

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)

Tender Documentation

(hereinafter “TD”)

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

Supply of Contact Chip Modules for Production of Cards for Smart Tachographs // *Dodávky kontaktních čipových modulů pro výrobu karet do digitálních tachografů*

(hereinafter “Public Contract”)

¹ Please find actual version of the Act under this link: <https://www.zakonyprolidi.cz/cs/2016-134> in the Czech language.

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. Petra Nádvorníková
E-Mail	nadvornikova.petra@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 begins in accordance with Section 56 (1) of the Act upon sending of the Notice of the Tender Procedure Commencement to the Official Public Procurement Journal in accordance with the Sec. 212 of the Act.

3. SUBJECT OF THE PUBLIC PROCUREMENT

- 3.1. The subject of this Public Contract is the Contractor's obligation to provide the Contracting Authority with contact chip modules (hereinafter the “**Chips**” or “**Chip**” or “**Chip Modules**”) pursuant to the Technical Specification set out in the Draft Contract, which forms Annex No. 1 to this TD (hereinafter the “**Draft Contract**”).
- 3.2. 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 to a full extent. Further details regarding the Chips are provided in the Draft Contract, especially in **Annexes No. 1a, 1c, 1e and 1f of the Draft Contract**.
- 3.3. In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.
- 3.4. **Wider societal interests:**

According to the Sec. 6 (4) of the Act the Contracting Authority is obligated to abide principles of socially and environmentally responsible procurement and innovation when determining tender conditions, conditions of evaluation and selection of a contractor, if it is 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
31712354-6	Transistor chips

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of the Public Contract, **including all reserved changes in obligations as defined in this TD**, is **EUR 1 460 000 excl. VAT**.

The Contracting Authority has determined this estimated value based on expected quantity of chip supplies, including all reserved changes in obligations defined in this TD, particularly in the Draft Contract.

The **minimum annual binding quantity of chips** during the term of the Draft Contract is specified in Article IV, paragraph 1 and 2 of the Draft Contract.

6. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

- 7.1. The Contractor shall state the tender price **in EUR** excluding VAT in **Annex No. 2 to this TD**, structured as required in the said Annex and 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 1.98 EUR excl. VAT.

- 7.2. The tender prices stated in Annex 2 to this TD 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 (hereinafter referred to as the “**Total tender price**”).

- 7.3. The Contracting Authority requests that the participants stipulate their unit prices with the precision 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.

8. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Prague, Czech Republic**, specifically:

Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic.

9. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

- 9.1. Estimated time frame for Draft Contract conclusion: without any undue delay after selection of the Contractor, preliminary in **January 2026**.

- 9.2. Period of performance of the Public Contract:

The duration of the Draft Contract is set out in the Article XIII of the Draft Contract.

- 9.3. **Justification for the contract duration**

The Contracting Authority has stipulated the duration of the Draft Contract for 4 years from the date it takes effect or until the maximum financial limit EUR 730 000 will be exhausted, whichever occurs first.

The duration of the Draft Contract may be extended but by no more than 4 years and the maximum financial limit may be increased up to EUR 1 460 000. This is due to the Contracting Authority's obligation arising from the contract concluded between the Contracting Authority and the Ministry of Transport of the Czech Republic, which is in force until 30 March 2028. The Contracting Authority reasonably expects to extend this contractual relationship by an additional 4 to 6 years and will therefore be obligated to provide the performance to the Ministry of Transport even after the date 30 March 2028.

Regulation (EU) No 165/2014 of the European Parliament and of the Council of 4 February 2014 on tachographs in road transport repealing Council Regulation (EEC) No 3821/85 on recording equipment in road transport and amending Regulation (EC) No 561/2006 of the European Parliament and of the Council on the harmonisation of certain social legislation relating to road transport (hereinafter referred to as "the Regulation"), expressly prohibits the falsification, suppression, or

destruction of data recorded on the record sheet, stored in the tachograph, or on the driver card.

To ensure the purpose established by the Regulation, it is also necessary to give priority to the protection of data carriers containing the monitored data — including, among others, digital tachograph (DT) cards — which, by their nature and the personalized identification data they contain, both visually and electronically on the chip, meet the characteristics of an identification document.

The Czech Republic must, in accordance with EU law and Czech legislation, ensure the continuous issuance of digital tachograph cards, and this obligation is contractually transferred to the Contracting Authority.

10. QUALIFICATION REQUIREMENTS

10.1. Compliance with the qualification requirements

10.1.1. The Contractor is required to prove its qualifications at the latest by the tender submission deadline.

10.1.2. 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 2 to this TD (Affidavit on compliance with the basic capacity).

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

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

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

10.2. Basic Capacity

10.2.1. A Contractor shall not be considered qualified if:

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

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

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

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

10.3. Proof of fulfilment of the basic capacity by a Contractor with its seat in the Czech Republic

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

- a) an extract from the Criminal Register regarding the 10.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 10.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 10.2.1 (b) of this TD,
- d) a written sworn statement regarding the 10.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 10.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the participant is not recorded in the registry, regarding the 10.2.1 (e) of this TD.

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

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

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

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

- a) the 10.2.1 (a) of this TD;
- b) the 10.2.1 (b) of this TD;
- c) the 10.2.1 (c) of this TD;
- d) the 10.2.1 (d) of this TD;
- e) the 10.2.1 (e) of this TD; whereas

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

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

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

The Contracting Authority attaches a manual for obtaining documents regarding Basic Capacity (Annex No. 4 hereof).

10.5. Professional capacity

Compliance with the professional capacity pursuant to the provision of Section 77(1) of the Act shall be proved by the Contractor submitting **a copy of an excerpt from the Commercial Register** or similar records, if registration in such records is required by a different legal regulation.

10.6. Technical qualification

10.6.1. In accordance with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 2 significant supplies** completed by the Contractor during the **last 3 years before the commencement of the tender procedure**, including total amount, periods of performance of the supplies and the client's identification data.

- The Contracting Authority considers as a significant supply any supply whose subject matter is the same as the subject matter of this Public Contract, specifically the supply **of chip modules for production of Cards for Smart Tachographs with the same basic specification as specified in Annex No. 1a to the Draft Contract and certified as stated bellow. The Contracting Authority states that the subject matter of at least one of the significant supplies must be the Smart Tachograph G2V2. The subject matter of the second significant supply must be the Smart Tachograph G2 (G2V1 or G2V2). The minimum quantity must be at least 80.000 pcs in a single significant supply within the past the last three (3) years before the commencement of the tender procedure.**

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.** To meet the following condition, the subject of the significant supply could therefore have been **either chip modules later used in certified tachographs, or tachograph cards with the chip modules already implemented.**

For each of the significant supply the Contractor shall submit the **Approval Number of the Type Approval certificate** related to the subject matter of the significant supply **or a plain copy of the Type Approval certificate** according to the requirements of the regulation EU 1360/2002 and of the regulation EU 799/2016 or the Approval Number of the Type Approval certificate related to the subject matter of the significant supply.

In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor performed one significant supply based on one or multiple contracts or orders provided that the supply was delivered to the same client and corresponds the scope specified above.

Furthermore, for the purposes of meeting the minimum level of this technical qualification, it is not decisive whether the two significant supplies were delivered to the same client or to different clients.

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

- a) name of the contractor who provided the performance (could be the Contractor or a Subcontractor),
- b) name of the client the contract was performed for,
- c) period of performance (in details of months),
- d) scope of performance (subject),
- e) volume of supply (number of chip pieces),
- f) Approval Number of the Type Approval certificate (or a plain copy of the certificate may be included in the Tender)
- g) 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 2 hereof for proving fulfilment of the technical qualification.

10.6.2. 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 itself and all entities, which shall be participating within the performance of the subject matter of the Public Contract (i.e. subcontractors) 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 “INTERGRAF 15374 Security management system for suppliers to the security printing industry”, respectively **requirements 1-12 stated in the Annex no. 4 of 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.

