized at the time of the defect detection, the Seller rectifies defect according to the Paragraph 3 of this Article and reimburse direct production costs for the card body in an amount of 1,99 EUR.
 - b) if the Identity Card was personalized at the time of the defect detection, the Seller rectifies defect according to the Paragraph 3 of this Article and reimburse direct production costs for the card body in an amount of 4,28 EUR.The warranty claims according to this Paragraph shall be summarized after processing partial delivery by the Buyer upon a written notification from the Buyer. This notification shall be sent no later than 6 months after the date of the respective partial delivery. Period for this type of warranty resolution is 45 business days. The period starts from the date of on notification of the Chip defectiveness by the Buyer. Furthermore, the Seller shall be allowed to analyse this kind of defective subject of fulfilment. In case that such defectiveness has been found upon the card personalization (as per point b of this Paragraph), the analysis has to be undertaken in the Buyer's facilities, due to presence of personal data on the Identity Card. Non-personalized Identity Cards may be sent to the Seller for subsequent analysis upon a mutual agreement of the Contracting Parties. These cards will be impaired and the Chip must not be damaged.
6. It is expressly agreed between the Parties that such indemnity of the defected Chips could not be requested by the Buyer in case that such defectiveness of Chips is related to the industrial process of the production of the Identity Cards.
7. Standard conditions of use of the Identity Cards are defined in the Annex No. 2 of this Framework Agreement. In the event that the part No. 2b of Annex No. 2 is contrary to the part No. 2a of Annex No. 2, the part No. 2b shall take precedence over the part No. 2a.

VIII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this 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. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter .
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
 - c) If the Party obtains a written approval from the other Party to disclose the information further;
 - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
 - e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other Party, to:

- a) Return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or implying the non-public information;
- b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
- c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
- d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Framework Agreement.

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

- 8. The employee of the liable Party authorised to destroy the documents in the sense of the previous Paragraph shall confirm the destruction at the request of the other Party in writing.
- 9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
- 10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Party lasts even after this Framework Agreement is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
- 11. The Contracting Parties are obliged to ensure the protection of information which one of the Contracting 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. Text designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XIV Paragraph 8 hereof. The Contracting Parties expressly designate as trade secrets within the meaning of Section 504 of the Civil Code the unit prices specified in Article V Paragraph 1 and 2 hereof and the Technical Specification specified in Annex 1 to this Framework Agreement, unless they agree otherwise.

IX. SPECIAL PROVISIONS, OTHER RIGHTS AND OBLIGATION OF PARTIES

- 1. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to maintain valid a liability insurance contract for damages caused to third parties for the minimum amount of EUR 1 000 000 at the request of the Buyer, the Seller is obliged to submit a copy of the insurance contract (insurance certificate) proving the required insurance at any time, no later than 10 calendar days from the receipt of such a request by the Buyer.
- 2. The Seller is entitled to perform this Framework Agreement or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,

- a. the Seller remains responsible for fulfilment the subject of this Framework Agreement as if he performed it itself,
- b. was obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the Tender Documentation and under the conditions specified in Art. 8.10 of the Tender Documentation,
- c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Seller is obliged to notify such change to the Buyer without undue delay, but no later than within 10 working days of such change. The Seller is entitled to change qualifying subcontractors only if the Seller shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.
- d. the Seller is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Framework Agreement, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Framework Agreement, no later than 30 days after receipt of payment from by the Buyer for specific fulfilled partial contract. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.

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

3. If the Seller at the time of signature of this Framework Agreement proves implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of this Framework Agreement through the certificate "ISO 14298 Management of security printing processes" or "CWA 15374 Security management system for suppliers to the security printing industry", the Seller shall ensure certificate validity for the entire duration of this Framework Agreement. The Seller is obliged to notify the Buyer of any changes or end of validity of this certificate without delay. In the event of end of validity of this certificate the Seller is obliged to ensure immediate compliance with the obligation under Paragraph 4 and 5 of this Article and fulfilment of the obligations and requirements of the security audit pursuant to Annex No. 4 to Framework Agreement (hereinafter referred to as the "**Security Audit**").
4. If the Seller at the time of signature of this Framework Agreement does not prove implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Framework Agreement through the certificate "ISO 14298 Management of security printing processes" or "CWA 15374 Security management system for suppliers to the security printing industry", the Contracting parties mutually declare that the Security Audit was conducted before the signing of this Framework Agreement. The Security Audit will then be organized by the Buyer at regular three-year intervals.
5. The Seller is obliged to immediately inform the Buyer of any changes or termination of the certificate pursuant to Paragraph 3 of this Article or of any changes concerning changes in safety standards or rules according to the requirement No. 5 set out in the Annex No. 4 to this Framework Agreement or changes in security systems on the part of the Seller such as

changes in the security system, or any other changes in the safety of buildings or building modifications or alterations to buildings, etc. In such a case, the Buyer may request to perform without undue delay an extraordinary Security audit to the extend specified in Annex No. 4 to this Framework Agreement, i.e. thus outside regular three-year intervals.

6. For the fulfilment of purpose the preceding provisions sense of the Seller acknowledges and agrees that the Buyer will conduct the Security audit (or extraordinary Security audit) at the facility intended for the performance of the subject matter of this Framework Agreement, therefore requires the Seller's assistance, by enabling access to these facility, or verification of specific processes or make available the necessary documentation by remote access. A more detailed description of the requirements of the Security audit is set out in Annex No. 4 which is integral part of this Framework Agreement.
7. Breach of the Seller's obligation to allow or secure the Security Audit to be performed in accordance with Annex No. 4 to this Framework Agreement (including the extraordinary Security Audit pursuant to Paragraph 5 of this Article), or the fact that requirements of Security Audit have not been met and thus failed to demonstrate sufficient implementation of security processes, constitutes a substantial breach of this Framework Agreement in accordance with Article XIII Paragraph 4 of this Framework Agreement.
8. The Seller at the time of signature of this Framework Agreement proves implementation of quality management system to ensure the production quality management within the performance of the subject matter of the Framework Agreement through the ISO 9001 certificate - Quality Management System, or other similar document in accordance with the Tender Documentation for the entire period of validity and effectiveness of this Framework Agreement. At the request of the Buyer, the Seller is obliged to prove the fulfilment of this obligation at any time, no later than 10 calendar days from the delivery of such a request of the Seller.
9. Breach of this Seller's obligation to maintain the validity of the ISO 9001 certificate, or other similar document in accordance with the Tender Documentation, for the entire period of validity and effectiveness of this Framework Agreement, or the fact that the Seller has not proved ensuring of this certificate or other similar document in accordance with the Tender Documentation at the Buyer's request pursuant to this Paragraph constitutes a substantial breach of this Framework Agreement pursuant to Article XIII Paragraph 4 of this Framework Agreement.
10. For the avoidance of any doubt, the Buyer states that the adjustment and obligations set out in Paragraphs from 3 to 9 of this Article apply to any entity, which shall be participating within the performance of the subject matter of this Framework Agreement as subcontractor/s of the Seller and the Seller remains responsible for fulfilment of these obligations and the Seller is required to assure cooperation on the subcontractor/s side.
11. The Buyer declares its intention to use the Chips, which it acquires ownership under this Framework Agreement, for its production of Identity Cards, while the Chips under this Framework Agreement will always be part of the Buyer's product. The Buyer undertakes not to sell the Chips, which it acquires ownership under this Framework Agreement, to third parties. The Buyer is entitled to sell to third parties only such Chips that will be part of its products.
12. For the avoidance of any doubt, Seller states that the performance of this Framework Agreement shall not affect or unduly infringe the rights of third parties, in particular copyrights, trademark, patent and other intellectual property or other industrial property

rights associated with the delivered performance, and such performance is not provided without the knowledge and permission of such entities or authors, especially that the performance of this Framework Agreement is not an unauthorized or illegal use. In the event that a third party asserts a justified claim against Buyer on the grounds that the Chips provided by Seller infringe industrial property rights or copyrights, Seller shall be liable to Buyer as follows:

