

Státní tiskárna cenin, s. p.

Registered Office: Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, 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, s. p. holds ISO 14298 (Management of Security Printing Processes), ISO 27001 (Information Security Management), ISO 9001 (Quality Management), ISO 14001 (Environmental Management), ISO 45001 (Health and Safety Management Standard – HSE)

Invitation for Tender Submission and Tender Documentation

(hereinafter “TD”)

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

Security Design Software and Maintenance // *Ceninový software a maintenance*

(hereinafter “Public Contract”)

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority	Státní tiskárna cenin, s. p.
Registered Office	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Business ID	00001279
Statutory body	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person	Mgr. Zuzana Šenoldová
E-Mail	senoldova.zuzana@stc.cz
Contracting Authority's profile / electronic instrument	https://mfc.ezak.cz/profile_display_53.html
Data box identifier	hqe39ah

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

2. COMMENCEMENT OF THE TENDER PROCEDURE

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

3. SUBJECT OF THE PUBLIC PROCUREMENT

- 3.1. 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 attached as Annex 1 hereof (hereinafter the “**Draft Contract**”) and is binding for Contractors in a full extent.
- 3.2. The subject matter of the Public Contract is a provision of:
 - a) **security design software** (hereinafter „**SW**“) **including licences to this SW** according to Article VIII Paragraph 1 of the Draft Contract, the minimum requirements for this SW are specified in Technical Specification which is Annex No. 1 to the Draft Contract;
 - b) **installation** of SW;
 - c) **training**;
 - d) **warranty for SW**;
 - e) maintenance of SW for 2 years and according to SW maintenance requirements which is an Annex No. 2 to the Draft Contract (hereinafter „**maintenance**“).

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

3.4. In accordance with the Sec. 33 of the Act the Contracting Authority conducted preliminary market consultations with a view to preparing procurement documents. This TD contains information that has resulted from a preliminary market consultation, such information are marked with the following symbol: „***PMC**“. In accordance with the Sec. 36 (4) of the Act the Contracting Authority identifies the persons who have taken part in the preliminary market consultation:

- **JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH, A-1190 Vienna, Gebhardtgasse 13, Austria, Id.No. FN 135521**

and the Contracting Authority further states that all essential information that was the subject of the preliminary market consultation were incorporated in the Draft Contract.

3.5. 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 appropriate given the meaning and nature of the Public Contract. The Contracting Authority took this obligation into the consideration within preparation of this TD.

4. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV code	Subject of the public contract
48300000-1	Document creation, drawing, imaging, scheduling and productivity software package
48322000-1	Graphics software package
72000000-5	IT services: consulting, software development, Internet and support

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of the Public Contract is **181 093 EUR**.

6. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

- 7.1. In its tender, the Contractor shall determine the tender price in **EUR excl. VAT**, specifically in Art. V (1) and (2) of the Draft Contract. The Contractor shall determine a detailed structure of the tender price as required in Draft Contract (hereinafter referred to as the “**tender price**”).
- 7.2. The tender price shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.
- 7.3. The Contracting Authority requests that the Contractor would state their tender prices with accuracy of two decimal places.
- 7.4. The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 7.5. The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number. The Contracting Authority does not permit a zero price.
- 7.6. **The Contracting Authority states that the maximum acceptable Total Tender Price (as defined by the Annex 5 hereof) that the Contractor shall submit is 182 000 EUR excl. VAT.**

8. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Státní tiskárna cenin, s. p. – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic**; unless something else follows from the nature of the specific activity necessary to fulfil the Public Contract (e.g. remote access to the system).

9. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

- 9.1. Estimated time frame for the Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in September 2023**
- 9.2. Terms of performance of the Public Contract:
 - **terms of performance are determined in the Art. IV of the Draft Contract**
 - **duration of the Draft Contract is determined in the Art. XIII of the Draft Contract**

10. QUALIFICATION REQUIREMENTS

- 10.1. **Compliance with the qualification requirements**

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

10.2. Basic Capacity

10.2.1. A Contractor shall not be considered qualified if:

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

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

If the tender or request for participation is being submitted by a branch of a Czech legal entity, then in addition to the aforementioned statutory bodies, the manager of the Czech branch must also comply with this requirement.

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

10.2.2. Proof of fulfilment of the basic capacity

The Contractor shall demonstrate compliance with the basic capacity by submitting an **affidavit, which is not older than 3 months before the date the tender procedure is commenced. The Contractor may use the sample affidavit stated in Annex 3a to this TD (Affidavit on Compliance with the Basic Capacity).**

10.3. Professional capacity

Compliance with the professional capacity shall be proved by the Contractor submitting **a copy of an excerpt from the Commercial Register** or similar records, if registration in such records is required by a different legal regulation, **which is not older than 3 months before the date the tender procedure is commenced.**

10.4. Technical qualification

10.4.1. The Contractor shall submit **a list of minimum 2 significant supplies** completed by the Contractor during the **last 3 years before the commencement of the tender procedure**, including the prices and periods of performance of the supplies and the client's identification data.