Draft Contract, whereas all the requirements stated there are based on the requirements of ISO 14298 and INTERGRAF 15374 and must be interpreted in accordance with ISO 14298 and INTERGRAF 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 “INTERGRAF 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 2 hereof, whereas the Contractor shall be obliged to state that it fulfils all requirements.

To verify the fulfilment of these requirements the Contracting Authority shall conduct a security audit of the supplier, whereas conditions of its performance are stated **in Art. 17.6 of this TD and in the Draft Contract and Annex No. 4 of the Draft Contract**

or

- a combination of valid certificates and a relevant Security Audit, if more places of performance of the Public Contract are relevant.

10.6.3. 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.

10.6.4. 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.

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

- **40 pcs of white ID1 testing cards (Sample SET 1) with the Chips, generic initialization with testing generic transport key; including:**
 - a. **Personalization manual** – fully describing all the aspects of the personalization of the Chips,
 - b. **Example of personalization script** for all four types of supported configurations (Driver card, Workshop card, Control card and Company card)

(Samples required to be submitted according to the 10.6.5 hereof hereinafter referred to as the “**Qualification Samples**”)

Detailed information for testing of Qualification Samples is in the Annex No. 3 hereof “Sample SET 1 testing”.

A complete overview of testing samples after signing the Draft Contract is in Annex No. 1f to the Draft Contract (“Acceptance Procedure”).

10.7. Demonstrating qualification requirements obtained abroad

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

If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by a **written affidavit**. **This applies if the required document does not have its equivalent in the jurisdiction where the qualification was**

obtained (i.e. the required document does not exist in the foreign legislative system) and also if the foreign legislation does not require compliance which the Contracting Authority requires to be proved by the respective document submission. In the latter case the Contractor provides an affidavit stating non-existence of the obligation, compliance with which the Contracting Authority requires to be proved.

10.8. Submitting proof of compliance with the qualification requirement through another entity

If the Contractor is unable to prove compliance with a certain part of the qualification requirements in the full scope, it may provide the missing proof by means of another entity.

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

- a) documentary proof of compliance with the professional capacity pursuant to Section 77(1) of the Act (Commercial Register) through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,
- c) documentary proof of compliance by (that) other entity with the full capacity pursuant to Section 74(1) of the Act,
- d) contract or a confirmation of its existence signed by other entity, the content of which is an undertaking by another 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.

Further pursuant to Sec. 83 (2-5) of the Act.

If the Contractor proves qualification through another entity and submits documents pursuant to Section 79(2)(a), (b) or (d) of the Act relating to such person, the contract or the confirmation of its existence pursuant to Section 83(1)(d) of the Act must imply an undertaking that the other entity will carry out the works or services to which the proven qualification criterion applies.

10.9. Proving compliance with the qualification requirements for joint tenders

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, and the Contractors submit or wish to submit a joint tender to that end, each of them shall prove compliance with the basic qualification requirement in accordance with Section 74(1) of the Act and with the professional qualification requirement in accordance with Section 77(1) of the Act, separately and in full.

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, they shall submit to the Contracting Authority, along with the means of proof showing their compliance with

the qualification requirements, an agreement containing the undertaking of all of the Contractors to be jointly and severally liable to the Contracting Authority and to third parties in respect of any legal relationships in connection with the Contract during the entire term of performance thereof, as well as throughout the existence of any other obligations ensuing from the Public Contract.

10.10. 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 tender procedure that would otherwise disqualify the Contractor from the procedure, the Contractor shall notify the Contracting authority thereof in writing within 5 business days, and submit new documents or proof of compliance with the qualification requirements within 10 business days of the change notification served to the Contracting authority.

Pursuant to Section 88(2) of the Act, failure to meet this requirement constitutes a reason for immediate exclusion of the Contractor from the tender procedure.

10.11. Special methods of submitting proof of qualifications

- **Using an extract from a list of qualified Contractors**

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

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

- **Proof of compliance with the qualification requirements using a certificate**

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

10.12. Requirement to specify subcontractors

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

In their tender, the participant shall present a list of subcontractors along with

information on the parts of this Public Contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the financial amount dedicated to the Public Contract (Annex 2 to this TD).

If the participant does not want to subcontract any part of the Public Contract, it is obliged to submit an affidavit stating this as part of their tender (Annex 2 to this TD).

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

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

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

11. EVALUATION CRITERIA, METHOD OF EVALUATION

11.1. Evaluation Criteria

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

11.2. The 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.

11.3. 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	76%
B	Chip type offered - Thales Smart Tachograph G2V2 (version 2.2.1.N)	24%

11.3.1. 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 the Annex 2 to this TD**.

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.

11.3.2. Sub-criterion B: Chip type offered – “Thales Smart Tachograph G2V2 (version 2.2.1.N)”

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. 15.2 (a)** hereof, from which it will be evident whether the solution offered by the Contractor in its tender is identical to the “Thales Smart Tachograph G2V2 (version 2.2.1.N)” solution or not.

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

- The Contractor offering “Thales Smart Tachograph G2V2 (version 2.2.1.N)” shall be awarded by full number of points within this sub-criterion, that means **24 points**. This technical solution is preferred by the Contracting Authority.
- The Contractor not offering “Thales Smart Tachograph G2V2 (version 2.2.1.N)” 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 “Thales Smart Tachograph G2V2 (version 2.2.1.N)” 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 “Thales Smart Tachograph G2V2 (version 2.2.1.N)”, therefore it is less preferred.

11.4. 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 “Thales Smart Tachograph G2V2 (version 2.2.1.N)” (Subcriterion B). Should more than one tender be still the highest ranked, the winner will be decided by lot.

- 11.5.** 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 Participant is not required to submit the Draft Contract in its tender. The Draft Contract shall be completed prior to the conclusion of the contract with the selected supplier and the Contracting Authority. However, the Participant is required to submit a written affidavit in its tender that it fully and unconditionally accepts the Draft Contract and to provide the information required for the completion of the Draft Contract prior to its mutual signature in the scope of the Annex No. 2 of this TD (Tender cover sheet + Affidavits). The Contractor shall also submit Annexes No. 1b, 1d and 2 of the Draft Contract in its Tender.
- 12.3.** In case of a joint tender, the persons authorized to act on behalf of each participant will be listed in the Annex No. 2 ("Tender Cover Sheet + Affidavits") and the authorized signatory for signing the joint tender will be listed and a plain copy of this power of attorney will be included.

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://mfc.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: nadvornikova.petra@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 emphasizes that analogically in compliance with Section 211(9) of the Act, in communication by means of a **data box** a document shall be deemed **delivered now of its delivery to the data box of the addressee and in communication by means of an electronic instrument a document shall be deemed delivered at the moment of receipt of the data message at the electronic address of the addressee of the data message in the electronic instrument.**
- 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. 19.1 hereof. That would provide the Contracting Authority possibility to assess the reservation and choose the corresponding course of action (to refuse the suggestion or partially or completely 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. 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 and other components, 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:

a) **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. Description of offered technical solution must include among others:

- Chips datasheet and, if available, other documentation with detailed technical description of the Chips hardware part.
- Chips operating system datasheet and, if available, other documentation with technical specification of the operating system of the Chips.
- Information about Certification for offered Chips according to Article 17.9 of this TD.

Chip hardware and operating software specifications of the Chip Module are not defined by Contracting Authority. The Contractor may offer any suitable type of chip that meets the requirements of this TD.

Among others this document must demonstrate whether the solution offered by the Contractor in its tender is identical to the “Thales Smart Tachograph G2V2 (version 2.2.1.N)” solution or not (according to Art. 11.3 and 11.3.2 of this TD).

Description of offered technical solution, i.e. of the Chips, shall form Annex No. 1b of the Draft Contract.

b) **Special technical specification** - Contact Chip Module technical drawing (Annex No. 1d of the Draft Contract).

c) **Completed Annex No. 2 of the Draft Contract - Packing, storage conditions and conditions of use.** In the Annex No. 2 of the Draft Contract, the Contractor may provide with the specific information in the Paragraph 2 (Storage conditions) and is required to complete the specific information in the Paragraph 3 (Standard conditions of use).

