

# STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, House No. 943, Postal Code 110 00  
registered in the Commercial Register administered by the Municipal Court in Prague,  
section ALX, file 296

Represented by  
**Tomáš Hebelka, MSc,**  
Chief Executive Officer

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## TENDER DOCUMENTATION

(hereinafter "TD")

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

### Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)

(hereinafter "Public Contract")

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

## 1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority:	<b>STÁTNÍ TISKÁRNA CENIN, státní podnik</b>
Registered office:	Prague 1, Růžová 6, House No. 943, Postal Code 110 00, Czech Republic
Business ID:	00001279
Statutory body:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Šenoldová
E-mail:	<a href="mailto:senoldova.zuzana@stc.cz">senoldova.zuzana@stc.cz</a>
Data box identifier:	hqe39ah
Contracting Authority's profile / electronic instrument:	<a href="https://mfcr.ezak.cz/profile_display_53.html">https://mfcr.ezak.cz/profile_display_53.html</a>

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

**The Contracting Authority is a holder of the ISO 14298 (Management of security printing processes) certification.**

## 2. COMMENCEMENT OF THE TENDER PROCEDURE

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

## 3. SUBJECT OF THE PUBLIC PROCUREMENT

**3.1** The subject of this public contract is the Contractor's obligation:

- a) to create an origination (production of a MasterHologram) of diffractive security feature for eID card, including creation of diffractive security feature design according to requirements specified in the Technical Specification – the Annex 1 to the Draft Contract which forms Annex 1 hereof (hereinafter referred to as the “production of DOVID design and MasterHologram”);
- b) to grant exclusive license covering the design of the diffractive security feature and an exclusive license covering the MasterHologram and its copies for the use of the Sheets for the manufacture of eID card within the extent specified in Article VIII to the Draft Contract which forms Annex 1 hereof (hereinafter referred to as the “DOVID licences”);
- c) to produce and deliver a Diffractive optical variable image device (DOVID) applied on a Sheet of polycarbonate foil for eID card to the Client, including its testing version according to the technical specification contained in the Technical Specification - the Annex 1 to the Draft Contract which forms Annex 1 hereof (hereinafter referred to as the “Sheets”);
- d) to enable to acquire the ownership title to the supplied Sheets to the Client.

- 3.2** Used terminology is explained in the Draft Contract, which forms Annex 1 hereof (hereinafter referred to as the “**Draft Contract**”).
- 3.3** A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of this public contract is in the Draft Contract and is binding for Contractors in a full extent.
- 3.4** **The Contracting Authority notifies that a preliminary quantity of purchased pieces of DOVID is 1 200 000 per a calendar year.**
- 3.5** In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.

**3.6 Wider societal interests:**

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

**3.7 Classification of the subject of the Public Contract**

CPV code	Subject of the Public Contract
22000000-0	Printed matter and related products
22450000-9	Security-type printed matter

**4. ESTIMATED VALUE OF THE PUBLIC CONTRACT**

The estimated value of this Public Contract is **2 342 000 EUR excl. VAT**

**5. REQUIREMENTS FOR VARIANT SOLUTIONS**

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

**6. REQUIREMENTS FOR THE SINGLE FORM OF PRESENTING THE TENDER PRICE**

- 6.1** The Contractor shall determine in its tender the tender price **in EUR** in the **Art. V (1) of the Draft Contract** in a structure as required in the Draft Contract (hereinafter referred to as the “**tender price**”).
- 6.2** The tender prices stated in the **Art. V (1) of the Draft Contract** shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.
- 6.3** The Contracting Authority requests that the Contractors to stipulate their tender prices with a precision of two decimal places.

- 6.4** The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 6.5** The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; the Contracting Authority does not permit a zero price.
- 6.6** The Contractor is responsible for the correctness of a prospective VAT rate and size determination during the performance of the Public Contract, as well as any other fees and taxes, in accordance with regulations in force.