- a) Seller shall, at its expense, secure for Buyer a right to use the Chips. In the event that this is not possible on financially reasonable terms, Seller shall, at its discretion, either modify the Chips in such a way that the property right is not infringed, or supply a Chips that do not infringe the property right, or take the Chips back and refund the purchase price paid to Seller with respect thereto.
 - b) Seller's obligations as stated in this Paragraph 12 point a) above shall apply only on condition that Buyer notifies Seller immediately in writing of any claim lodged on the grounds of infringement of property rights, does not acknowledge any infringement and conducts or settles any disputes, including settlements made out of court, only by agreement with Seller.
13. As a person authorized to act in the name of or for the Seller, 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 Seller 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.
14. As a person authorized to act in the name of or for the Seller, hereby declare on my honour, that the Seller does and shall not account for more than 10 % of contract value of this Framework Agreement, subcontractors, suppliers or entities, referred to in the Paragraph 13 point. a) or b) or c) of this Article whose capacities are being relied on within the meaning of the public procurement legislation.
15. If, during the validity and effectiveness of this Framework Agreement, the conditions specified in Paragraph 13 or 14 of this Article are not complied with or should not be complied with, the Seller undertakes to inform the Buyer of this fact in writing without any delay, from the moment it becomes aware of this change in circumstances.
16. For the entire period of validity and effectiveness of this Framework Agreement, the Seller is obliged to survey any evolution in Certification, which is specified in detail in the Annex 1 – part 1a to this Framework Agreement, and for propose to the Buyer migration to a new certified Module if necessary during the whole duration of this Framework Agreement. The Seller is obliged to prove the fulfilment of the obligations stated in the previous sentence without delay, but at the latest upon delivery of the first partial delivery of Chips which will be certificated according to the previous sentence.
17. In the event that the Seller fails to fulfill any obligation specified in Article IX Paragraph 16 hereof, the Buyer is entitled to withdraw from relevant partial contract or from this Framework Agreement. In such case all resulting costs shall be borne by the Seller. The

written notice of withdrawal shall be in accordance with Article XIII Paragraph 6 hereof.

X. SANCTIONS

1. In the case of Seller's delay with the delivery of the Chips within the term according to Article IV Paragraph 2 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0.5 % of the price (excluding VAT) of delivery of the Chips or its part with the delivery of which the Seller is in delay, for each started day of such delay, up to the maximum of 20% of the price of the delayed Chips or its part.
2. In the case of the Seller's delay in settling a warranty claim within the period specified in Article VII Paragraph 4 or 5 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of 0.5 % of the price (excluding VAT) of the defective Chips, for each started day of such delay, up to the maximum of 20 % of the price of the defective Chips.
3. In the case that Implementation and successful completion of tests/verification shall not be completed within the term pursuant to Article II Paragraph 9 hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of EUR 1.000 for each started day of such delay.
4. In the case of violation of the obligations resulting from Article VIII hereof, the Seller is obliged to pay a contractual penalty to the Buyer in the amount of EUR 7 850 for each discovered case of violation of these obligations.
5. In the case of violation Seller's obligation resulting from Article IX Paragraph 2 point d) hereof or its obligation in Article XIV Paragraph 7 hereof, the Seller is obliged to pay a contractual penalty in the amount of EUR 100 for each started day such a violation.
6. In the event of a breach of any of the obligations in Article IX Paragraph 14 or 15 hereof by the Seller, or if the statement in Article IX Paragraph 13 hereof turns out to be false, the Buyer has the right to impose a contractual penalty in the amount of EUR 4 000 on the Seller, namely for each individual violation.
7. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Framework Agreement and the respective partial contract.
8. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to full extent.
9. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

XI. LIBERATION REASONS

1. The Seller is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of Section 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 Seller's will, which temporarily or permanently prevented from fulfilling Seller's contractual duty. An obstacle arising from the Seller's personal circumstances or arising when the

Seller was in default of performing his contractual duty, or an obstacle which the Seller 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 Seller will not be able to fulfil its obligations within the agreed period, then it shall without undue delay notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of 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 Buyer's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Chips of 11 April 1980, known as the Vienna Convention, is excluded by this Framework Agreement.

XIII. DURATION OF THE FRAMEWORK AGREEMENT

1. This Framework Agreement comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Framework Agreement is concluded for a definite period of time, namely for period of **11 years** from taking effect of the Framework Agreement.
3. This Framework Agreement shall terminate
 - a) with the lapse of the period of time stated in the Paragraph 2 of this Article;
 - b) by written agreement of the Parties;

- c) by written notice of termination by either Party according to Paragraph 7 of this Article;
 - d) by withdrawal from this Framework Agreement in the cases given in this Framework Agreement or in the event of a substantial breach by either Party.
4. 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 Chips pursuant to Article II Paragraph 1 to 3;
 - b) breach Seller's obligation under Article II Paragraph 4 to 7 hereof;
 - c) case that Implementation and successful completion of tests/verification shall not be completed within the period 14 days after term pursuant to Article II Paragraph 9 hereof;
 - d) case that Sample SET 3 shall not be delivered and/or approved within the period 14 days after term pursuant to Article II Paragraph 11 hereof;
 - e) case that Productive approval test cards shall not be delivered and/or approved within the period 14 days after term pursuant to Article II Paragraph 12 hereof;
 - f) repeated, at minimum the second, delay of the Seller in the delivery of Chips within the term stated in Article IV Paragraph 2 hereof for a period exceeding 4 weeks;
 - g) the Seller's statements referred to in the Article VI Paragraph 10 hereof prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the last sentence of the Article VI Paragraph 10 hereof;
 - h) breach of Article VIII hereof which has not been remedied following a previous notice for correction,
 - i) breach of obligation under Article IX Paragraph 1 hereof;
 - j) breach of obligation under Article IX Paragraph 2 point c) hereof;
 - k) breach of obligation under Article IX Paragraph 2 point d) hereof or under Article XIV Paragraph 7 hereof, which has not been remedied despite prior written Seller's notice;
 - l) breach of obligation under Article IX Paragraph 3, 5, 6, 7, 8, 9, or 10 hereof;
 - m) breach of obligation under Article IX Paragraph 12;
 - n) breach of the Seller's obligations in Article IX Paragraph 13 or 14 or 15 of this Framework Agreement;
 - o) breach of obligation under Article IX Paragraph 16 hereof.
5. The partial contract shall terminate:
- a) if such termination is agreed upon by both of the Parties;
 - b) By withdrawal of the Buyer
 - i. in the case of a breach of the partial contract by the Seller in a substantial manner, whereas the Parties consider such a breach of the partial contract in a substantial manner to be in particular the case pursuant to Article XIII Paragraph 4 Point (a), (b), (g), (h), (i), (j), (k), (l), (m), (n) or (o) hereof and

the case where the Seller is in delay with the delivery of Chips according to specific partial contract for more than 4 weeks from delivery term stated in the Article IV Paragraph 2 hereof;

ii. in other cases stated in this Framework Agreement.