15.3. Legal form

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

nominal value exceeds 10 % of the registered capital of the Contractor and indicating the source on which the information on the amount of the share of shareholders is based.

15.4. Conflict of Interests

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

The Contractor is obliged to submit an affidavit of this fact as part of its tender (Annex No. 2 of this TD).

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

Especially in connection with:

- Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's action destabilising the situation in Ukraine, pursuant to Council Regulation (EU) No. 2022/576 of 8 April 2022;
- and Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended, Council Regulation (EU) No. 208/2014 of 5 March 2014, concerning restrictive measures directed against certain persons, entities and bodies 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 its tender (Annex No. 2 of this TD).

16. VISIT TO THE PLACE OF PERFORMANCE

Due to the nature of the contract subject, the Contracting Authority will not conduct a visit to the place of performance.

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

17.1. Beneficial Owners

17.1.1. 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.

17.1.2. 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.

17.2. Reliability of domestic VAT payers

- 17.2.1.** 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 Tender Cover Sheet, 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.

- 17.2.2.** 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. 17.2.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

17.3. 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.

17.4. Insurance Contract

17.5. 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.

17.6. Security Audit

17.6.1. If the selected Contractor or any third entities through them the given qualification criterion has been proved according to the Art. 10 hereof submitted within its tender the written affidavit attached as Annex 2 hereof in accordance with the Art. 10.6.2 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.

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

17.6.3. **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.**

17.6.4. A Security audit does not need to be conducted if, within a period of 3 calendar years from the date of submission of the tender, respectively the expected signing of the final contract, an audit of the same scope (as per the same content of the standard) has been conducted at the Contractor or the relevant place of performance of the Public Contract, and at the same time, there has been no major change in the Contractor's security systems since the time of the audit, such as changes in the security system or any other changes in the security of the buildings or building alterations or modifications etc.

17.7. Authorisation for Handling of Confidential Information

17.7.1. 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.

17.7.2. 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")**.

17.8. 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. 10.6.5 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 3 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.

The sample set 1 testing will not be conducted if the selected Contractor is a contractor, who has provided to the Contracting Authority the same performance as is the subject matter of this Public Contract (Thales Smart Tachograph G2V2 (version 2.2.1.N) before the date the tender procedure is commenced.

17.9. Certification for offered Chips

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:

- Operating system - minimum EAL 5+
- On board applications – minimum EAL 5+
- Chip (Hardware part of the Chips) - minimum EAL 6+

18. TENDER SUBMISSION CONDITIONS

18.1. 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.

- 18.2.** 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, the Contracting Authority has the right to request the submission of a plain translation into 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.
- 18.3.** Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.
- 18.4.** All parts of the tender must be clearly legible. No part of the tender shall contain any corrections or overwriting that could mislead the Contracting Authority.

19. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

19.1. The deadline for the tender submission (incl. Qualification Samples) shall end on 30.10.2025 in 09:00 AM.

19.2. The Contractor shall prepare the tender **in electronic form excluding the Qualification Samples required in Art. 10.6.5 hereof, which shall be delivered in accordance with the Sec. 211(5)(c) of the Act separately, in a manner described below.**

19.3. Submitting tenders (excl. Qualification Samples) in electronic form:

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfc.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);

- an electronic signature based on a qualified certificate (for the electronic method of Contractor verification).

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

- **The process of registration including identity verification may take up to several days.**

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

19.4. 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, s. p., Růžová 943/6, Nové Město, 110 00 Praha 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 **“DO NOT OPEN / NEOTEVÍRAT: Supply of Contact Chip Modules for Production of Cards for Smart Tachographs // Dodávky kontaktních čipových modulů pro výrobu karet do digitálních tachografů.”** The Contractor's identification must be specified on the envelope/box

19.5. The Contracting Authority recommends using the following order:

- **Content of the tender**
- **Tender cover sheet + Affidavits (Annex 2 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **basic capacity (Annex 2 to this TD),**
 - **professional capacity,**
 - **technical qualification (within the scope defined in Article 10.6 of this TD),**
- **Description of technical solution, technical documentation according to the Article 15.2 of this TD,**
- **List of sub-contractors (Annex No. 2 to this TD)**

- 19.6. 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.
- 19.7. 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.

20. OPENING OF TENDERS IN ELECTRONIC FORMAT

- 20.1. The electronic tender opening process is a non-public event and will take place without undue delay after deadline for submission of tenders. 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 (3) of the Act.
- 20.2. 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 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: **Růžová 943/6, Nové Město, 110 00 Praha 1, 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.

21. OTHER PROVISIONS

- 21.1. The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 21.2. 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.
- 21.3. 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.

- 21.4.** 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.
- 21.5.** The tenders or individual parts of the tenders submitted by the Contractors or excluded Contractors shall not be returned.

22. ANNEXES

- Annex 1 – Draft Contract including annexes
- Annex 2 – Tender Cover Sheet + Affidavits
- Annex 3 - Sample SET 1 testing
- Annex 4 - Manual for obtaining documents regarding Basic Capacity

Prague, dated *as per the electronic signature*

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

FRAMEWORK AGREEMENT for the supply of contact chip modules FOR THE SMART TACHOGRAPH PROJECT

registered by the Buyer under No. 046/OS/2025

(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, 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
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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 Contracting Authority shall complete with the Participant's business name and further
identification details from the Tender]**

with its registered office at []
entered in the Commercial Register administered by []
Business ID: []
Tax Identification No.: []
Represented by: []
Bank details: []
Account number: []

(hereinafter the "Seller")

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

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Buyer: **Tomáš Hebelka, MSc**, Chief Executive Officer
On behalf of the Seller: **[the Contracting Authority shall complete with the data from the
Tender]**

Representatives authorized to negotiate in factual and technical matters:

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

Karel Kohout, Head of Biometric Service Department

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 Contracting Authority shall complete with the data from the
Tender]
e-mail: [], tel.: []

Representatives authorized to negotiate in security matters:

On behalf of the Buyer:

Mgr. Martin Baláž, Security Director
e-mail: Balaz.Martin@stc.cz
tel.: +420 236 031 219

On behalf of the Seller:

[the Contracting Authority shall complete with the data from the
Tender]
e-mail: [], tel.: []

I. INTRODUCTORY PROVISIONS

1. This Framework Agreement is concluded on the basis of the results of an over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "*Supply of Contact Chip Modules for Production of Cards for Smart Tachographs II Dodávky kontaktních čipových modulů pro výrobu karet do digitálních tachografů*" (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, 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 contact chip modules (hereinafter referred to as the "**Chip Modules**") in accordance with Technical specification stated in the Annex No. 1 to this Framework Agreement. The Buyer undertakes to dispose of the Chip Modules in accordance with Article IX Paragraph 11 hereof.
2. The Buyer undertakes to accept the Chip Modules, duly delivered as regards the required quantity, type and quality of the Chip Modules in accordance with the Technical specifications set out in Annex No.1 to this Framework Agreement, and pay for the Chip Modules the price specified under Article V hereof.

3. The Chip Modules 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, 1e and 1f, 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 the Tender Documentation. The Seller is obliged to notify the Buyer of 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 6 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 6 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 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 6 hereof.

Paragraph 7. – variant A

[Contracting Authority shall add the following paragraphs if the Participant **is not the current supplier** of the Contracting Authority **with the current product** according to the Purchase Agreement No. 189/2018 concluded on 1st February 2019, as amended]

7. The part of Technical specification containing classified information (Article II Paragraph 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 information as a part of Technical specification shall be established and registered by 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

[Contracting Authority shall add the following sentence and shall delete variant A and shall delete Annex No. 6 in the List of Annexes if the Participant **is the current supplier** of the Contracting Authority **with the current product** according to the Purchase Agreement No. 189/2018 concluded on 1st February 2019, as amended]

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.