- **As a significant supply**, the Contracting Authority considers such a supply of **security design software (including licences to this software)** whose subject matter is similar to the subject matter of the Public Contract. **The financial value of each of these significant supplies was at least 50.000 EUR excl. VAT.**
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered both significant supplies to the same client or different ones.

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

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

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

- 10.4.2. In order to verify to requested technical parameters (specifically the technical requirements of “**100% guaranteed full compatibility with the existing CorvinaPlus software Frame Application v.3**”) the Contracting Authority requires the Contractor to submit **an electronic output (i.e. graphic design) of the software, which is being offered by the Contractor in its tender in this Public Contract (hereinafter the “Offered Software”), which must be openable and editable without no restrictions in the current security design software of the Contracting Authority, i.e. CorvinaPlus software Frame Application v.3 (hereinafter the “Current Software”).**

10.5. Requirement to specify subcontractors

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

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

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

10.6. Each participant may submit one tender under the tender procedure only.

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

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

11. EVALUATION CRITERIA, METHOD OF EVALUATION

11.1. Evaluation Criteria

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

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

Evaluation sub-criterion	Weight in %

A	Total Tender Price in EUR excl. VAT in accordance with the Annex 5 hereof	100%
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- **Sub-criterion A: Total Tender Price in EUR excl. VAT in accordance with the Annex 5 hereof**

Under this sub-criterion, the Contractor shall submit the tender price prepared in accordance with the Annex 5 hereof (above and hereinafter the “**Total Tender Price**”).


The Total Tender Price shall not exceed the amount stated in the Art. 7.6 hereof.

11.3. Method of evaluation

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

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

12. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

- 12.1. The payment and business terms and conditions are specified in the binding Draft Contract.
- 12.2. The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete .
- 12.3. The Contractor shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes.
- 12.4. The Draft Contract does not have to be submitted signed in the tender; however, the Contractor is obliged to fill in the Draft Contract on the cover page and in the signature clause the person/s authorized to act on behalf of or on behalf of the participant, who will sign the given contract if the Contractor is selected. In the case of representation, a simple copy of this power of attorney must be part of the tender, at the latest, such a Contractor will be required to submit an original power of attorney as part of cooperation before signing the contract.
- 12.5. In case of a joint tender, all Contractors shall be stated in the Draft Contract.

13. PUBLICATION OF THE TD

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

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

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

- 14.7. **The Contracting Authority hereby invites the Contractor to send any prospective reservations to the Draft Contract or any other tender conditions via the procedure stated in this Article, i.e., in writing before the deadline for tender submission stated in Art. 18.1 hereof. That would provide the Contracting Authority possibility to assess the reservation and chose the corresponding course of action (to refuse the suggestion or accept it and perhaps extend adequately the time limit for the submissions of tender if needed).**

15. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

- 15.1. This TD is binding for Contractors.

15.2. **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**.

15.3. **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. 6 of this TD).

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

Especially in connection with:

- 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 (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, Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus, as amended, including the current annexes of all these regulations;

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

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

16.1. Beneficial Owners

16.1.1. Participant who is a Czech legal entity

If it is not possible to find out information about the beneficial owner of the selected supplier, who is a Czech legal entity, in accordance with the provisions of Sec. 122 paragraph 5 of the Act, the Contracting Authority has the obligation to exclude the selected supplier from further participation in the tender procedure pursuant to Sec. 122 (8) (a) of the Act.

Pursuant to Sec. 122 (8) (a) of the Act the Contracting Authority does not take into account the entry made available in the register of beneficial owners after sending the notice of exclusion of the Contractor.

16.1.2. Participant who is a foreign legal entity

If the selected supplier is a foreign legal entity, the Contracting Authority will ask the selected supplier to submit an extract from foreign records similar to the records of the beneficial owners or, if there is no such record, the Contracting Authority will ask the selected supplier to:

- (a) to communicate the identification data of all persons who are its beneficial owner, and
- (b) to submit documents that show the relationship of all persons according to letter a) to the Contractor; these documents are in particular:
 - 1. extract from the commercial register or other similar records,
 - 2. list of shareholders,
 - 3. decision of the statutory body on the payment of a share of the profit,
 - 4. partnership agreement, charter or articles of association.

The Contractor is obliged to submit all documents in the language required by the Contracting Authority according to this TD.

In the event that the selected supplier does not submit the required information and documents, the contracting authority is in accordance with the provisions of Sec. 122 (8) (b) of the Act is obliged to exclude the selected supplier from further participation in the tender procedure.