## **7. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT**

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

- **Production Plant III – Na Vápence 14, House No. 915, Postal Code 130 00 Prague 3, Czech Republic, whereas due to operational reasons on the Client’s side at latest from April 2023 the place of performance shall be changed to Production Plant I – Růžová 6, House No. 943, Postal Code 110 00 Prague 1, Czech Republic**  
**or**
- **Václav Havel Airport in Prague, Czech Republic, customs warehouse**

## **8. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT**

**8.1** Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in September 2021.**

**8.2** Period of performance of the Public Contract:

- **binding time limits are determined in the Art. IV of the Draft Contract**
- **further terms are stipulated in the Annex 2 of the Draft Contract**
- **term of the Draft Contract is determined in the Art. XIV of the Draft Contract**

**8.3** Reasoning for stipulating the duration of the Draft Contract exceeding 4 years:

- The Contracting Authority has stipulated the duration of Draft Contract until the 31.12. 2026, since the reason of awarding this Public Contract is to ensure a performance based on the contract between the Contracting Authority and the Ministry of Interior of the Czech Republic, which was concluded until 31. 12. 2025, but with an option for extension, whereas the Contracting Authority is obligated to ensure the Ministry of Interior continuous deliveries even after this term.
- Given the status of the STÁTNÍ TISKÁRNA CENIN, státní podnik as a public contracting authority and needed time of administration of a public contract and the fact that there is required as part of the performance of the Public Contract not only a provision of the DOVIDs but the works on the graphic design and creation of MasterHologram as well, it is crucial and necessary for the Contracting Authority to select a Contractor for a performance overlapping the duration the

contract with the Ministry of Interior of the Czech Republic in order to ensure a continuous deliveries of eID's as the most important identification card in the Czech Republic without any outages.

## 9. QUALIFICATION REQUIREMENTS

### 9.1 Compliance with the qualification requirements

- a) The Contractor is required to prove its qualifications at the latest by the tender submission deadline.
- b) The qualification requirements are deemed to be met by a Contractor that demonstrates compliance with:
  - the basic capacity within the meaning of Section 74 and Section 75 of the Act,
  - the professional capacity according to Section 77 of the Act,
  - the technical qualification requirement according to Section 79 of the Act.

**In accordance with the provision of Section 86(2) of the Act, for purpose of tender submitting, the Contractor may substitute the submission of the documents regarding the basic capacity in pursuant to Sec. 74 of the Act with a statutory declaration. The Contractor may use the sample affidavit stated in Annex 3a to this TD (Affidavit on Compliance with the Basic Capacity).**

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

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

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

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

### 9.2 Basic Capacity

**9.2.1** A Contractor shall not be considered qualified if:

- a) **In the country of their registered seat**, they have been convicted of the criminal offence specified in Annex 3 to the Act or an equivalent

criminal offence under the legal system of the country of their registered seat during the last 5 years before the date on which the tender is commenced; any quashed convictions shall be disregarded; for legal entities, this requirement shall be met by both the legal entity and each and every member of the statutory body. If a member of the statutory body of the Contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor, must comply with this requirement.

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

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

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

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

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

- a) an extract from the Criminal Register regarding the 9.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 9.2.1 (b) of this TD,

- d) a written sworn statement regarding the 9.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 9.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the Contractor is not recorded in the registry, regarding the 9.2.1 (e) of this TD.

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

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

- a) a certificate issued by the competent Czech tax authority regarding the 9.2.1 (b) of this TD,
- b) a written sworn statement on excise tax regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement regarding the 9.2.1 (c) of this TD,
- d) certificate issued by the applicable Czech Social Security Administration regarding the 9.2.1 (d) of this TD.

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

- a) the 9.2.1 (a) of this TD,
- b) the 9.2.1 (b) of this TD,
- c) the 9.2.1 (c) of this TD,
- d) the 9.2.1 (d) of this TD,
- e) the 8.2.1 (e) of this TD; whereas

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

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

## **9.3 Professional Qualification**

- 9.3.1** The professional qualification compliance in accordance with the provisions of **Section 77(1) of the Act** shall be proven by the Contractor submitting **a plain copy of an excerpt from the Commercial Register or similar**

**records**, if registration in such records is required by a different legal regulation.

## 9.4 Technical Qualification

### 9.4.1 Major Supplies

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

- **As a major supply** the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this Public Contract, that means, **a supply of diffractive optically variable image devices (DOVID) applied on a sheet of polycarbonate foil, used for a significant national identification document (passport, national identity card, driving licence or resident permit), in the minimum total amount of at least 1 500 000 pcs of DOVIDs during the last three years before the commencement of the tender procedure.**
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered both major supplies to one client or different clients.
- In order to meet the minimum level of this technical qualification, it is not decisive whether the Contractor delivered one major supply based one or more contracts/orders in the case it was delivered to the same client and in line with the scope stipulated above.