Paragraph 9.,10.,11., 12. – variant A

[Contracting Authority shall add the following paragraphs if the Participant **is not the current supplier** of the Contracting Authority **with the current product** according to the Purchase Agreement No. 189/2018 concluded on 1st February 2019, as amended]

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. 1e 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. 1f to this Framework Agreement.
11. For the purposes of the sample SET 3 testing, the Seller is obliged to **deliver 500** Chip Modules within the term in accordance with the Time schedule and in accordance with Annex No. 1f 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.

Paragraph 9.,10., 11., 12. – variant B

[Contracting Authority shall delete variant A, i.e. the above stated paragraphs 9., 10., 11., 12., if the Participant **is the current supplier** of the Contracting Authority **with the current product** according to the Purchase Agreement No. 189/2018 concluded on 1st February 2019, as amended]

13. Upon the mutual agreement of both Contracting Parties, the Chip Modules can be migrated to the newer version of contact Chip Modules and operating system during the duration of this Framework Agreement. The price for such newer version of contact Chip Modules and operating system shall be as same or cheaper as the price for the originally requested version of Chip Modules and operating system.
14. All supplies of the Chip Modules 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 Chip Modules, including the quantity of the Chip Modules to be delivered;
 - c) other requirements for the Chip Modules;
 - 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 Contracting Authority shall complete with the data from the Tender].
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 Chip Modules 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. For the duration of this Framework Agreement, the Buyer undertakes to order at least the following quantity (annual minimal binding quantity):

in 2026	30 000 pieces of Chip Modules
in 2027	30 000 pieces of Chip Modules
in 2028	80 000 pieces of Chip Modules
in 2029	30 000 pieces of Chip Modules

2. In the case of the prolongation of the duration of this Framework Agreement according to the Article XIII paragraph 2 of this Framework Agreement the Buyer undertakes to order at least the following quantity (annual minimal binding quantity):

in 2030	30 000 pieces of Chip Modules
in 2031	30 000 pieces of Chip Modules
in 2032	30 000 pieces of Chip Modules
in 2033	80 000 pieces of Chip Modules

3. 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.
4. The Seller is obliged to deliver the Chip Modules to the Buyer no later than **10 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 Chip Modules within the period stipulated by the Buyer in such order.
5. Each partial delivery shall consist of the number of faultless Chip Modules according to the Buyer's orders with maximum tolerance of +/- 2% of pieces of faultless Chip Modules. Each partial delivery can additionally contain also defective Chip Modules which, however, shall be marked by punching.
6. Each delivery of the Chip Modules shall be accompanied with a Delivery Note, which shall be confirmed by both Parties upon handover and takeover of the Chip Modules, and shall be used as the Chip Modules 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.
7. The Buyer shall immediately send a single printout of the signed Delivery Note to the Seller at the following email address: **[the Contracting Authority shall complete with the data from the Tender]**.
 8. The Seller is obliged to deliver the Chip Modules to the Buyer's production plant at the address Růžová 943/6, Nové Město, 110 00 Prague 1, Czech Republic.
 9. Delivery of the Chip Modules according to this Framework Agreement shall be governed by the agreed delivery conditions INCOTERMS® 2020, DAP.
 10. 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 Chip Modules, name of the carrier. The Seller shall without undue delay notify the Buyer of any delay in the delivery of the Chip Modules in order for the latter to adapt to the situation.
 11. The Seller shall deliver the Chip Modules 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 Chip Modules following a previous agreement between the Seller and the Buyer's representative stated in the order.
 12. The Buyer is entitled to refuse to take over the Chip Modules if the Chip Modules have defects or are not supplied in the agreed type, quality, quantity, or time.
 13. The Buyer is obliged to take over to Chip Modules 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 Chip Modules.
 14. The Seller is not entitled to supply a larger quantity of Chip Modules than required by the Buyer in the relevant written order; in the event of supply of a larger quantity of Chip Modules, 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 Contracting Authority shall complete with the data from the Tender]**.
 15. The Seller undertakes to prepare all Chip Modules 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 Chip Modules as well as protect the Chip Modules against damage caused by mechanical and weather factors. Each consignment shall be duly marked with the name of the Chip Modules, identification of the manufacturer and indication of its mass.
 16. The Seller is required to take adequate transport measures to ensure that the Chip Modules are not stolen, damaged or misused while in transit.
 17. The Chip Modules 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.

18. 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.
19. Each supply of the Chip Modules must arrive with the following set of documents:
 - Delivery Note in 1 counterpart
20. The ownership title to the Chip Modules supplied on the basis of this Framework Agreement shall pass on the Buyer at the moment of takeover of the Chip Modules, i.e. at the moment the handover protocol for the Chip Modules (Delivery Note) is signed by the Buyer. The risk of damage to the Chip Modules shall pass to the Buyer at the same moment.

V. PRICE

1. The price for deliveries of Chip Modules 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 Module. The unit price for one piece of Chip Module is:

[the Contracting Authority shall complete with the data from the Tender] EUR / piece

[Contracting Authority shall add the following paragraph if the Participant is not the current supplier of the Contracting Authority with the current product according to the Purchase Agreement No. 189/2018 concluded on 1st February 2019, as amended]

2. The price for the delivery of Sample SET 3 (i.e. 500 Chip modules) for testing is:

[the Contracting Authority shall complete with the data from the Tender for delivery of 500 pieces of Chip Modules (= Sample SET 3) for testing - the price calculated for 1 piece of Chip 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 Chip Modules and the discharge of the Seller's obligations under DAP INCOTERMS 2020 (defined delivery terms, i.e. mainly including packaging, transport and delivery of the Chip Modules to the Buyer, etc.).
5. The Seller is entitled to increase the unit price stated in the Article V Paragraph 1 hereof according to the inflation rate, once a year from the date 1st April of the relevant year, at the earliest from 1st April 2027. For the purposes of this Framework Agreement, the inflation rate means the average inflation rate calculated on the basis of the Harmonised Indices of Consumer Price (HICP) - inflation rate, namely annual "European Union – 27 countries", published by the Eurostat published for calendar year before relevant year (hereinafter referred only as „Index“). The price increase is applicable only in case the Index is lower or equal to 2% in absolute terms. In case the Index for relevant period exceeds 2% threshold the price increase in that situation stands at 2%. Price increase above the 2% can only be done based on the mutual agreement between the Contracting Parties.

An increase of the unit price by the inflation rate pursuant to this Paragraph shall be reflected in this Framework Agreement in the form of an amendment to the Framework Agreement no later than 1st April of relevant calendar year. This increase of the unit price according to this Paragraph will be effective for the performance delivered on the basis of orders placed by the Buyer after taking effect of relevant amendment of this Framework Agreement. If the Seller decides to apply its entitlement to increase unit price by the inflation rate, the Seller shall deliver to the Buyer a notification of an increase of unit price by the inflation rate no later than 28th February of relevant

year and this Seller's notification shall contain details of the calculation of the inflation rate. If the Seller does not apply its entitlement to increase unit price by the inflation rate and does not deliver the notification to the Buyer in the term according to the previous sentence or if the notification does not contain details on the calculation of the inflation rate, the Buyer is not obliged to conclude the amendment.

VI. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the Chip Modules 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 Chip Modules (Art. V Para. 1 hereof) or of Sample SET 3 (Art. V Para 2 hereof) is established on the day of expedition of the Chip Modules or Sample SET 3. But the Buyer is not obligated to pay the tax document (invoice) before the day of delivery of the Chip Modules/ 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 Chip Modules/ 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 Chip Modules/ 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 Chip Modules 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 Chip Modules.
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 Chip Modules against design, manufacturing or material defects which prevent the Chip Modules from functioning in accordance with the Chip Modules' Technical specifications set out in Annex No. 1 to this Framework Agreement for a period of 6 years following the date of delivery. Termination of the Framework Agreement does not release the Seller from its warranty obligations of the Chip modules 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 Modules defects. In the case that it will be proved that the Chip Modules 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 Chip Modules.
3. In case the counter-analysis proves the Chip Module 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 Chip Modules.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 Chip Modules, 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 Chip Modules 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 Modules 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 Chip Modules have been found first after producing of a Smart Cards with Chip Module, and such defectiveness is confirmed upon the performance of a counter-analysis by the Seller which proves that the Chip Modules 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 Smart 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 1,02 EUR.
 - b) if the Smart 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 3,92 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 Module 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 Smart Card. Non-personalized Smart 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 Module must not be damaged.
6. It is expressly agreed between the Parties that such indemnity of the defected Chip Modules could not be requested by the Buyer in case that such defectiveness of Chip Modules is related to the industrial process of the production of the Smart Cards.
7. Standard conditions of use of the Smart Cards are defined in the Annex No. 2 of this Framework Agreement.