16.2. Reliability of domestic VAT payers

- 16.2.1. The Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable taxpayer pursuant to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended.

Proof of compliance with this requirement will be in accordance with Section 39(5) of the Act. provided by the Contracting Authority namely by creating an export or print screen of an extract from the register of VAT payers from the database published by the tax administrator in a way that allows remote access. The account number, filled in by the Contractor in the Draft Contract, in accordance with the requirement stated in Art. 12.2 of this TD, must be the same as the account number stated in the register of VAT payers.

- 16.2.2. Given the current legislation and the fact that the Contracting Authority is not liable for VAT on behalf of a Contractor, who is not a domestic VAT payer (in the Czech Republic), requirement stated in the Art. 16.2.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

16.3. Bank Confirmation on the Bank Account

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

16.4. Testing of Software Compatibility

- 16.4.1. In accordance with the Sec. 104 (a) of the Act, before signing the contract, the Contracting Authority **reserves the right to run a test of software compatibility (hereinafter the “Test”)**.

- 16.4.2. Due to principle of economy the Contracting Authority states that the procedure of Test shall be applicable to **all suppliers, whose Offered software has not been satisfactorily used by the Contracting Authority in the last 2 years from the date of commencement of the tender procedure.**

- 16.4.3. As a “**satisfactorily use**” is meant, that the Contracting Authority has a previous experience (maximum 2 years as stated above) with the Offered Software and could confirm that **outputs from the Current Software are openable and editable without no restrictions in the Offered Software.**

- 16.4.4. **Scope of requirements and the minimum degree of fulfilment of the Test and course of the Test fulfilment assessment:**

- 16.4.4.1. The supplier is obliged to provide the contact details of the person authorized to organize the Test, incl. of the designated place of Test (in case of a Test performed in person), in the form of an affidavit, which forms Annex 3c of this TD.

- 16.4.4.2. The Test shall be organised no later than 2 weeks after the receipt of the request of the Contracting Authority in compliance with Section 122 (3) of the Act.

- 16.4.4.3. The Test shall be held in person or via teleconference. Both representatives of the Contracting Authority and the Supplier will be present during the Test either in person or via teleconference. Manner of the Test shall be chosen by the Contracting Authority and will be stipulated in the request of the Contracting Authority in compliance with Section 122 (3) of the Act.
- 16.4.4.4. The Contracting Authority shall prepare testing outputs of the Current Software and bring it to the place designed by the supplier, where the Test shall take place, or provide it in advance electronically. The supplier shall provide a device, on which the Test will be carried out, i.e. where the Offered Software may be ran.
- 16.4.4.5. During the Test the supplier shall present the Offered Software witnessed by the Contracting Authority in person or via teleconference and **prove that the testing outputs from the Current Software provided by Contracting Authority are openable and editable without no restrictions in the Offered Software.**
- 16.4.5. If the Test showed that the Offered Software does not meet the requirements of the Contracting Authority, then the selected Contractor shall be excluded from the tender procedure in compliance with Sec. 122 (8) of the Act.

17. TENDER SUBMISSION CONDITIONS

- 17.1. The Contracting Authority **does not require** the Contractor to ensure that all the documents or declarations have been signed by the statutory body of the Contractor or person authorised to act on behalf of or for the Contractor. The Contractor by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorised to undertake such acts and by submission of the tender the Contractor at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.
- 17.2. The tender shall be submitted in the **Czech or English language, or its combination**. Should any part of the tender be in a language other than the Czech or English, it must be translated (plain translation) into the Czech or English language. Documents in Slovak and proof of completed education in Latin shall be submitted by the Contractor without a translation into the Czech or English language.
- 17.3. Each tender submitted must contain all the documents required by the Act and the

Contracting Authority, including required proofs and information.

18. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

18.1. **The deadline for the tender submission shall end on 21.08.2023 in 09:00 AM.**

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

18.3. **Submitting tenders in electronic form:**

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfcr.ezak.cz/profile_display_53.html.
- All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.
- **To submit the tender, the applicant must register in the electronic instrument (respectively its connected supplier databases “CDD” or “FEN”).**
- ***Registration to the electronic instrument:***
 - **Further details for registration in FEN and verifying identity is available at:** <https://sites.google.com/fen.cz/napovedafen/> **English version:** <https://sites.google.com/fen.cz/napovedafen-en>

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

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

If the 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/fag/pozadavky-na-system>.

- You may test your browser and system using the following link: https://mfc.ezak.cz/test_index.html.
- Detailed instructions on how to use the electronic instrument are available in the “user’s manual” available at: <https://mfc.ezak.cz/manual.html>.