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

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

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



#### 9.4.2 Security process with respect to management of security printing processes

##### **Minimal level for the qualification fulfilment proving:**

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

In accordance with the provision under Section 79(2)(e) of the Act, the Contractor shall prove, that it has implemented security processes to ensure **the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract<sup>2</sup> (i.e. including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design (as defined in the Draft Contract))** in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively **requirements 1-12 stated in the Annex no. 7 of the Draft Contract**, whereas all the requirements stated there are based on the requirements of ISO 14298 and CWA 15374 and must be interpreted in accordance with ISO 14298 and CWA 15374.

##### **Manner of fulfilling:**

- by submitting a valid certificate of conformity of management of security printing with requirements of “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, issued by an person accredited by INTERGRAF a.i.s.b.l., or by submitting a confirmation of the given certifying authority on a successful certification and preparation of new certificate issuance,

or

- by submitting a written affidavit of the Contractor attached as Annex 3c hereof, whereas the Contractor **shall be obliged to state that it fulfils all requirements.**

#### 9.4.3 Technical requirements with respect to production quality management

##### **Minimal level for the qualification fulfilment proving:**

In accordance with the provision under Section 79(2)(e) of the Act, the Contractor shall prove, that it fulfils the technical requirements for performance of the subject matter of the Public Contract with respect to

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<sup>2</sup> 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.

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.

**9.5 Demonstrating qualification requirements obtained abroad**

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

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

**9.6 Submitting proof of compliance with the qualification requirement through another entity**

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

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

- a) documentary proof of compliance with the professional qualification requirement pursuant to Section 77(1) of the Act through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,
- c) documentary proof of compliance by (that) other entity with the full basic qualification requirement pursuant to Section 74(1) of the Act,
- d) written undertaking by the other entity to provide the services and supplies required for the performance of the Public Contract or to provide any items or

rights at the disposal of the Contractor when the latter performs the Contract, at least within the scope the other entity has proved compliance with the qualification requirements on behalf of the Contractor.

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

#### **9.7 Proving compliance with the qualification requirements for joint tenders**

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

Where the subject of the Public Contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, they shall submit to the Contracting Authority, along with the means of proof showing their compliance with the qualification requirements, an agreement containing the undertaking of all of the Contractors to be jointly and severally liable to the Contracting Authority and to third parties in respect of any legal relationships in connection with the Contract during the entire term of performance thereof, as well as throughout the existence of any other obligations ensuing from the Public Contract.

#### **9.8 Changes in qualifications**

If, following the submission of the documents or proof of compliance with the qualification requirements, such a change occurs in the Contractor's qualification during the procurement procedure that would otherwise disqualify the Contractor from the procedure, the Contractor shall notify the Contracting authority thereof in writing within 5 business days, and submit new documents or proof of compliance with the qualification requirements within 10 business days of the change notification served to the Contracting authority.

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

#### **9.9 Special methods of submitting proof of qualifications**

##### **9.9.1 Using an extract from a list of qualified Contractors**

If the Contractor provides the Contracting Authority with an extract from a list of qualified Contractors within the time limit set for submitting the proof of compliance with the basic capacity, the extract shall replace the proof of compliance with the basic capacity pursuant to Section 74 of the Act, and professional capacity pursuant

to Section 77 of the Act to the extent that the document proving the professional capacity covers the Contracting Authority's requirements for proving the professional capacity to perform the Contract.

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

#### **9.9.2 Proof of compliance with the qualification requirements using a certificate**

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

#### **9.10 Requirement to specify subcontractors**

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

In their tender, the Contractor shall present a list of subcontractors along with information on the parts of this Public Contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the subject matter of the Public Contract (Annex 4 to this TD). **The Contractor shall explicitly specify which subcontractor is directly involved in the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design (as defined in the Draft Contract).**

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

#### **9.11 Each Contractor may submit one tender under the tender procedure only.**

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

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

### **10. EVALUATION CRITERIA, METHOD OF EVALUATION**

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

- 10.2** The total economic advantageousness of the tender will be evaluated by awarding points according to the criteria as stated below, whereas the only criterion is the lowest Total Tender price:

	Name of the Evaluation partial criteria (Sub-criteria)	Weight in %
A	Total Tender price in EUR excl. VAT in accordance with the Annex 5 hereof	100 %

**10.3 Sub-criterion A: Total Tender price in EUR excl. VAT in accordance with the Annex 5 hereof**

Under this sub-criterion, the Contractor will submit the Total Tender price, prepared according to the model example for purpose of evaluation, attached as Annex 5 hereto (hereinafter the “**Total Tender Price**”). The Contractor is obliged to submit such a model example as a part of its tender.