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.

IX. SPECIAL PROVISIONS, OTHER RIGHTS AND OBLIGATION OF PARTIES, LIMITATION OF LIABILITY

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 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.

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 within the performance of the subject matter of this Framework Agreement through the certificate "ISO 14298 Management of security printing processes" or "INTERGRAF 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 did not prove implementation of security processes to ensure the production security integrity within the performance of the subject matter of the Framework Agreement through the certificate "ISO 14298 Management of security printing processes" or "INTERGRAF 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 this 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 6 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 6 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 Chip Modules, which it acquires ownership under this Framework Agreement, for the sole purpose of their personalisation and embedding in the frame of the Smart Tachograph Project within the Czech Republic, while the Chip Modules under this Framework Agreement will always be part of the Buyer's product. The Buyer undertakes not to sell the Chip Modules, which it acquires ownership under this Framework Agreement, to third parties. The Buyer is entitled to sell to third parties only such Chip Modules that will be part of its products.

The Chip Modules to which the Buyer acquires ownership under this Framework Agreement may be used for projects outside the Czech Republic only on the basis of prior mutual agreement of the Contracting Parties in the form of an amendment to the Framework Agreement.
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 Chip Modules 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 Chip Modules. In the event that this is not possible on financially reasonable terms, Seller shall, at its discretion, either modify the Chip Modules in such a way that the property right is not in-fringed, or supply a Chip Modules that do not infringe the property right, or take the Chip Modules 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. The Seller declares that the Seller in the sense of:
 - a) Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b) Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and

- c) Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),
- is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
14. The Seller further declares that for purposes of performance of this Framework Agreement no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
15. The Seller declares 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.
16. The Seller declares , 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 15 point. a) or b) or c) of this Article whose capacities are being relied on within the meaning of the public procurement legislation.
17. If, during the validity and effectiveness of this Framework Agreement, the conditions specified in Paragraph 13 or 14 or 15 or 16 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.
18. 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 Chip Modules which will be certificated according to the previous sentence.
19. In the event that the Seller fails to fulfill any obligation specified in Article IX Paragraph 18 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 8 hereof.
20. In no event shall Seller's total cumulative liability resulting from the performance, bad performance or non-performance of its contractual obligations under this Framework Agreement, for whatever reason, exceed in aggregate the total sums of partial contracts which took effect during the last twelve (12) months preceding the application of the claim for damages by the Buyer (hereinafter referred to as the **"Seller's total cumulative liability"**). In the event of the application of the claim

under the previous sentence less than twelve (12) months after taking effect of first partial contract, the Contracting Parties stipulate that the Seller's total cumulative liability shall not exceed the amount of 160 000 EUR. For the avoidance of any doubt, the Contracting Parties state that Sample SET 3 is not considered an effective partial contract for the purposes of this Paragraph.

X. SANCTIONS

1. In the case of Seller's delay with the delivery of the Chip Modules 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 Chip Modules 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 Chip Modules 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 Chip Modules, for each started day of such delay, up to the maximum of 20 % of the price of the defective Chip Modules.
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 event of a breach of any of the obligations in Article IX Paragraph 13 or 14 or 15 or 16 hereof by the Seller, or if the statement in Article IX Paragraph 17 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.
6. 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.
7. Stipulating the contractual penalty is without prejudice of the right to compensation of any incurred harm to extent exceeding the amount of specific contractual penalties applied according to Paragraph 1, 2, 3, 4, 5 or 6 of this Article. For the avoidance of any doubt, the Contracting Parties state that the total cumulative extent of compensation of incurred harm pursuant to this Paragraph shall not exceed the Seller's total cumulative liability stated in Article IX Paragraph 20 hereof.
8. 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 Chip Modules 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 **4 years** from taking effect of the Framework Agreement, or until the maximum financial limit EUR 730 000 will be exhausted, whichever is the earlier.
3. The duration of this Framework Agreement under Paragraph 2 of this Article may be prolonged by the period by which the Buyer's contractual relationship with the client (Ministry of Transport) in Smart Tachograph Project is extended, but not more than by 4 years and the maximum financial limit agrees in paragraph 2 of this Article may be increased until the maximum financial limit EUR 1 460 000 will be exhausted, whichever is the earlier. The Parties agreed that the duration of this Framework Agreement under the previous sentence will be prolonged if the Buyer notifies in writing form its intention to prolong this Framework Agreement in accordance with this Paragraph. The notification according to the previous sentence must be delivered to the Seller no later than 6 months before the original termination of this Framework Agreement.
4. The extension as per the above paragraph 3 shall be subject to the continued availability of materials and technologies as per the applicable Technical specification. Where it is foreseeable

that materials or technologies may not or no longer be available, the Parties shall mutually amend the Technical specification accordingly, in accordance with section II paragraph 3 hereof. Any changes of the Technical Specifications shall be possible only by written amendment pursuant to Article XIV Paragraph 1 hereof and shall be in accordance with the PPA.

5. This Framework Agreement shall terminate
 - a) with the lapse of the period of time stated in the Paragraph 2 and 3 of this Article;
 - b) upon the exhaustion of the maximum financial limit stated in paragraph 2 and 3 of this Article;
 - c) by written agreement of the Parties;
 - d) by written notice of termination by either Party according to Paragraph 7 of this Article;
 - e) 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.
6. 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 Chip Modules pursuant to Article II Paragraph 1 and 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 Chip Modules 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 or 16 or 17 of this Framework Agreement;
 - o) breach of obligation under Article IX Paragraph 18 hereof.
7. 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 6 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 Chip Modules 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.
8. The Buyer is entitled to withdraw from this Framework Agreement in the case of the termination of the Buyer's contractual relationship with the client (Ministry of Transport) in Smart Tachograph Project for any reason.
9. 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.
10. The Parties are entitled to terminate this Framework Agreement at any time, without stating any reason. The notice period shall be 6months 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.
11. 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, except in the event of changes in the authorised representatives or contacts listed in the Framework Agreement, which may be addressed by means of an official letter, and in other cases as provided in this Framework Agreement.
- 2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
- 3. The 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 5 point e) and Article XIII Paragraph 8 hereof and right to withdraw from partial contract pursuant to Article XIII Paragraph 7 point b) and Article XIII Paragraph 8 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.
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 electronic form, with both Contracting Parties receiving its electronic original with qualified electronic signatures of the responsible person and with a qualified electronic time stamp in accordance with REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Act No. 297/2016 Sb., on trust-creating services for electronic transactions, as amended later regulations. In the event that this Contract is not drawn up in electronic form for any reason, it will be drawn up and signed in two copies, with each of the Contracting Parties receiving 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 shall submit its special technical specification - Description of the offered solution, in which the subject is specified more precisely; the detailed requirements are set out in the Art. 15.2 letter a) of the Tender Documentation]
- part No. 1c: 8-PN_Drawing
- part No. 1d: Special technical specification - Contact Chip Module technical drawing [the Participant shall submit its special technical specification – Drawing; the detailed requirements for this drawing are set out in the Art. 15.2 letter b) of the Tender Documentation]

- part No. 1e: Key ceremony (non-classified part)
- part No. 1f: Acceptance procedure
- Annex No. 2: Packing, storage conditions and conditions of use [the Participant shall submit completed Annex No. 2 according to the requirements set out in the Art. 15.2 letter c) of the Tender Documentation]

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 the Buyer:

In Prague, on

For the Seller:

In  On

Tomáš Hebelka, MSc
Chief Executive Officer
Státní tiskárna cenin, s. p.