6. The written notice of withdrawal from this Framework Agreement or a specific partial contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Framework Agreement or a specific partial contract must be sent by postal service provider. 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 12 months and shall begin on the first day of the calendar month following the delivery of written notice of termination to the other Party. The notice must be sent by postal service provider. The Parties take into consideration that they are obliged to fulfil the obligations arising from this Framework Agreement during the notice period.
8. Termination of this Framework Agreement shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Framework Agreement is terminated. This Framework Agreement is also to be applied to the relations, including partial contracts, formed during this Framework Agreement even after this Framework Agreement is terminated.

XIV. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. The Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this 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.
5. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally

intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.

6. The Seller hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Framework Agreement pursuant to Article XIII Paragraph 3 point d) and Article XIII Paragraph 6 hereof and right to withdraw from partial contract pursuant to Article XIII Paragraph 5 point b) and Article XIII Paragraph 6 hereof.
7. The Seller further declares that, in the performance of this Framework Agreement, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Framework Agreement is performed. For the purposes of checking this arrangement, the Seller is required in the first calendar month in each calendar year of the duration of this Framework Agreement, to submit to Buyer an affidavit of compliance with this obligation in the previous calendar year.
8. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Framework Agreement shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Buyer.
9. This Framework Agreement is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
10. The Parties declare they agree with the content hereof and this Framework Agreement is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
11. The following Annexes form an integral part of this Framework Agreement:

Annex No. 1: Technical specification (non-classified part)

- part No. 1a: General technical specification
- part No. 1b: Special technical specification - Description of the offered solution [the Participant submit its special technical specification - Description of the offered solution, in which the subject is specified more precisely according to the Participant's Tender]
- part No. 1c Special technical specification - Contact Chip Module technical drawing [the Participant submit its special technical specification – Drawing; the detailed requirements for this drawing are set out in the Art. 13.5 of the Tender Documentation]
- part No. 1d: Key ceremony (non-classified part)
- part No. 1e: Samples testing

Annex No. 2: Packing, storage conditions and conditions of use

- part. No. 2a: Packaging and storage conditions

- part. No. 2b: Special storage conditions and conditions of use [in the event that the Chips require special storage conditions which are different from the normal storage conditions in the STC stated in Annex No. 2a, the Participant shall submit its special storage conditions and conditions of use]

Annex No. 3: Security instructions

Annex No. 4: Security audit

Annex No. 5: Time Schedule

Annex No. 6: Protocol on the handover of classified information (template) [this is only template, do not fill in now] [for variant B according to Article II Paragraph 7 hereof shall be deleted]

For the Buyer:

In Prague, on

For the Seller:

In [•] On

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

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

[the Seller to add the positions of the person signing this Framework Agreement]

[the Seller to add its name]

General TECHNICAL SPECIFICATION

1.1. Chip module basic specification

- Contact chip module with JAVA OS
- EEPROM or FLASH technology with minimum of at least 130 kBytes of free user memory
Explanatory comment: During the personalization of the chip, approx. 75kB of memory is consumed by creating of instances of PKI applet, by uploading of third-party applet and creating of other data structures on the chip. Another 55kB of memory has to be available for the user data (i.e. keys and certificates and other user data).
- Supported standards ISO 7816, in particular:
 - supported communication protocols
 - standard contact surface
- Chip module size/punching size:
 - 11.8mm x 13mm, R=2,2mm for 8 contacts modulesBuyer accepts both size options.
- Maximum module thickness: 580 µm
- Maximum Tape thickness: 210 µm
- Working temperature range: -10°C to + 50°C
- Short temperature peak allowed: 210°C less than 1 sec.
Explanatory comment: This parameter refers to the manufacturing process of the card, not to its normal use by the cardholder.
The contracting authority requires this parameter because of the manufacturing technology, which puts such a strain on the contact chip when inserting it into the card body
- Storage for up to one year after delivery in standard conditions
- Modul reliability: 500 hrs. at 85°C, 85% HR
- Chip modules winded on the reel:
 - width of the inner surface of the reel for winding the belt 35-40mm
 - fixing hub diameter: Ø 13mm or 76.5mm
 - winding hub diameter: Ø 150mm -180mm
 - Quantity: 6 000 - 11 000 micromodules per reel
 - defective chips pierced by a 1,5-2mm punch in a defined position

Explanatory comment: The contracting authority requires full compatibility with the technology of the Mühlbauer CML 3420 and Mühlbauer CMI 200 - contact chip insertion (milling and glue tape lamination) machines.

1.2. Chip OS requirements

- JavaCard OS (JC min. version 3.1, compliant with GP min. version 3.0.4)
- Applet loading enabled (according to GP min. version 2.3)
- ATR management (full, partial change of ATR)
- Support of pre-computed HASH
- Compliancy with eIDAS regulation
- Compliancy with EN 419211, parts 1, 2, 4
- Following the Regulation EU 2019/881 (Cybersecurity Act) and the new EU CC scheme being deployed by ENISA, it is strongly recommended that the card operating system should be able to be patched in documents deployed in the field.

STC considers this as a mandatory requirement.

1.3. On board applications (applets)

Explanatory comment: The Czech eID implementation hosts two instances of one PKI applet on the chip. The first instance of the PKI applet is configured for the purpose of electronic signature and authentication – standard PKI functionality. The second instance of the PKI applet is specifically configured for the purpose of authentication functionality which is used to access e-government services.

The possibility to create two instances of PKI applet is preferable functionality.