**The Contracting Authority notifies the Contractor that the quantity specified in Annex 5 hereof is only an estimate and shall only be used for purposes of evaluating the tenders, i.e. the Contracting Authority does not guarantee that they will actually purchase the stated quantity from the selected Contractor.**

The prices specified by the Contractor according to the model example shall correspond to the prices specified in the Art. V of the Draft Contract.


**The Total Tender Price shall not exceed the amount of the estimated value of this Public Contract, defined in Art. 4 hereof.**

**10.4 Method of evaluation**

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

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

**11. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT**

- 11.1** The payment and business terms and conditions are specified in the binding Draft Contract.
- 11.2** The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete .
- 11.3** The Contractor shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes, signed by the person authorised to act on behalf of

the Contractor.

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

## 12. PUBLICATION OF THE TD

Pursuant to Section 96(1) of the Act, the Contracting Authority shall publish the full TD, as well as any potential clarification thereof, amendments and additional information, at its Contracting Authority profile / electronic instrument [https://mfc.ezak.cz/profile\\_display\\_53.html](https://mfc.ezak.cz/profile_display_53.html).

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

13.1 Pursuant to Section 98(3) of the Act, the Contractor is entitled to request from the Contracting Authority clarification hereof via the data box of the Contracting Authority, electronically by e-mail to: [senoldova.zuzana@stc.cz](mailto:senoldova.zuzana@stc.cz) or via electronic instrument.

13.2 The Contracting Authority shall publish the written clarification hereof including the accurate wording of the inquiry without the inquiring Contractor's identification but with potential related documents within 3 business days from receipt of the Contractor's inquiry, at the Contracting Authority's profile / electronic instrument.

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

13.4 To comply with the principle of equal treatment of all Contractors, the potential clarifications, amendments, or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority's profile / electronic instrument [https://mfc.ezak.cz/profile\\_display\\_53.html](https://mfc.ezak.cz/profile_display_53.html).**

13.5 The Contracting Authority hereby emphasises that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public procurement processes and conformity certification, in communication by means of an **electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument.**

13.6 The Contracting Authority further emphasises that in compliance with Section 211(6) of the Act, in communication by means of a **data box** a document shall be deemed **delivered at the moment of its delivery to the data box of the addressee.**

## 14. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

14.1 The present TD is binding upon the Contractor.

## 14.2 Legal form

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

## 14.3 Conflict of Interests

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

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

### 15.1 Actual Owners

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

### 15.2 Originals or certified copies of the documents submitted as proof of compliance with the qualification requirements

In accordance with the provision of Section 122(3)(a) of the Act, the selected Contractor shall, prior to entering into the Contract, submit the originals or certified copies of the documents they submitted as proof of compliance with the qualification requirements unless the same have already been submitted as part of their tender.

**In compliance with regulation stated in the Sec. 211 of the Act, the selected supplier shall submit qualification documents which have been either issued as electronic originals, or they have to be converted from paper originals to electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed**.

**Regarding obtaining individual documents to prove fulfilment of basic capacity, find further information in Annex 6 hereof.**

### 15.3 Security Audit

**15.3.1** If the selected Contractor or any third entities through them the given

qualification criterion has been proved according to the Sec. 9.6 hereof submitted within its tender the written affidavit attached as Annex 3c hereof in accordance with the Art. 9.4.2 hereof, the selected Contractor is obliged to enable and ensure the Contracting Authority the possibility to run a security audit before signing the Contract in accordance with Section 104(a) and (e) of the Act (hereinafter the “**Security Audit**”) in order to check implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Public Contract.

**15.3.2** The Security Audit, its extent, course, duration, demands regarding staff allocation is further stipulated in **Annex 7 of the Draft Contract**.

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

#### **15.4 Submission of Confirmed Quality Test Report**

**15.4.1** In accordance with the provision of the Sec. 104 (a) and (b) of the Act the Contracting Authority requires from the selected Contractor a proof of performance of the quality test – at least: the resistance to climatic conditions ISO 24789-2 and the resistance to light aging ISO/IEC 7810:2019, ISO 105-B02.

**15.4.2** Evidence of performing quality tests in the specified minimum range, i.e. test of resistance to climatic conditions (temperature and humidity aging) and test of resistance to light, will be the submission of a confirmed (stamp and signature of the laboratory, where the test was performed) test report with the results of the individual tests.

**15.4.3** References to test parameters are listed in the table below, parameters specified in more detail in the mentioned standards. The Contracting Authority requires tests to be performed on at least the same type of product, manufactured with the same technology and the same procedures as the subject of delivery, i.e. DOVID on polycarbonate foil. The tests are performed on laminated cards.