[the Contracting Authority shall
complete with the data from the Tender]

Technical specification of the Chip Module

General technical specification

Chip Module must be compliant with the Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 and Commission implementing Regulation (EU) 2021/1228, implementing Regulation (EU) No 165/2014 of the European Parliament and of the Council laying down the requirements for construction, testing, installation, operation and repair of tachographs and their components.

Chip Module supported configurations:

- Driver card
- Workshop card
- Control card
- Company card

Chip module basic specification

- Contact chip module
- Communication interface:
 - Fully compliant to contact ISO/IEC 7816-3
 - T=0 and T=1 protocols supported
 - Support of Extended Length APDU in T=1
- Chip module size/punching size:
 - 11.8 mm x 13 mm, R=2,2mm for 8 contacts modulesBuyer accepts both size options.
 - • Maximum module thickness: 580 µm
 - • Maximum Tape thickness: 180 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: o width of the inner surface of the reel for winding the belt 35-40 mm
 - o fixing hub diameter: Ø 13 mm or 76.5 mm
 - o winding hub diameter: Ø 150 mm -180 mm
 - o Quantity: 6 000 - 11 000 micromodules per reel
- o defective chips pierced by a 2 mm punch in a defined position

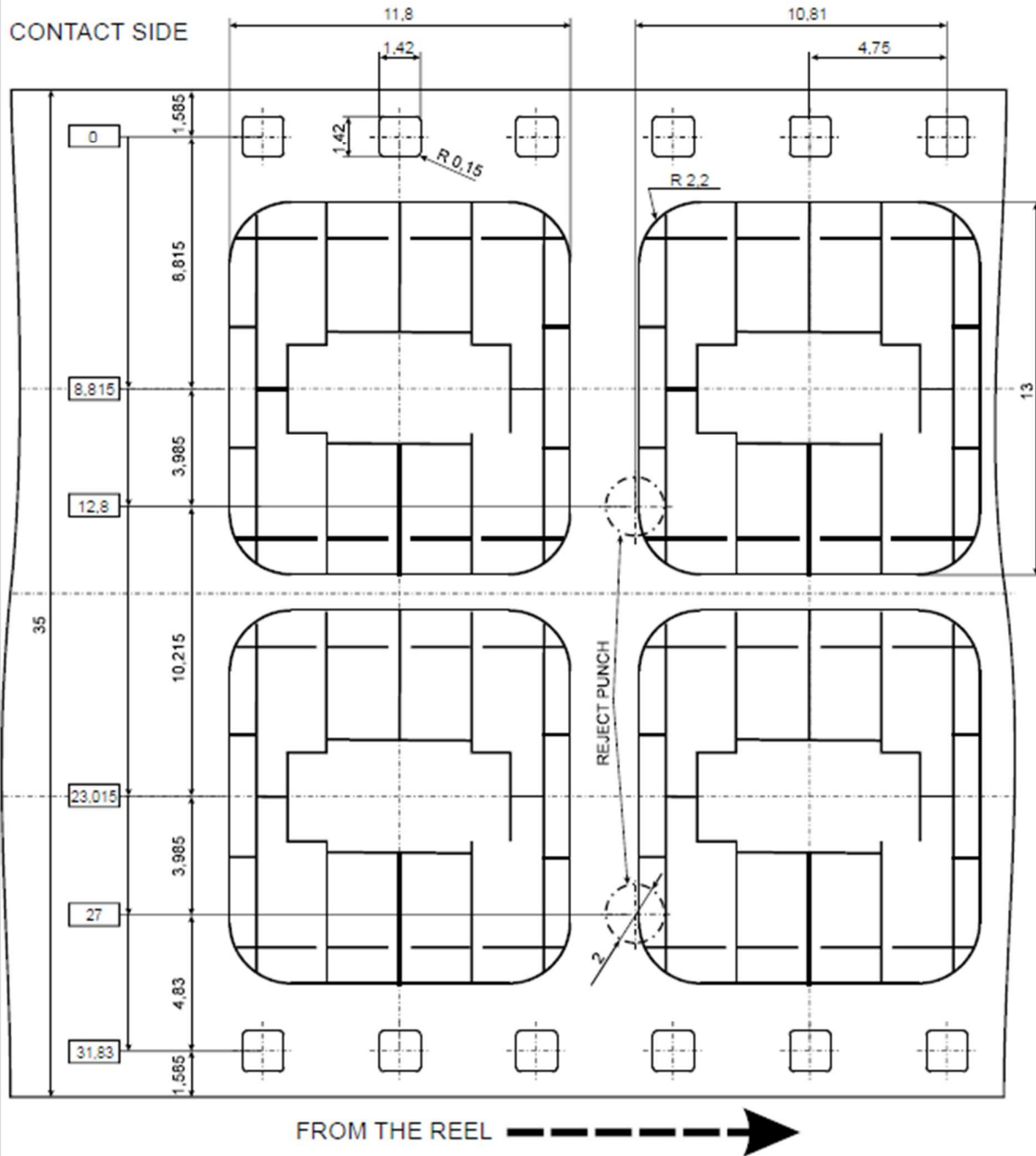
Total yield per reel

Typical:> 98%

Maximum amount of all defects marked positions will not exceed 10%

Consecutive defects <10 positions each track Splices <10 per 10 meters

Explanatory comment: The contracting authority requires full compatibility with the technology of the Mühlbauer CML 3420, Mühlbauer CMI 5001 and Mühlbauer CMI 200 - contact chip insertion (milling and glue tape lamination) machines.



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 (MOT)	Issuer of ED is Ministry of Transport.
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 into 3 parts that are distributed and shipped in different dates to ERP producer in following way:

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

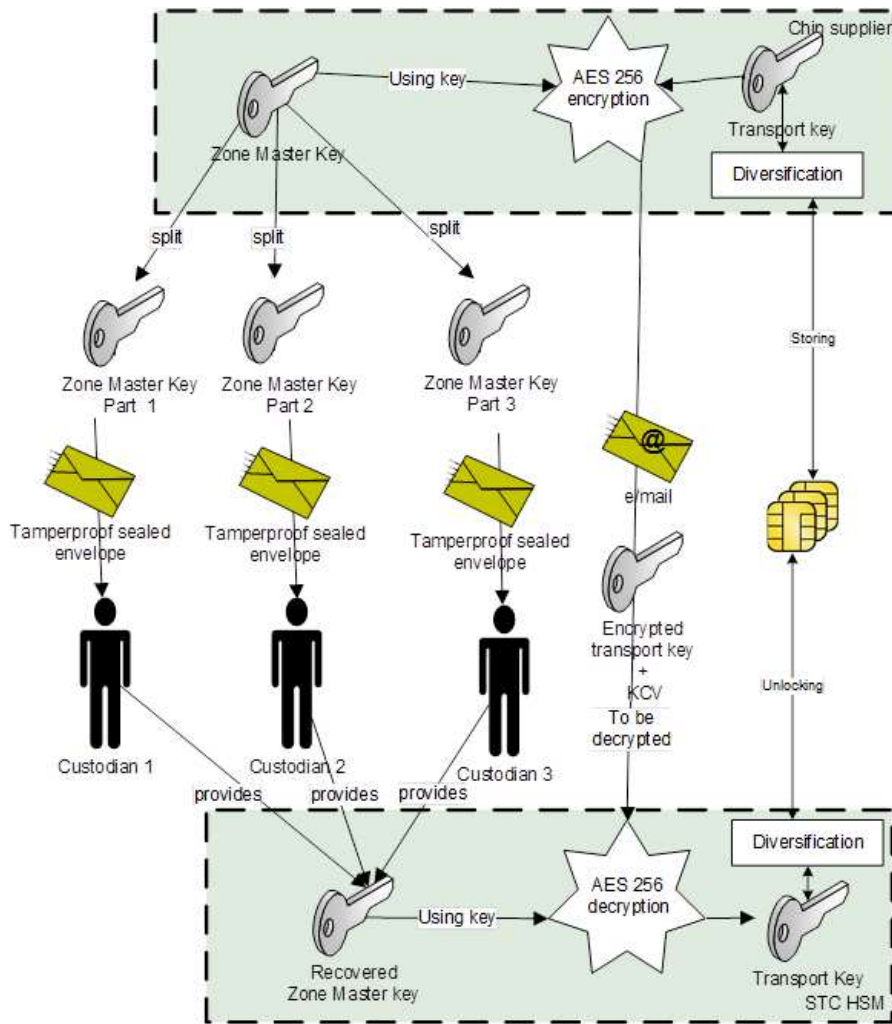


Figure 1 Key ceremony process

ACCEPTANCE PROCEDURE OF 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. 1e to the Framework Agreement and with the classified part of Technical specification (Article II paragraph 7 hereof).