APPLET 1: Applet for authentication

- Applet file system support (ISO 7815-4)
- Data objects support (ISO 7816-4)
- Applet PIN management support (ISO 7816-4) (verify, un-verify, change, unblock)
- Global PIN object support (compliance with GP min. version v.2.3)
- Local PIN objects management using GPIN
- RSA key management (on board key generation, import, erase) up to 4096 bits
- RSA asymmetric cryptography (sign, decrypt)
- ECC keys management ((on board key generation, import, erase) up to 521 bits
- Support of standard ECC curves (preferably NIST P-521) defined by its oid
- Support of generic ECC curves, defined by domain parameters
- Asymmetric cryptography with ECC keys (TR-03111: Elliptic Curve Cryptography), Sign + KeyAgreement
- Symmetric Secure Messaging with AES-128,192 or 256 bits
- Asymmetric Secure Messaging (preferable with ECC keys)
- Access rights support for key objects, controlled by Asymmetric Mutual Authentication via CV certificate (Certificate Holder Authorization attribute in CV certificate specified in BSI TR-03110 or similar)

APPLET 2: Applet for electronic signature

- Applet file system support (ISO 7816-4)
- Data objects support (ISO 7816-4)
- Applet PIN management support (ISO 7816-4) (verify, un-verify, change, unblock)
- Support of MS Session PIN (at least for one PIN object) – preferable feature
- Global PIN object support (compliance with GP min. version 2.3)
- Local PIN objects management using GPIN
- RSA key management (on board key generation, import, erase) up to 4096 bits
- RSA asymmetric cryptography (sign, decrypt)
- Support of HASH algorithm: SHA-1, SHA-256, SHA-384 and SHA-512 (FIPS 180-2)
- ECC keys management ((on board key generation, import, erase) up to 521 bits
- Support of standard ECC curves (preferably NIST P-521) defined by its oid
- Support of generic ECC curves, defined by domain parameters
- Asymmetric cryptography with ECC keys (TR-03111: Elliptic Curve Cryptography), Sign + KeyAgreement
- Symmetric Secure Messaging with AES-128,192 or 256 bits
- Asymmetric Secure Messaging (preferable with ECC keys)

- Prove of QSCD keys origin – mechanism allowing to prove that the keys were generated on-board, support of cryptographical verification

Explanatory comment: Our ID card solution assumes any cryptographic mechanism, even non-standard, on the basis of which it is clearly demonstrable that the key was generated by card generation (and not import). The preferred variant is based on asymmetric algorithms.

The principle of the existing ID card is that symmetric session key is established using asymmetric keys and subsequent key pair generation is performed using this SM key. The entire operation is recorded in the APDU trace, on the basis of which this operation can be traced back in the card. This functionality is required to prove the key pair origin in case when the user is on-line communicating with the qualified certification authority in order to get the qualified certificate for the qualified electronic signature.

Qualified certification authority issuing the qualified certificate must verify (on-line) that the keys were generated in the chip of the smart card, in order to issue the qualified certificate with the QSCD flag enabled.

APPLET 3: 3rd party applet

Explanatory comment: The Czech eID implementation hosts one 3rd party applet with specific functionality. This applet is sharing the PIN with other applets (GPIN functionality required).

1.4. CC and SSCD certification requirements

- Java Card – minimum EAL 5+
- On board applications – minimum EAL 5+
- Chip - minimum EAL 6+
- SSCD certification – Secure Signature-Creation Device Type 2 and Type 3
- QSCD certification - Qualified Electronic Signature Creation Device (QSCD) in accordance with the European Regulation 910/2014 – eIDAS
- OPTIONAL REQUIREMENT: The chip module should be listed in the list of qualified devices:
https://esignature.ec.europa.eu/efda/notification-tool/#/screen/browse/list/QSCD_SSCD

KEY CEREMONY (NON-CLASSIFIED PART)

Key management and transport ceremony between chip supplier and STC

Transport key diversification

Preamble

This document describes transport key ceremony required between STC and chip supplier and the diversification used.

Terminology

Daughter transport key (TK_{ICC})	Specific card (chip) transport key (diversified using mother transport key and using specific card data (serial chip number for example))
Key diversification	New key is generated using mother transport key and specific card data during this process
Chip supplier (IS)	Chip module supplier
Key Check Value (KCV)	Key value verifying code. This code is used for key identification
Mother transport key (TK_M)	Collective transport key for batch of chips
ED	Electronic Document
ED issuer (MOI)	Issuer of ED is Ministry of Interior.
ED producer (STC)	Producer of ED (embedding, security printing, and personalization) is State Printing Works of Securities.
Zone Master Key (ZMK)	This key is securing transport of Mother transport keys between STC and chip supplier.

Key ceremony description

Key ceremony description is based on following basis:

- ZMK is generated by chip supplier.
- Mother transport key is generated by chip supplier.
- Chip supplier initializes the chips using daughter transport keys that are derived from collective mother transport key (TK_M).
- Chip supplier writes in to the chip specific data during initialization. Those data are specifying used mother transport key (TK_M).

ZMK and Keys between chip supplier and ED producer are exchanged using Key Ceremony.

ZMK key ceremony

Zone Master Key (ZMK) is generated by chip supplier. ZMK is split in to 3 parts that are distributed and shipped in different dates to ERP producer in following way:

- Partial key ZMK 1 is send to the key custodian 1, in a tamper proofed sealed envelope (Courier A)
- Partial key ZMK 2 is send to the key custodian 2, in a tamper proofed sealed envelope (Courier B)
- Partial key ZMK 3 is send to the key custodian 3, in a tamper proofed sealed envelope (Courier C)

TK_M key ceremony

Mother transport key (TK_M) is generated in HSM of chip supplier. TK_M is encrypted using ZMK and transported to ED producer.

Key exchange technical description

Used cryptographic terminology is summarized in following table:

Term	Definition
ZMK	Zone Master Key
TK _M	Mother transport key
TK _M '	Encrypted mother transport key
TK _{ICC/TYPE}	Card specific daughter transport key
E _{KEY} (DATA)	Encrypted DATA using key (AES256 ECB encryption)
D _{KEY} (DATA)	DATA decryption using key (AES256 ECB encryption)
(+)	XOR (exclusive OR)
||	Data concatenation
AES256	AES 256 bit symmetric encryption algorithm
RND(COUNT)	Buffer containing COUNT random bytes
ZERO(COUNT)	Buffer of COUNT zero bytes
?=?	Compares left and right operand
=	Equals left value to right value
KCV	Key Check Value– key value verifying code, is used to verify ZMK and TK _M ' using encrypted zero buffer
DIV _{KEY} (I,DATA)	Diversification of KEY key using diversification data DATA. Diversification is realized using KDF in counter mode as specified in NIST 800-108 . The PRF used in the KDF shall be CMAC. Parameter I denotes number of iterations. Please see example of data coding in Appendix 0.
CMAC(K, M)	Cipher-based Message Authentication Code (as specified in NIST 800-38B) of message M using key K.
||	Data junction
FIRST _N (DATA)	First N bytes of DATA buffer
LAST _N (DATA)	Last N bytes of DATA buffer
NN _h	Hexadecimal notation of NN number, e.g. 1F _h
AA:BB:CC:DD	Octet string of specified number of bytes written in hexadecimal notation, e.g. 12:34:56:AB

Tab. 1 Transport key distribution terminology

Generation and distribution of ZMK key

1st phase of key ceremony is generation and distribution of ZMK key.

Detailed description is part of classified information. Will be provided as a separate document.

Generation and distribution of TK_M key

2nd phase of key ceremony is generation and distribution of ZMK key.

Detailed description is part of classified information. Will be provided as a separate document.