18.4. The Contracting Authority recommends using the following order:

- **Content of the tender**
- **Tender Cover Sheet (Annex 2 to this TD)**
- **Binding Draft Contract including Annexes (Annex 1 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **basic capacity (Annex 3a to this TD),**
 - **professional capacity,**
 - **technical qualification (partially Annex 3b to this TD).**
- **Proves of Compatibility incl. Place of Test (Annex 3c to this TD)**
- **List of Subcontractors (Annex 4 to this TD)**
- **Evaluation Model (Annex 5 to this TD)**
- **Affidavit on Conflict of Interests (Annex 6 to this TD)**
- **Affidavit on Applied Sanctions (Annex 7 to this TD)**

18.5. Where the Contracting Authority demands, under this TD, the submission of documents that must also be submitted as part of the Draft Contract, it is sufficient for the Contractor to submit a single copy of such documents as part of their tender.

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

19. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event. If a participant requests this in writing after the end of the deadline for tenders submission, the Contracting Authority shall, within 5 working days of receipt of such a request, send to all participants or publish on the Contracting Authority’s profile the tender data corresponding to the numerical evaluation criteria, without identifying data of the participants, according to Sec. 109 of the Act.

20. OTHER PROVISIONS

20.1. The Contracting Authority shall not reimburse the Contractors for any costs

incurred in connection with their participation in the tender.

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

21. ANNEXES

- Annex 1 – Draft Contract
- Annex 2 – Tender Cover Sheet
- Annex 3a – Affidavit on Compliance with the Basic Capacity
- Annex 3b – List of Significant Supplies
- Annex 3c – Proves of Compatibility incl. Place of Test
- Annex 4 – List of Subcontractors
- Annex 5 – Evaluation Model
- Annex 6 – Affidavit on Conflict of Interests
- Annex 7 – Affidavit on Applied Sanctions

Prague, dated as *per the electronic signature*

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Tomáš Hebelka, MSc
Chief Executive Officer
on behalf of the Contracting Authority
Státní tiskárna cenin, s. p.

CONTRACT FOR SUPPLY OF SECURITY DESIGN SOFTWARE AND MAINTENANCE

registered by the Client under No. 036/OS/2023
registered by the Contractor under No. [the Participant may add its internal number of
contract or not add any]

(hereinafter referred to as "**Contract**")

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

and

made pursuant to Section 53 et seq. of the Act No. 134/2016 Coll., on public
procurement, as amended (hereinafter referred to as the "**PPA**")

I. CONTRACTING PARTIES

Státní tiskárna cenin, s. p.

with its registered office at Růžová 943/6, Nové Město, 110 00 Praha 1, 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 "**Client**")

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 "**Contractor**")

(the "**Client**" and the "**Contractor**" hereinafter collectively referred to as the "**Parties**" or
"**Contracting Parties**")

Representatives authorized to negotiate in contractual and economic matters:

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

On behalf of the Contractor: **[the Participant to add the 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 Client: **Ondřej Hyršl**, Production Director
e-mail: Hyrsi.Ondrej@stc.cz
tel.: + 420 236 031 383

Svatopluk Skřivánek, Project Specialist
e-mail: Skrivanek.Svatopluk@stc.cz
tel.: +420 236 031 419

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

Jaroslav Kaucký, Head of the Prepress Operation Department
e-mail: Kaucky.Jaroslav@stc.cz
tel.: +420 236 031 393

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

e-mail: [•]

tel.: [•]

II. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of simplified below-threshold procedure within the meaning of Section 53 et seq. of the PPA, which is entitled „**Security Design Software and Maintenance**” (hereinafter referred to as the “**Tender Procedure**”). The basis for this Contract is also the Contractor's tender for the tender procedure submitted on **[the Contracting Authority to add Participant's tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the “**Tender**”).
2. When interpreting the content of this Contract, the Parties are obliged to take into account the tender conditions and the purpose related to the Tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the tender documentation to the Invitation to submit a tender and Tender procedure (hereinafter referred to as the “**Tender Documentation**”).

III. SUBJECT-MATTER OF CONTRACT

2. The Contractor undertakes to provide to the Client following:
 - a) security design software (hereinafter „**SW**”) including licences to this SW according to Article VIII Paragraph 1 hereof, the minimum requirements for this SW are specified in Technical Specification which is Annex No. 1 to this Contract;
 - b) **instalation** of SW;
 - c) **training**:
 - duration: 10 working days (8 working hours per day),
 - location: place of performance according to Article IV Paragraph 1 hereof,

- training shall be provided for a maximum number of 4 trainees,
 - language of training: English;
- d) warranty for SW:
- warranty period: 12 months
 - In case of defects during the warranty period, the warranty service for repair of defects shall be provided as same conditions as stated in SW maintenance requirements which is an Annex No. 2 to this Contract (hereinafter „**warranty**“)
- e) maintenance of SW for 2 years and according to SW maintenance requirements which is an Annex No. 2 to this Contract (hereinafter „**maintenance**“).
3. SW shall be delivered to Client by the Contractor on a dongle, CD's or other portable media containing also the licence agreement (hereinafter also referred to as "documentation"). This documentation shall be in English language.
4. The subject-matter of this Contract is not including hardware (workstation and monitor) for implementation hereof, the Client undertakes to ensure the necessary HW itself.