Testing scenarios:

Test case	Description	Passed/Failed
Personalization scenario 1	Successful authentication into the chip using specific customer diversified transport key	
Personalization scenario 2	Personalization of Driver card profile	
Personalization scenario 3	Personalization of Workshop card profile	
Personalization scenario 4	Personalization of Control card profile	
Personalization scenario 4	Personalization of Company card profile	
ATR	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.1	
T=0	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.2	
PTS	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.3	
T=1	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.4	
File structure	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 6.1	
Normal processing	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.1	
Error messages	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.2	
Cypher suite and standardized domain parameters	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.3	

ACCEPTANCE PROCEDURE OF SAMPLE SET 3 TESTING

Prerequisites:

- 500 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.**

Testing scenarios:

Test case	Description	Passed/Failed
Production scenario 1	Embedding of contact chip modules into the ID1 plastic card	
Mechanical test - Bending	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 2.3	
Mechanical test - Torsion	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 2.3	
Module – Surface profile	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 3.1	
Module – Dimensions	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 3.1	
Modul - Mechanical strenght	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 3.1	
Modul – Electrical resistance (of contact)	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 3.1	
Chip – climatic testing	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 4.1	

Packaging and storage conditions

1. Packaging

- The modules must be wound 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 + number of good modules
 - Date of production/expedition

2. Storage conditions

- Buyer's standard storage conditions:

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

[the Contractor may complete with the data - may specify special storage conditions if it is necessary]

3. Standard conditions of use

[the Contractor shall complete with the data]

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, s. p., 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 INTERGRAF 15374, and must be interpreted in accordance with ISO 14298 and INTERGRAF 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 INTERGRAF 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> <ul 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 • risk mitigation • risk management (resp. its mitigation) • risk monitoring and review <p><u>Manner of fulfilling in case of physical audit:</u></p> <p>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></p> <p>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>

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

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

No	Requirement	Further description on manner of fulfilling the requirement
		<p><u>Manner of fulfilling in case of remote audit:</u> Submission of specific written documentation containing the 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>
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 this document must meet the following minimum requirements:</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<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: IDS (Intrusion Detection System), FS (Fire System), CCTV, ACS (Access Control System)</p>	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to provide and equip the Contractor's production and storage facilities with defined security systems (IDS, FS, CCTV, ACS) with connection to the monitoring center (internal or external), while the following minimum requirements must be met:</p> <ul style="list-style-type: none"> - CCTV must be recorded and must monitor the entire production area and perimeter without blind spots. - ACS must be installed at least at all entrances to the production premises. - IDS must fully cover at least all production premises, production preparation and storaget premises. - FS is not mandatory if this fact is stated in the "Fire safety solution" or a similar document. <p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the</p>

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

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

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

No	Requirement	Further description on manner of fulfilling the requirement
		including documentation of min. 1 sample in the sense of proving the implementation of the given principles meeting the above requirements in the form of remote access or display on a shared screen.
12	The Contractor has its own employees to ensure the production and storage of security products, or agency employees who meet other conditions	<p><u>Minimum level to fulfil the requirement:</u> The Contractor is obliged to ensure the production and storage of security products by its own employees or by an agency staff. If they use agency staff, they must have a signed confidentiality agreement (to the minimum extent of point 03 of this document), both with their own staffing agency and with the Contractor. At the same time, there must be a confidentiality agreement (to the minimum extent of point 03 of this document) between the Contractor and the recruitment agency. 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	Seller	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	Buyer	Buyer approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Smart tachograph cards.	N/A
#3	Contract signature	T2 = T1 + 2W	Buyer, Seller		N/A
#4	Publication of the contract in the Register of contracts (= taking effect of the contract)	T3 = T2 + 1D	Buyer		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 with the current product according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended; and the Contracting Authority also will adjust the numbering of the following points]	T4 = T3 + 5W	Seller	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 with the current product according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended; and the Contracting Authority also will adjust the numbering of the following points]	T5 = T4 + 2W	Client	Buyer provides the classified information “Implementation of the key ceremony” to the Seller.	N/A
#7	Testing Key Ceremony processing [Contracting Authority will delete this point #7 if the winning Participant is	T6 = T5 + 2W	Seller, Buyer	Seller generates testing ZMK and MTK in accordance with classified specification and delivers to the Buyer.	Yes

	the current supplier of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points			Buyer imports both testing ZMK and MTK into the testing personalization environment.	
#8	Chip initialization + Key diversification implementation Contracting Authority will delete this point #8 if the winning Participant is the current supplier of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	T7 = T6 + 5W	Buyer	Seller implements chip initialization scripts based on classified information (Key ceremony) and other Buyer's requirements	YES
#9	Sample SET 2 - delivery Contracting Authority will delete this point #8 if the winning Participant is the current supplier of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	T8 = T7 + 2W	Seller	40pcs of white ID1 testing cards, specific initialization according to requirements of the Buyer, testing diversified transport key, testing key ceremony implemented, chip configuration upon request of Buyer. Documentation for personalization	YES
#10	Sample SET 2 - approval Contracting Authority will delete this point #8 if the winning Participant is the current supplier of the Contracting Authority according to Purchase	T9 = T8 + 2W	Buyer	Buyer approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Smart tachograph cards	NO

	Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points				
#11	Productive Key Ceremony processing Contracting Authority will delete this point #8 if the winning Participant <u>is the current supplier</u> of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	T10 = T9 + 2W	Seller, Buyer	Seller generates productive ZMK and MTK in accordance with classified specification and delivers to the Buyer. Buyer imports both productive ZMK and MTK into the testing personalization environment.	NO
#12	Sample SET 3 delivery Contracting Authority will delete this point #8 if the winning Participant <u>is the current supplier</u> of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	T11 = T10 + 3W	Seller	500 modules on reel, specific initialization according to requirements of the Buyer, testing diversified transport key, testing key ceremony implemented, chip configuration upon request of Buyer. Documentation for personalization	YES
#13	Sample SET 3 approval Contracting Authority will delete this point #8 if the winning Participant <u>is the current supplier</u> of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the	T12 = T11 + 3W	Buyer	Buyer approves the correctness of the smart card production process, specifically embedding of contact chip module into the ID1 plastic card. Also the Buyer approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Smart tachograph cards	NO

	current product according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points				
#14	Productive approval test cards - delivery Contracting Authority will delete this point #8 if the winning Participant <u>is the current supplier</u> of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the <u>current product</u> according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	$T13 = T12 + 2W$	Seller	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 Contracting Authority will delete this point #8 if the winning Participant <u>is the current supplier</u> of the Contracting Authority according to Purchase Agreement No. 186/2018 concluded on 1 st February 2019, as amended, and this Participant supplies the <u>current product</u> according to the Purchase Contract mentioned; the Contracting Authority also will adjust the numbering of the following points	$T14 = T13 + 2W$	Buyer	Buyer approves the correctness of the smart card production process, specifically embedding of contact chip module into the ID1 plastic card. Also the Buyer approves, according to Sample set acceptance procedure, that the samples can be electrically fully personalized, in order to achieve the full electronical functionality of Smart tachograph cards in live environment.	NO
#16	First partial delivery for mass production	$T15 = T14 + 16W$	Seller	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 for Production of Cards for Smart Tachographs // <i>Dodávky kontaktních čipových modulů pro výrobu karet do digitálních tachografů</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. Petra Nádvorníková
E-mail:	nadvornikova.petra@stc.cz
Contractor	
Name:	[to be filled]
Registered office:	[to be filled]
Correspondence address:	[to be filled]
Company Reg. No., Tax Reg. No.:	[to be filled]
Tel.:	[to be filled]
E-mail:	[to be filled]
Person competent to act on behalf of the Contractor:	[to be filled]
Contact person:	[to be filled]
Tel.:	[to be filled]
E-mail:	[to be filled]
Small or medium-sized enterprise	YES / NO

1) AFFIDAVIT ON COMPLIANCE WITH THE 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 and/or 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.