Diversification and storing of TK_{ICC} keys into the chips

3rd phase of key ceremony is generation and distribution of ZMK key.

Detailed description is part of classified information. Will be provided as a separate document.

Appendixes

AES 256 key diversification data coding example

This chapter shows proposed algorithm implementation for 256 AES ISK key output.

Detailed description is part of classified information. Will be provided as a separate document.

Scheme of key ceremony process

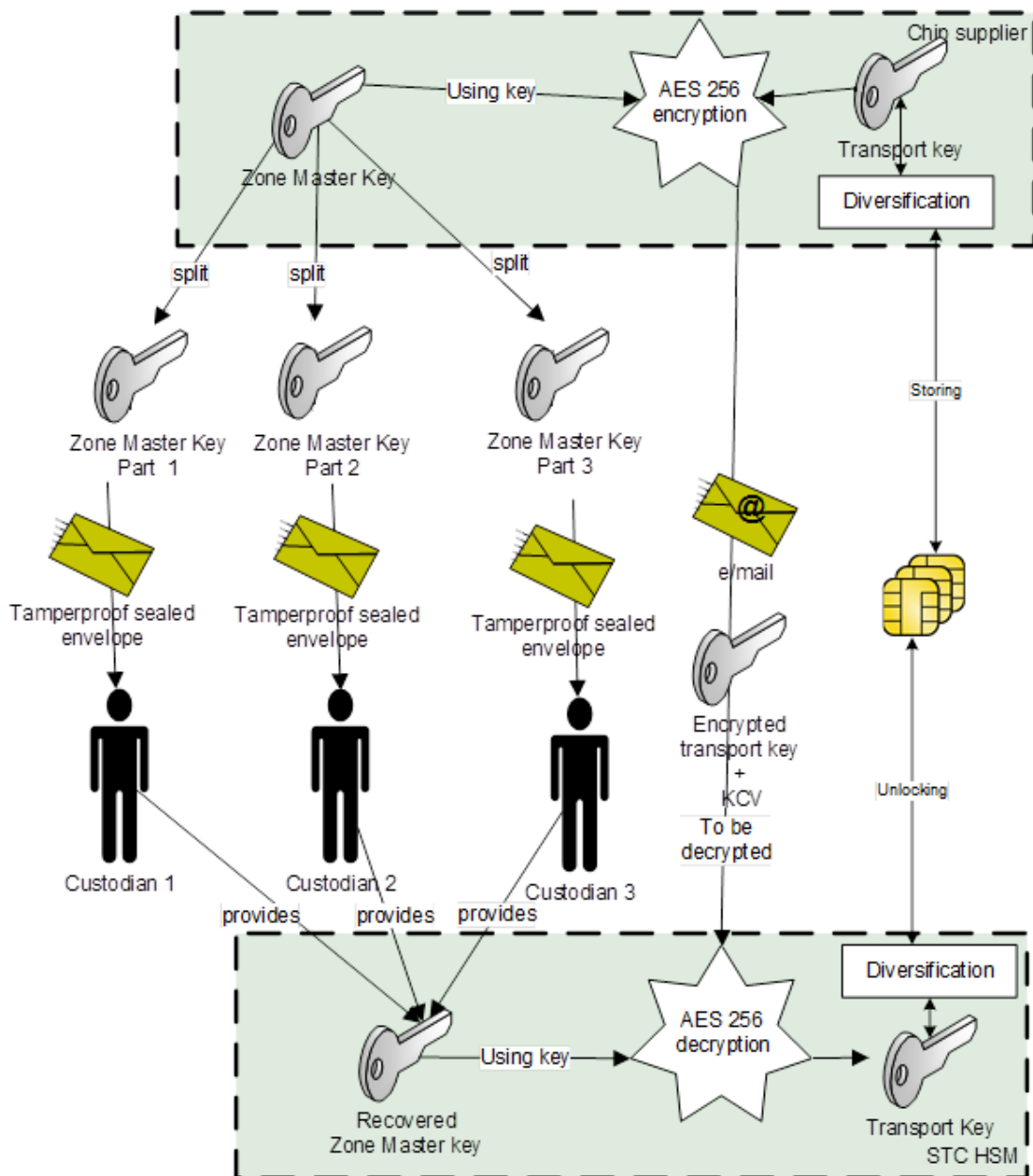


Figure 1 Key ceremony process

SAMPLES TESTING

2. Sample SET 2 testing

Prerequisites:

- 40pcs of white ID1 testing cards, specific initialization according to requirements of the Buyer, testing diversified transport key, testing key ceremony implemented
- Personalization manual provided together with the sample SET 2 – fully describing all the aspects of the personalization of the chip
- Example of personalization script to be provided together with the sample SET 2

The main goal of Sample SET 2 acceptance testing is to verify the correctness of the implementation of the Key ceremony, i.e. the compliance of the Key ceremony stated in Annex No. 1d to the Framework Agreement and with the classified part of Technical specification (Article II paragraph 7 hereof).

Test case	Description	Passed/Failed
Personalization scenario 1	Successful authentication into the chip using specific customer diversified transport key	
Personalization scenario 2	Personalization of Applet 1 (Authentication)	
Personalization scenario 3	Personalization of Applet 2 (Signature)	
Personalization scenario 4	Personalization of user applet (3rd party applet)	
User scenario 1	On-board generation of the RSA/ECC key pairs for qualified electronic signature	
User scenario 2	Import of the RSA/ECC key pairs to the chip for electronic signature	
User scenario 3	Import of the certificate for the electronic signature	
User scenario 4	Creating of an electronic signature	

Testing will take place in time according to the Time schedule set out in Annex No. 5 to the Framework Agreement

3. Samples SET 3 testing

Prerequisites:

- 1500 modules on reel, specific initialization according to requirements of the Buyer, testing diversified transport key, testing key ceremony implemented
- Contact chip module technical drawing
- Personalization manual provided together with the sample SET 3 – fully describing all the aspects of the personalization of the chip
- Example of personalization script to be provided together with the sample SET 3

The main goal of Sample SET 3 acceptance testing is to verify the correctness of the smart card production process, **specifically embedding of contact chip module into the ID1 plastic card.**

Test case	Description	Passed/Failed
Production scenario 1	Embedding of contact chip modules into the ID1 plastic card	

Testing will take place in time according to the Time schedule set out in Annex No. 5 to the Framework Agreement

Packaging and storage conditions

1. Packaging

- The modules must be winded on the reel
- The defective modules in the reel must be marked by punched hole
- Each **reel must be labeled** and wrapped into an individual antistatic bag,
- Each bag must be packed in the cardboard box („pizza box“), that is also labeled and sealed
- „Pizza boxes“ should be stored in another cardboard box also labeled
- Arrangement of pizza boxes in cardboard box and arrangement of cardsboxes in the shipment will be specified by the Seller
- Labels should involve at least:
 - Product description
 - Product number
 - Batch number
 - Total number of modules in the reel, package
 - Number of failed modules
 - Date of production/expedition

2. Storage conditions

- Buyer's standart storage conditions:
Temperature range 10 to 25°C with a maximum relative humidity of 60%
- The Seller may specify special storage conditions if it is necessary