IV. PLACE AND TERMS OF PERFORMANCE

1. The place of performance is the Client's building at the address Státní tiskárna cenin, s.p., Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic; unless something else follows from the nature of the specific activity necessary to fulfill this Contract (e.g. remote access to the system).
2. The Contractor undertakes to ensure the installation of the SW no later than 2 weeks after the Contract takes effect. The performance of the installation without defects shall be confirmed by the Contracting Parties by signing the **Installation Protocol**.
3. After instalation the training shall take place. The Contractor shall provide training of the Client's operators and deliver to the Client the documentation in the English language (in a digital form) no later than 2 weeks after signing the Installation Protocol.
4. The Contracting Parties will make **Acceptance Report** in two copies, describing delivery and acceptance of SW, completion of installation, training of the Client's operators and delivery of documentation in the English language (in a digital form), to be signed by representatives of both Parties authorized to negotiate in factual and technical matters.
5. Warranty period shall be twelve (12) months from the date following the signing of Installation Protocol.
6. After the warranty period, the maintenance shall be started to provide. The Contractor undertakes to provide maintenance for total period of 2 years from the day following the warranty period. The price for maintenance will be paid for each year saparately, details are stated in Articles V and VI hereof.

V. PRICE

1. The price of the subject matter of this Contract according to Article III Paragraph 1 Point a) to d) hereof has been determined in accordance with the Contractor's Tender submitted under the Tender Procedure organised by the Client as the Contracting Authority, as

follows:

The price for subject-matter of this Contract according to Art. III Paragraph 1 Point a), b) and d) hereof	[the Participant to add the price subject-matter of this Contract according to Article III Paragraph 1 Point a), b) and d) hereof] EUR excluding VAT
The price for subject-matter of this Contract according to Art. III Paragraph 1 Point c) hereof	[the Participant to add the price subject-matter of this Contract according to Article III Paragraph 1 Point c) hereof] EUR excluding VAT
Total price for price subject-matter of this Contract according to Article III Paragraph 1 Point a) to d) hereof	[the Participant to add the sum of the prices of both lines above] EUR excluding VAT

2. The annual flat price for maintenance according to Article III Paragraph 1 Point e) hereof has been determined in accordance with the Contractor's Tender submitted under the Tender Procedure organised by the Client as the Contracting Authority, as follows:

[the Participant to add the price for subject-matter of this Contract according to Article III Paragraph 1 Point e) hereof] EUR per 1 year

excluding VAT

3. If the Contractor 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 are maximal and final and are to be understood on DDU Prague, Czech Republic basis. All prices are net prices, excluding any provisions, duties, customs, taxes and withholding tax in the territory of Czech Republic.

VI. PAYMENT TERMS

1. The total price according to Article V Paragraph 1 hereof shall be paid by the Client to the Contractor on the basis of invoice issued by the Contractor. The Contractor is entitled to issue this invoice on the day after signature of Installation protocol. The copy of mutual signature of Installation protocol shall be an annex of such invoice.
2. The annual flat price according to Article V Paragraph 2 hereof shall be paid by the Client to the Contractor in advance for a given period of 1 year on the basis of invoice issued by the Contractor. Considering that maintenance according to this Contract is for a period of 2 years, 2 invoices will be issued for the annual flat price. The Contractor is not entitled to issue the first invoice sooner than one month before this expiration of warranty period. Second invoice will be issued by the Contractor to 12 months from issuing the prior invoice at the latest but not sooner than one month before this period expiration.
3. Properly issued invoices, containing the requested details and annexes, are due in 15 days from its delivery to the Client.
4. The Contractor is required to deliver the invoice (tax document) to the Client's email address podatelna@stc.cz. The invoice (tax document) shall show the bank account to which the payment is to be made. The account shall be identical to that stated in this Contract.
5. Each invoice (tax document) must at least include the following essentials:

- identification details of the contracting parties (i.e. name, registered office address, identification number, registration details);
- the Contract reference number indicated in the Contract;
- payment identification via a link to the appropriate Article hereof;

and all essentials of a proper tax document laid down by the applicable legal regulations and the present Contract.