2) LIST OF SIGNIFICANT SUPPLIES

In accordance with the contracting authority's requirement stated in Article 10.6.1 of the Tender Documentation, I shall list the significant supplies provided in the last 3 years prior to the commencement of the tender procedure:

1. Significant Supply	
Name of the contractor who provided the performance:	[to be filled]
Name of the client the contract was performed for:	[to be filled]
Period of performance (in details of months):	[to be filled]
Scope of performance (subject):	[to be filled]
Volume of supply (number of chip pieces)	[to be filled]
Approval Number of the Type Approval certificate (or a plain copy of the certificate may be included in the Tender)	[to be filled]
Client's contact person with whom the information may be verified (name, business telephone number and email):	[to be filled]

2. Significant Supply	
Name of the contractor who provided the performance:	[to be filled]
Name of the client the contract was performed for:	[to be filled]
Period of performance (in details of months):	[to be filled]
Scope of performance (subject):	[to be filled]
Volume of supply (number of chip pieces)	[to be filled]
Approval Number of the Type Approval certificate (or a plain copy of the certificate may be included in the Tender)	[to be filled]
Client's contact person with whom the information may be verified (name, business telephone number and email):	[to be filled]

3) LIST OF SUBCONTRACTORS

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.

Subcontractor [to be filled]
with their registered office at: [to be filled]
represented by: [to be filled]
Reg. No.: [to be filled]

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

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

(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*

**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.*

4) AFFIDAVIT ON CONFLICT OF INTERESTS

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 interests³, 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) AFFIDAVIT ON APPLIED SANCTIONS

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

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"),

³ Please find the English version of the Act under this link: [ACT No. 134/2016 Coll. on Public Procurement](#). Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

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.

6) AFFIDAVIT ON SECURITY REQUIREMENTS

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. 10.6.2. 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 contract⁴ in the minimal level of the “ISO 14298 Management of security printing processes” or “INTERGRAF 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 arise from requirements of ISO 14298 and INTERGRAF 15374 and shall be interpreted in the meaning of ISO 14298 and INTERGRAF 15374.**

⁴ 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.

7) AFFIDAVIT OF ACCEPTANCE OF THE DRAFT CONTRACT

As a person authorized to act in the name of or for the Contractor, hereby declare that the Participant fully and unconditionally accepts the Draft Contract. **The Participant acknowledges that if he is the selected supplier in this public contract, he will conclude a contract with the Contracting Authority in this wording.**

Data to complete the Draft Contract:	
Contract number (optional):	[to be filled]
Bank details:	[to be filled]
Bank account number:	[to be filled]
IBAN:	[to be filled]
SWIFT:	[to be filled]
Representatives authorized to negotiate in economic matters (names):	[to be filled]
Representatives authorized to negotiate in economic matters (e-mail addresses):	[to be filled]
Representatives authorized to negotiate in economic matters (telephone contacts):	[to be filled]
Representatives authorized to negotiate in factual and technical matters (names):	[to be filled]
Representatives authorized to negotiate in factual and technical matters (e-mail addresses):	[to be filled]
Representatives authorized to negotiate in factual and technical matters (telephone contacts):	[to be filled]
Representatives authorized to negotiate in security matters (names):	[to be filled]
Representatives authorized to negotiate in security matters (e-mail addresses):	[to be filled]
Representatives authorized to negotiate in security matters (telephone contacts):	[to be filled]
Contractor's E-mail address for sending orders, according to Sec. III (2) of the Draft Contract:	[to be filled]

Contractor's E-mail address for sending the signed Delivery Note, according to Sec. IV (7) of the Draft Contract:	[to be filled]
Contractor's E-mail address for sending the acceptance of the surplus according to Sec. IV (14) of the Draft Contract:	[to be filled]
The unit price for one piece of Chip Module according to Sec. V (1) of the Draft Contract⁵:	[to be filled]
The price for the delivery of Sample SET 3 (i.e. 500 Chip modules) for testing according to Sec. V (2) of the Draft Contract:	[to be filled]
The person(s) who will sign the Draft Contract, if is different from the person named on the first page of this Tender Cover Sheet, including the indication of the function from which the person is signing the Draft Contract:	[to be filled]

⁵ In accordance with Article 7.1 of the Tender Documentation, **the Contracting Authority states that the maximum tender price for 1 piece of Chip is 1.98 EUR excl. VAT.**

ACCEPTANCE PROCEDURE OF SAMPLE SET 1 TESTING

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.
- Further details are provided in Articles 10.6.5 and 17.8 of the Tender Documentation.

The main goal of acceptance testing is to confirm that the samples can be electrically fully personalized, in order to achieve full electronic functionality according to the Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 and Commission implementing Regulation (EU) 2021/1228, implementing Regulation (EU) No 165/2014 of the European Parliament and of the Council laying down the requirements for construction, testing, installation, operation and repair of tachographs and their components.

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

Testing scenarios:

Test case	Description	Passed/Failed
Personalization scenario 1	Successful authentication into the chip using generic transport key	
Personalization scenario 2	Personalization of Driver card profile	
Personalization scenario 3	Personalization of Workshop card profile	
Personalization scenario 4	Personalization of Control card profile	
Personalization scenario 4	Personalization of Company card profile	
ATR	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.1	
T=0	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.2	
PTS	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.3	
T=1	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 5.4	
File structure	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 6.1	
Normal processing	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.1	
Error messages	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.2	
Cypher suite and standardized domain parameters	Annex 1C of appendix 9 of Commission implementing Regulation (EU) 2016/799 – section 7.3	

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

The 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.

MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

The selected supplier (i.e. the winner of the tender procedure) shall submit before the contract conclusion certain qualification documents.

The Contracting Authority shall accept the simple copies of such documents, no electronic originals, or authorized versions converted from paper originals to electronic originals by a state authority, are obligatory needed any more, i.e. only scanned copies are newly allowed.

Regarding the basic capacity the following documents shall be submitted 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 they 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 Act⁶: 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/

⁶ 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.

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 an administrative fee of at least 100 CZK shall be paid.

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

Documents in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

(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 requirements/documents shall be proved obligatory:

(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 below 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 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 be sent 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 tender, they will have the quality of electronic original.

In the 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 tender, 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: +420 224 041 111

Email: podatelna2001@fs.mfcr.cz

Note that an 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: +420 283 104 111

Email: posta.xa@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 the locally competent Tax Authorities and Social Security Office.

Documents in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

(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

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

Document in relation to the country of the registered office which is abroad (not Czech Republic) must be obtained according to the rules of the specific country of residence.

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, s.p.**, se sídlem Růžová 943/6, Nové Město, 110 00 Praha 1, 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:

E-mail: []

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, s.p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, 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:

E-mail: _____
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, s.p.**, se sídlem Růžová 943/6, Nové Město, 110 00 Praha 1, 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”], 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, s.p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic (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:

E-mail: _____

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”