3. Standard conditions of use

- Will be specified by the Seller

SECURITY INSTRUCTIONS

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

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

SECURITY AUDIT

(hereinafter referred to as "this document")

1. Determination of subject matter

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

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

2. Determination of Parties

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

3. Participation / personnel composition

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

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

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

4. Method of conducting the security audit:

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

5. Time course:

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

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

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

6. Date of the Security Audit:

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

7. Minimum requirements to be subject to Security Audit:

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

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

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

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

No	Requirement	Further description on manner of fulfilling the requirement
		<ul style="list-style-type: none"> • risk mitigation • risk management (resp. its mitigation) • risk monitoring and review <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
02	A system of regular safety inspections of the Contractor's subcontractors, who supply him with input safety material for the production and finalization of products, must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have set up and implemented a system of regular (at least once in a period of 3 years) security inspections of its subcontractors, who supply it with input security material for the production and finalization of products. For the purposes of this security audit, any control of a subcontractor that verifies compliance with the requirements of min. in the scope of points 1-12 according to this document shall be considered as the security inspection, while the form of such an inspection must be a security audit in personal / physical or remote form, or verification of the holding of ISO 14298 or CWA 15 374 certificates.</p> <p>The scope and manner of performing these security inspections may differ from the above stated minimal requirements if this different procedure is in accordance with the Contractor's risk analysis (i.e. the document according to requirement 01 in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing Security Audit.</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p><u>Manner of fulfilling in case of remote audit:</u></p> <p>Submission of specific written documentation containing the settings of the above required system of security inspections (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific security inspection of the subcontractor meeting the above requirements in the last min. 3 years from the date of the ongoing security audit in the form of remote access or display on a shared screen.</p>
03	A system of concluding confidentiality agreements with the Contractor's subcontractors must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u></p> <p>The Contractor is obliged to have set up and implemented a system of concluding confidentiality agreements with its subcontractors, which contain at least the following parts:</p> <ul style="list-style-type: none"> • Names of parties to the agreement, • Definition of what constitutes confidential information, • Prohibiting any exclusion from confidentiality (except for legal and other generally binding obligations to publication of information) • Relevant time period, • Fines and sanctions in the appropriate amount according to the risk analysis <p>The specific mandatory requirements and the final form of these confidentiality agreements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u></p> <p>Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific agreement on confidentiality with a subcontractor meeting the above requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u></p> <p>Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific confidentiality agreement with</p>

No	Requirement	Further description on manner of fulfilling the requirement
		the subcontractor meeting the above requirements in the form of remote access or display on a shared screen.
04	Security procedures must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u></p> <p>The Contractor is obliged to have prepared and implemented security procedures and rules for the production and delivery of safety products. The whole process must be described, from the purchase of raw materials / semi-finished products, the production cycle to the dispatch and transport of the products to the customer. The documentation must include a record of materials during the production cycle, i.e. ensuring that the Contractor knows (knows / is known to the Contractor) at all times (at each production step) where and how much material is located, while the same process must be set after production step, and the same procedure must be set in case disposal of non-conforming production. The rule of traceability must be observed - the ability to trace the history, use or location of what is being assessed.</p> <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u></p> <p>Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation.</p> <p><u>Manner of fulfilling in case of remote audit:</u></p> <p>Submission of specific written documentation containing the above required security processes and rules (i.e. especially the Contractor's internal documentation), including documentation of min. 1 sample in the sense of proving the implementation of the given processes and rules meeting the given documentation in the form of remote access or display on a shared screen.</p>

No	Requirement	Further description on manner of fulfilling the requirement
05	A system of regular internal Security Audits must be set up and implemented	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have set up a system of regular (at least once a year) internal security audits of its own procedures and rules in the scope of at least according to the ISO 14298 standard - point 9.2. Performing the security audits may be part of internal audits.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the settings of the above required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date of the ongoing Security Audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p> <p><u>Manner of fulfilling in case of remote audit:</u> In the form of remote access, or display on a shared screen, the submission of specific written documentation containing the settings of the required system of internal security audits (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the performance of a specific internal security audit meeting the above requirements in the last year from the date of the ongoing security audit. The Contractor is also obliged to document the record of such an audit and information on the implementation of corrective measures in case of identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.</p>
06	The so-called Business Continuity Plan of the Contractor must be prepared	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have prepared a so-called Business Continuity Plan of the Contractor in order to ensure the uninterrupted supply of products or services and to ensure maximum protection in order to ensure the operation of the company and its operation in situations where the company is threatened or facing a disaster, and</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>this document must meet the following minimum requirements:</p> <p>(1) the requirements of the standard according to ISO 22301, or</p> <p>(2) must contain at least the following parts:</p> <ul style="list-style-type: none"> • Risk and threat analysis • Business impact analysis • Crisis measures and organizational guidelines to keep the organization in crisis • Plans and measures to maintain continuity • Scenarios, plans and measures for recovery of operation • Techniques for quality assurance, preventive measures such as maintenance, exercises, audits • Contact information for members of management (especially crisis) • Instructions for employees in the event of a crisis • Allocation of people, tools, and other resources <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific documentation demonstrating compliance with the above minimum requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific documentation that demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
07	<p>The Contractor's production and storage facilities must be secured by the following systems:</p> <p>IDS (Intrusion Detection System), FS (Fire System), CCTV, ACS (Access Control System)</p>	<p><u>Minimum level to fulfil the requirement:</u></p> <p>The Contractor is obliged to provide and equip the Contractor's production and storage facilities with defined security systems (IDS, FS, CCTV, ACS) with connection to the monitoring center (internal or external), while the following minimum requirements must be met:</p> <ul style="list-style-type: none"> - CCTV must be recorded and must monitor the entire production area and perimeter without blind spots. - ACS must be installed at least at all entrances to the production premises.

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

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

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

No	Requirement	Further description on manner of fulfilling the requirement
		<p>once a year, i.e. the Contractor must submit at least a record of the inspection in the last year from the date of the ongoing security audit.</p> <p><u>Manner of fulfilling in case of remote audit:</u> In the form of remote access or display on a shared screen, the Contractor must document documents from which it is clear that the key mode is implemented (photo documentation of key storage must be included) and document specific documentation that the records of assigned keys are checked at least once a year, i.e. the Contractor must provide at least a record of the inspection in the last year from the date of the ongoing security audit.</p>
11	They must be processed and implemented the principle of access to information systems during and upon termination of employment	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to have developed and implemented the principles of controlled access to information systems during and upon termination of employment of the Contractor's employees.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements.</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the setting of the above required principles (i.e. especially the internal documentation of the Contractor, e.g. output sheet), including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements in the form of remote access or display on a shared screen.</p>
12	The Contractor has its own employees to ensure the production and storage of security products, or agency employees who meet other conditions	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to ensure the production and storage of security products by its own employees or by an agency staff. If they use agency staff, they must have a signed confidentiality agreement (to the minimum extent of point 03 of this document), both with their own staffing agency and with the Contractor. At the same time, there must be a confidentiality agreement (to the minimum</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>extent of point 03 of this document) between the Contractor and the recruitment agency.</p> <p>For the purposes of this security audit, Agency Employment is the temporary placement of an employment agency employee to perform work for an employer on the basis of an employment contract or also in the form of an employment agreement concluded between the employee and the employment agency. In this case, the user does not "take" temporarily placed employees from the agency, but only "hires" them for a period of time. At the same time, agencies may not demand payment from agency staff - the user pays the agency.</p> <p><u>Manner of fulfilling in case of physical audit:</u> Submission of specific written documentation proving compliance with the requirement (i.e. especially personnel records).</p> <p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation proving the fulfilment of the given requirement (i.e. especially personnel records) in the form of remote access or display on a shared screen.</p>