6. If the invoice (tax document) does not contain any of the essentials, or contains incorrect price information, or if the invoice (tax document) is issued in breach of the applicable payment conditions, the Client may return such a invoice (tax document) to the Contractor for a revision. If the above is the case, the Client must indicate the reason for returning the invoice on the invoice (tax document) concerned or in a cover letter. The maturity term of the new (corrected) invoice (tax document) shall start on the date of its demonstrable delivery to the Client.
7. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
8. If the Contractor is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (Paragraphs 9 to 12 of this Article).
9. The Contractor declares that in the moment of conclusion of the Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Contractor also declares that in the moment of conclusion of the Contract there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Contract, the Contractor's statements referred to in this Paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Contract.
10. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.
11. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.

12. By payment of the VAT into the account of the tax authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

VII. RIGHTS AND DUTIES OF THE PARTIES

1. Before servicing within warranty or maintenance begins, the Contractor shall inform in writing or by e-mail the Client what data can be compromised by servicing and the Contractor shall invite the Client to backup those data, recommending the backup way or procedure so as to prevent loss or destruction of the data. If the Contractor fails to do so, the Contractor shall be held liable also for incidental destruction.
2. The Client shall especially:
 - a) Provide the Contractor's employees, who perform this Contract, the necessary assistance.
 - b) Protect its user data in the way that prevents their loss or destruction;
 - c) Maintain backup copies of all components of operated SW in accordance with valid regulations so as to they are available in case they are required for performance of the subject-matter of this Contract.

VIII. RIGHTS OF USE TO SOFTWARE

1. To SW (according to Article II Paragraph 1 Point a) hereof) or other works of authorship (in this Article referred to as "copyright work" or "work"), if the Contractor creates any within the scope of performance under this Contract, which are wholly or partially subject to protection under Act No. 121/2000 Coll, on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), as amended, the Contractor grants by this Contract to the Customer a non-exclusive licence, for the duration of the property rights to such work, in the territory of the Czech Republic and for all uses. The licence fee for this licence is a one-time and it is included in the price according to Article V Paragraph 1 hereof. This licence shall be granted to Client after successful installation (i.e. after signature of Installation protocol - Article IV Paragraph 2 hereof) and payment of licence fee (i.e. after payment of total price which includes licence fee – Article VI Paragraph 1 and Article V Paragraph 1 hereof). ***PMC**
2. The license conditions and terms shall be handed over to the Buyer in a suitable form (dongle, CD's or other portable media), this handover will be ensured by the Seller (Article III Paragraph 2 hereof).
3. Restriction of the scope of the author's rights to SW is regulated by the provision of section 66 of the Copyright Act.
4. The Contractor hereby represents that the Contractor is not aware of any legal defects of SW and that the Contractor is authorized to provide licenses to SW and conclude this Contract.

IX. PARTIES' ASSISTANCE, OTHER PROVISIONS

1. For proper performance of the subject-matter of this Contract, the Client shall ensure for the Contractor especially the following:

- a) Entry for the Contractor's employees to the Client's building at the time required for the performing the subject-matter under this Contract, i.e. also past working hours;
 - b) Access for the Contractor's employees to the workstation for the purpose of Servicing, to communication devices and power supply;
 - c) Instruction of the Contractor's employees as regards protection and security measures in the Client's building.
2. The Contractor shall ensure to that its employees performing service support at the place of installation have valid business cards and produce them along with their valid passports for review by the Client.
3. The Contractor's employees especially:
- a) May enter only those rooms in the Client's building as determined between the representatives of both Parties for factual and technical matters;
 - b) Are obliged to have on them or wear in a visible way cards for entry to the Client's building;
 - c) Shall not bring out any data pertaining to production, either on data media, or in a written form;
 - d) Shall observe any and all legal regulations and the Client's internal guidelines and regulations in case they were informed about them,
4. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
- a. the Contractor remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in 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 Contractor is obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change. The Contractor is entitled to change qualifying subcontractors only if the Contractor shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.
 - d. the Contractor is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled partial contract. By signing this Contract, the Contractor declares that it complies with the obligations specified in this point d) and undertakes to comply with them for the entire duration of this Contract.

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

5. The Contractor declares that the Contractor in the sense of:
- 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
 - 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
 - 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.
6. The Contractor further declares that for purposes of performance of this 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.
7. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Article XI Paragraph 5 or 6 hereof, the Client undertakes to immediately once the Contractor finds out about the change of circumstances, inform Client of this fact in writing.

X. LIBERATION REASONS

1. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or losses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code. For the purposes of this Contract, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor's will, which temporarily or permanently prevented from fulfilling Tortfeasor's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.
2. In addition to the liberation reasons stated in Paragraph 1 of this Article, the Contractor is not liable for any failure or delay in compliance with the terms and conditions included herein due to, arising out of or caused, directly or indirectly, by circumstances, causes or events beyond its reasonable control.