Task		Date of fulfillment	Responsibility	Comment	Key milestone
#1	Sample SET 1 - delivery	T0 = Quotation submitting	Contractor	40pcs of white ID1 testing cards, generic initialization with testing generic transport key. Documentation for personalization	N/A
#2	Sample SET 1 - approval	T1 = T0+9W	Client	Client approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Czech eID.	N/A
#3	Contract signature	T2 = T1 + 2W	Client, Contractor		N/A
#4	Publication of the contract in the Register of contracts (= taking effect of the contract)	T3 = T2 + 1D	Client		N/A
#5	Consent to the transfer of classified information abroad [Contracting Authority will delete this point #5 if the winning Participant is the current supplier of the Contracting Authority according to Purchase Agreement No. 176/2011/HM concluded on 15th November 2011, as amended; and the Contracting Authority also will adjust the numbering of the following points]	T4 = T3 + 5W	Contractor	Obtaining the Ministry's consent to transfer classified information abroad	N/A
#6	Providing of classified information [Contracting Authority will delete this point #6 if the winning Participant is the current supplier of the Contracting Authority according to Purchase Agreement No. 176/2011/HM concluded on 15th	T5 = T4 + 2W	Client	Client provides the classified information "Implementation of the key ceremony" to the Contractor.	N/A

	November 2011, as amended; and the Contracting Authority also will adjust the numbering of the following points]				
#7	Testing Key Ceremony processing	$T6 = T5 + 2W$	Contractor, Client	Contractor generates testing ZMK and MTK in accordance with classified specification and delivers to the Client. Client imports both testing ZMK and MTK into the testing personalization environment.	Yes
#8	Chip initialization + Key diversification implementation	$T7 = T6 + 5W$	Contractor	Contractor implements chip initialization scripts based on classified information (Key ceremony) and other Clients requirements	YES
#9	Sample SET 2 - delivery	$T8 = T7 + 2W$	Contractor	40pcs of white ID1 testing cards, specific initialization according to requirements of the Client, testing diversified transport key, testing key ceremony implemented, chip configuration upon request of Client. Documentation for personalization	YES
#10	Sample SET 2 - approval	$T9 = T8 + 2W$	Client	Client approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Czech eID	NO
#11	Productive Key Ceremony processing	$T10 = T9 + 2W$	Contractor, Client	Contractor generates productive ZMK and MTK in accordance with classified specification and delivers to the Client. Client imports both productive ZMK and MTK into the testing personalization environment.	NO
#12	Sample SET 3 delivery	$T11 = T10 + 3W$	Contractor	1500 modules on reel , specific initialization according to requirements of the Buyer, testing diversified transport key, testing key ceremony implemented, chip configuration upon request of Client. Documentation for personalization	YES

#13	Sample SET 3 approval	T12 = T11 + 3W	Client	Client approves the correctness of the smart card production process, specifically embedding of contact chip module into the ID1 plastic card. Also the Client approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Czech eID	NO
#14	Productive approval test cards - delivery	T13 = T12 + 2W	Contractor	20pcs of white ID1 cards with final productive initialization - productive diversified transport key, productive key ceremony implemented.. Documentation for personalization	NO
#15	Productive approval test cards - approval	T14 = T13 + 2W	Client	Client approves the correctness of the smart card production process, specifically embedding of contact chip module into the ID1 plastic card. Also the Client approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Czech eID in live environment.	NO
#16	First partial delivery for mass production	T15 = T14 + 16W	Contractor	First partial delivery of chips module according to purchase order.	YES

Acknowledgement of Classified Document Receipt
Stvrzenka o převzetí utajovaného dokumentu

Sender (Name and Address):
Název a adresa odesílatele:

Recipient (Name and Address):
Název a adresa příjemce:

Classification:
Stupeň utajení:

Reference:
Číslo jednací:

Copy Number:
Číslo výtisku:

Number of Sheets:
Počet listů:

Number of Enclosures/Počet příloh:
Number of Sheets/Počet listů:
Number of Pieces (DVD, flash, CD)/Počet kusů a druh:

Date of Receipt:
Datum přijetí:

Name and Signature of Recipient:
Jméno a podpis příjemce:

Stamp of Recipient:
Razítko příjemce:

Discrepancies:
Závady:

Please fill out this form and return it to the sender.

TENDER COVER SHEET	
Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	
	“Supply of Contact Chip Modules // Dodávka kontaktní čipových modulů”
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:

“Supply of Contact Chip Modules // Dodávky kontaktních čipových modulů”

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:

“Supply of Contact Chip Modules // Dodávky kontaktních čipových modulů“

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

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

Name of the contractor who provided the performance:	
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.

AFFIDAVIT ON SECURITY REQUIREMENTS

Public Contract Name:

“Supply of Contact Chip Modules // Dodávky kontaktních čipových modulů“

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

(hereinafter “**the Contractor**”)

As a person authorized to act in the name of or for the Contractor, I hereby solemnly declare that the Contractor meets the technical qualification requirement, pursuant to Art. 9.4.2 the requirements **regarding the implemented security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the public contract in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively requirements 1-12 stated in the Annex no. 4 of the Draft Contract**, whereas all the requirements stated there are based on the requirements in particular ISO 14298 and CWA 15374 and must be interpreted in accordance with ISO 14298 and CWA 15374.

LIST OF SUBCONTRACTORS

Public Contract Name:

“Supply of Contact Chip Modules // Dodávky kontaktních čipových modulů”

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.³

³ 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 Act⁴: 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.

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

⁴ 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.

(2) Tax and Social Confirmations

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

+

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

Both of these requirements/documents shall be proved:

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

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

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

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

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

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

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

In case of suppliers who used this option and let the authorities send the given documents to the data box of the Contracting Authority, the Contracting Authority provides the obtained confirmations to the supplier and the supplier may use them as a part of the bid, respectively submit them upon the request before the contract conclusion.

Contact address of Czech authorities for foreigner suppliers:

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

Address: Štěpánská 28, 112 33 Praha 1

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

Phone: +420 224 041 157, Mrs. Pokorna,
Email: dagmar.pokorna@fs.mfcr.cz

Note that administrative fee of 100 CZK shall be paid.
In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8
(Prague Social Security Office, local office Prague 8),
Address: Trojská 1997/13a, 182 00 Praha 8,
<http://www.cssz.cz/cz/kontakty/krajska-a-okresni-pracoviste/praha/prazska-sprava-socialniho-zabezpeceni.htm>,
Phone: +420 283 104 543, Mrs Kložová
Email: jitka.klozova@cssz.cz

No fee shall be paid.
In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Contact address of Czech authorities for domestic suppliers:

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

(3) Commercial Register

In accordance with Sec. 75(1) (f) of the Act: “a copy of an entry in the Commercial Register, or a written affirmation in the event that the economic operator is not incorporated in the Commercial Register, in respect of Section 74 (1) e), which proves that the supplier is not in liquidation, has been declared insolvent, in respect of whom the receivership has been imposed under another legal regulation or it is in a similar situation pursuant to the law of the country of its registered office

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

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

Annexes:

Annex 1a – Form financial_CZE
Annex 1b – Form financial_ENG
Annex 2a – Form social_CZE
Annex 2b – Form social_ENG

ANNEX 1a (Form_financial_CZE)

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

[nebo jiný místně příslušný finanční úřad]

V _____ dne _____

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

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

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

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

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

Email: _____

Telefon: _____

Přílohy:

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

“Signature”

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

ANNEX 1b (Form_financial_ENG)

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

[or different locally competent Tax Authority Office]

In _____ date _____

Application for a certificate of non-existence of tax arrears

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

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

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

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

Email: _____

Phone : _____

Annexes:

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

"Signature"

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

"Name of your company"

ANNEX 2a (Form_social_CZE)

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

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V _____ dne _____

Žádost o vystavení potvrzení o bezdlužnosti

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

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

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

Email: _____
Telefon: _____

Přílohy:

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

“Signature”

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

ANNEX 2b (Form_social_ENG)

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

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

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

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

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

Email: _____

Phone : _____

Annexes:

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

"Signature"

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

"Name of your company"

ACCEPTANCE PROCEDURE OF SAMPLE SET 1 TESTING

(test of samples in accordance with the Sec. 79(2)(k) of the Act)

Prerequisites:

- Sample SET1 provided to Client- 40pcs of white ID1 testing cards with the Chips, generic initialization with testing generic transport key
- Personalization manual provided together with the sample SET 1 – fully describing all the aspects of the personalization of the Chip
- Example of personalization script to be provided together with the sample SET 1

The main goal of acceptance testing is to confirm that the samples can be electrically fully personalized, in order to achieve the full electronic functionality of Czech eID.

Specifically, following parameters and compliance of the chip will be evaluated during the acceptance testing:

General scenarios:

Test case	Description	Passed/Failed
Personalization scenario 1	Successful authentication into the chip using generic transport key	
Personalization scenario 2	Personalization of Applet 1 (Authentication)	
Personalization scenario 3	Personalization of Applet 2 (Signature)	
Personalization scenario 4	Personalization of user applet (3rd party applet)	
User scenario 1	On-board generation of the RSA/ECC key pairs for qualified electronic signature	
User scenario 2	Import of the RSA/ECC key pairs to the chip for electronic signature	
User scenario 3	Import of the certificate for the electronic signature	
User scenario 4	Creating of an electronic signature	

For acceptance of delivered samples for testing and for fulfillment of the requirement for testing, the results have to be 100 % “Passed”.

General functionality requirements:

Required functionality	YES/NO
JavaCard OS (JC min. version 3.1, compliant with GP min. version 3.0.4)	
Applet loading enabled (according to GP min. version 2.3)	
ATR management (full, partial change of ATR)	
Support of pre-computed HASH	
Compliance with eIDAS regulation	
Compliance with EN 419211, parts 1, 2, 4	
Following the Regulation EU 2019/881 (Cybersecurity Act) and the new EU CC scheme being deployed by ENISA, it is strongly recommended that the card operating system should be able to be patched in documents deployed in the field. STC considers this as a mandatory requirement	

For acceptance of delivered samples for testing and for fulfillment of the requirement for testing, the results have to be 100 % “YES”.

Detailed functionality of Applet 1 (Authentication):

Required functionality	YES/NO
Applet file system support (ISO 7815-4)	
Data objects support (ISO 7815-4)	
Applet PIN management support (ISO 7816-4) (verify, un-verify, change, unblock)	
Global PIN object support (compliance with GP v.2.3)	
Local PIN objects management using GPIN	
RSA key management (on board key generation, import, erase) up to 4096 bits	
RSA asymmetric cryptography (sign, decrypt)	
ECC keys management (on board key generation, import, erase) up to 521 bits	
Support of standard ECC curves (preferably NIST P521) defined by its oid	
Support of generic ECC curves, defined by domain parameters	
Asymmetric cryptography with ECC keys (TR-03111: Elliptic Curve Cryptography), Sign + KeyAgreement	
Symmetric Secure Messaging with AES-128,192 or 256 bits	
Asymmetric Secure Messaging (preferable with ECC keys)	
Access rights support for key objects, controlled by Asymmetric Mutual Authentication via CV certificate (Certificate Holder Authorization attribute in CV certificate specified in BSI TR-03110 or similar)	

For acceptance of delivered samples for testing and for fulfillment of the requirement for testing, the results have to be 100 % “YES”.

Detailed functionality of Applet 2 (Signature):

Required functionality	YES/NO
Applet file system support (ISO 7815-4)	
Data objects support (ISO 7815-4)	
Applet PIN management support (ISO 7816-4) (verify, un-verify, change, unblock)	
Support of MS Session PIN (at least for one PIN object) – preferable functionality	
Global PIN object support (compliance with GP v.2.3)	
Local PIN objects management using GPIN	
RSA key management (on board key generation, import, erase) up to 4096 bits	
RSA asymmetric cryptography (sign, decrypt)	
Support of HASH algorithm: SHA-1, SHA-256, SHA-384 and SHA-512 (FIPS 180-2)	
ECC keys management ((on board key generation, import, erase) up to 521 bits	
Support of standard ECC curves (preferably NIST P521) defined by its oid	
Support of generic ECC curves, defined by domain parameters	
Asymmetric cryptography with ECC keys (TR-03111: Elliptic Curve Cryptography), Sign + KeyAgreement	
Symmetric Secure Messaging with AES-128,192 or 256 bits	
Asymmetric Secure Messaging (preferable with ECC keys)	
Prove of QSCD keys origin – mechanism allowing to prove that the keys were generated on-board, support of cryptographical verification	

For acceptance of delivered samples for testing and for fulfillment of the requirement for testing, the results have to be 100 % “YES”.

Testing will take place in time according to the schedule set out in Annex No. 5 to Draft Contract.

During the acceptance testing of sample SET 1, the support of a Contractor with a flexible reaction time is expected.

AFFIDAVIT ON CONFLICT OF INTERESTS

Public Contract Name:

**“Supply of Contact Chip Modules // Dodávky kontaktních
čipových modulů”**

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 interests⁵, 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.

⁵ 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:

“Supply of Contact Chip Modules // Dodávky kontaktních čipových modulů”

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.