XI. SANCTIONS

1. In the event of the Contractor's delay with performance the term IV odst. 2 or 3 hereof, the Contractor is obliged to pay a contractual penalty in the amount of EUR 0.05% of total price stated in Article V Paragraph 1 hereof (excluding VAT) for each started day such a violation;

up to the maximum of 10% of the price stated in Article V Paragraph 1 hereof (excluding VAT).

2. If the Contractor destroys data providing warranty service or maintenance and the Contractor did not backup and did not invite the Client to backup those data according to Article VII Paragraph 2 hereof, the Contractor shall pay to the Client a contractual penalty in the amount 5.000 EUR. Payment of the contractual penalty is notwithstanding the Client's right to damages, also in excess of the contractual penalty.
3. In the case of a breach of any of the obligations resulting from Article IX Paragraph 6 or 7 hereof by the Contractor, or if the statement in Article IX Paragraph 5 hereof turns out to be false, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 4 000 for each case of violation of these obligations.
4. In the case of violation of the obligations resulting from Article XII hereof, the Party which breached its obligation is obliged to pay a contractual penalty to the other Party in the amount of EUR 6 000 for each discovered case of violation of these obligations.
5. In the event of the Client's delay in paying a duly issued invoice, the Client is obliged to pay default interest of the amount due in the amount 0.05%, for each started day of delay.
6. The contractual penalty is due within 14 calendar days after the delivery of the bill for the contractual penalty to the Contractor. The default interest is due within 14 calendar days after the delivery of the bill for the default interest to the Buyer.
7. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.

XII. 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 Contract 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 Contract.

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

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous Paragraph shall confirm the destruction at the request of the other Party in writing.
9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that

the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.

10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
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 Contract. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XV Paragraph 6 hereof. If the Contractor considers any information stated in this Contract to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Client at the latest before the publishing the Contract in the Register of contracts.

XIII. DURATION OF THE CONTRACT

1. This Contract 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 Contract is concluded for an definite period of time, namely for period of 2 years from the day when the providing of maintenance started (Article IV Paragraph 6 hereof), and it can be terminated before this period:
 - a) by written agreement of the Parties;
 - b) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) the Contractor is more than 60 days in delay with term of performance stated in Article IV Paragraph 2 or 3 hereof or with starting to providing of maintenance stated in Article IV Paragraph 6 hereof;
 - b) Contractor's statements referred to Article VI paragraph 9 hereof prove to be false;
 - c) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 9 hereof;
 - d) breach of obligation under Article IX Paragraph 4 point c) hereof;
 - e) breach of obligation under Article IX Paragraph 4 point d) hereof or obligation under Article XV Paragraph 5 hereof;
 - f) breach of obligation under Article IX Paragraph 5 or 6 or 7 hereof;
 - g) breach of Article XII hereof which has not been remedied following a previous notice for correction;
 - h) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.

4. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract must be sent by postal service provider. In the event that the providing of maintenance has already begun, the Contracting Party may withdraw from the Contract only with regard to the unfulfilled remainder of the performance.
5. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated.
6. In the event of termination of this Contract according to Article XIII Paragraph 2 Point a) or b), the Parties undertake to carry out proper financial settlement of their mutual receivables and payables.

XIV. APPLICABLE LAW AND RESOLUTION OF DISPUTES

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

XV. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties. This provision shall not apply in the event of changes in the authorised representatives or other cases stated in this Contract; such changes are effective on the date, when the writing notice (at least an e-mail) on such change is delivered to the other Party.
2. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.

3. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.
4. The Contractor hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIII Paragraph 2 point b) and Article XIII Paragraph 4 hereof.
5. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. By signing this Contract, the Contractor declares that it complies with the obligations specified in this Paragraph 5 and undertakes to comply with them for the entire duration of this Contract.
6. The Parties take into consideration that this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Client.
7. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
8. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
9. The following Annexes form an integral part of this Contract:
Annex No. 1: Security Design Software – Technical Specification;
Annex No. 2: SW Maintenance requirements.

In Prague, date _____

For the Client:

In [•], date _____

For the Contractor:

Tomáš Hebelka, MSc

Chief Executive Officer

Státní tiskárna cenin, s. p.

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

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

[the Participant to add its name]

Security Design SW – Technical Specification

- Windows platform.
- 100% guaranteed full compatibility with the existing CorvinaPlus software Frame Application v.3
- Existing graphic designs must be able to be opened without any problems, and at the same time their trouble-free editing must be ensured (formats . jsp , . glt , . cgt , . cgb).
- The program must be able to generate guilloches of arbitrary shapes and their modification.
- Must be able to work with micro-lettering.
- Be able to handle relief rasters, allow magnification of 200,000% and more.
- Be able to work with both vectors and bitmaps.
- Include a tool for generating random structures of graphic elements.
- A tool for evaluating surface coverage with printing inks.
- A tool for creating data for post-processing by end devices (e.g. CTP, CTF, CToP , CTiP).
- Tool for editing documents, including manual origin.
- A tool for simulating structures (e.g. animal fur).

SW maintenance requirements

SW update with add-ons

- Providing SW updates with other new features/tools that will otherwise be released only in a future SW version.

SW version upgrades

- New versions of the SW will be available regularly as they are officially launched.

Annual consultations

- SW support on site, proposal of optimal use of SW and SW operation control (once a year 4 working days free of charge)

Remote support

- mainly via e-mails.

SW license code support

- Provision of annual SW license code and license activation guide.
- Re-issuance of annual SW license code – in case of new workstation, newly set time, new HW parts, etc.)

SW dongle key support

- Provision of SW license key installation guide.
- Advice on unlocking dongle, solving time synchronization problems.
- In the event of a damaged dongle, service will send a new dongle by DHL at its own expense.

Help with SW installation

- Provide installation software to download and the associated installation wizard.
- Remote installation of SW during the CUSTOMER's business hours via the 'TeamViewer' app.
- In case of damage or loss of SW, service will send a new installation DVD by DHL at its own expense.

Troubleshooting

- If STC encounters a SW error, service will try to diagnose it and propose a possible solution.
- Whenever a bug fix is developed to fix a SW bug, a new SW update will be provided (approximately twice a year).

SW usability assistance

- Help with the correct use of SW, such as explanation of filters, menus, tools, etc.

Priority support

- STC receives a reply within 1 (one) business day.

TENDER COVER SHEET	
Tender procedure pursuant to the Act No. 134/2016 Coll., on Public Procurement, as amended	
Title:	Security Design Software and Maintenance // <i>Ceninový software a maintenance</i>
Key identification data	
Contracting authority	
Name:	Státní tiskárna cenin, s. p.
Registered office:	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Šenoldová
E-mail:	senoldova.zuzana@stc.cz
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:

Security Design Software and Maintenance //

Ceninový software a maintenance

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:

Security Design Software and Maintenance // *Ceninový software a maintenance*

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

In accordance with the Contracting Authority's requirement stated in Article 10.4.1 of the TD, 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):	
Financial volume (sum) for the performance:	
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.

PROVES OF COMPATIBILITY INCL. PLACE OF TEST

Public Contract Name:

Security Design Software and Maintenance // *Ceninový software a maintenance*

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

- (1) In accordance with the Contracting Authority's requirement stated in Article 10.4.2 of the TD, I attach an electronic output (i.e. graphic design) of the software, which is being offered in this tender in this Public Contract, which is openable and editable without no restrictions in the current security design software of the Contracting Authority, i.e. CorvinaPlus software Frame Application v.3.
- (2) In accordance with the Contracting Authority's requirement stated in Article 16.4.4.1 of the TD I hereby state the contact details of the person authorized to organize the Test and the designated of place of Test (in case of a Test performed in person).

Name:

Surname:

Occupation:

E-mail:

Telephone.:

Place (address) of the Test:

LIST OF SUBCONTRACTORS

Public Contract Name:

Security Design Software and Maintenance // *Ceninový software a maintenance*

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.¹

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

Annex No. 5 of Tender Documentation - "Evaluation Model"

Public Contract "**Security Design Software and Maintenance**"

	Item	Number	Unit of measurement	Price per unit in EUR excl. VAT	Total price in EUR excl. VAT
1	The price for subject-matter of this Contract according to Art. III Paragraph 1 Point a), b) and d) of the Draft Contract in EUR excl. VAT - security design software - installation of software - warranty for software (in accordance with the Art. V (1) of the Draft Contract)	1	unit	- €	- €
2	The price for subject-matter of this Contract according to Art. III Paragraph 1 Point c) of the Draft Contract in EUR excl. VAT - training (in accordance with the Art. V (1) of the Draft Contract)	1	unit	- €	- €
3	The annual flat price for subject-matter of this Contract according to Art. III Paragraph 1 Point e) of the Draft Contract in EUR excl. VAT - maintenance (in accordance with the Art. V (2) of the Draft Contract)	2	years	- €	- €
	Total Tender Price (for evaluation purpose only)	- €			

AFFIDAVIT ON CONFLICT OF INTERESTS

Public Contract Name:

Security Design Software and Maintenance //
Ceninový software a maintenance

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 interests², 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.

² 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:

Security Design Software and Maintenance //
Ceninový software a maintenance

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

(hereinafter „Contractor“)

Individual sanctions

1. 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.

2. 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.