No.	Test	Standards	Parameters	Method of evaluation
1.	Resistance to climatic conditions (Temperature and humidity aging)	ISO 24789-2	Refers to the article 5.7 of ISO 24789-2	When comparing the tested cards to the non-aged cards with the naked eye, the cards shall not show any defects
2.	Resistance to light aging	ISO/IEC 7810:2019 ISO 105 - B02:2014	Refers to the article 5.2 of ISO 105-B02	When comparing the tested cards to the non-aged cards with the naked eye, the cards shall not show any defects

## 15.5 Authorisation for Handling of Confidential Information

**15.5.1** 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.

**15.5.2** 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")**.

## 15.6 Reliability of domestic VAT payers

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

**15.6.2** 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. 15.6.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

## 15.7 Bank Confirmation on the Bank Account

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

## 15.8 Insurance Contract

In accordance with Section 104(e) of the Act, before signing the Contract, the selected Contractor is required to submit a plain copy of insurance Contract with the subject of third-party damage liability insurance of the Contractor with the minimum indemnity limit of at least **1 000 000 EUR**. An equivalent document for proof of this requirement is also a simple copy of the insurance certificates or a simple copy of the confirmation of insurance Contracts issued by the insurer.

### 15.9 Standard conditions of use and storage conditions of Sheets

In accordance with Section 104(a) of the Act, before signing the Draft Contract, the selected Contractor is required to submit the standard conditions of use and storage conditions of Sheets regarding its offered technical solution (performance of the Public Contract, i.e. especially Sheets with DOVIDs).

## 16. TENDER SUBMISSION CONDITIONS

**16.1** The Contracting Authority does not require the Contractor to ensure that all the documents or declarations have been signed by the statutory body of the Contractor or person authorised to act on behalf of or for the Contractor. The Contractor by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorised to undertake such acts and by submission of the tender the Contractor at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.

**16.2** The tender shall be submitted **in the Czech or English language, or its combination**. Should any part of the tender be in a language other than the Czech or English, it must be translated (plain translation) into the Czech or English language. Documents in Slovak and proof of completed education in Latin shall be submitted by the Contractor without a translation into the Czech or English language.

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

## 17. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

**17.1** The deadline for the tender submission shall end on **21. 07. 2021 v 09:00 AM**.

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

**17.3 Submitting tenders in electronic form:**

- The tender shall be submitted through the E-ZAK electronic instrument available at: [https://mfcr.ezak.cz/profile\\_display\\_53.html](https://mfcr.ezak.cz/profile_display_53.html).
- All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.
- **To submit the tender, the applicant must register in the electronic instrument (respectively its connected supplier databases “CDD” or “FEN”).**
- **Further details for registration in FEN and verifying identity is available at:**  
<https://sites.google.com/fen.cz/napovedafen/>      **English**      **version:**  
<https://sites.google.com/fen.cz/napovedafen-en>

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

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

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

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

#### **17.4 The Contracting Authority recommends using the following order:**

- **Content of the tender**
- **Tender cover sheet (Annex 2 to this TD)**
- **Binding Draft Contract including Annexes (Annex 1 to this TD)**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
  - **basic capacity,**
  - **professional capacity,**
  - **technical qualification.**
- **List of sub-contractors (Annex No. 4 to this TD)**
- **Completed evaluation model (Annex No. 5 to this TD)**

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

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

the incomplete list of documents.

## **18. OPENING OF TENDERS IN ELECTRONIC FORMAT**

The electronic tender opening process is a non-public event. The Contracting Authority shall provide an anonymized list of delivered tenders upon the written request **of the Contractor of this tender procedure (i.e. of the entity who submitted a tender in this procedure).**

## **19. OTHER PROVISIONS**

- 19.1** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 19.2** After conclusion of the Contract with the selected Contractor, the Contracting Authority shall, pursuant to the relevant provisions of Section 219 of the Act, publish the wording of the Contract with the selected Contractor, including any amendments and schedules thereto, on the Contracting Authority's profile and in the Register of Contracts.
- 19.3** By submission of the tender, the Contractor acknowledges that the Contracting Authority, as the obligated entity under Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain Contracts, publishing of such Contracts and on the register of Contracts (Act on Register of Contracts), is obligated after conclusion of the Contract with a selected Contractor to publish this Contract in the Register of Contracts. Publication of the Contract in the Register of Contracts is an obligatory condition for the Contract effectiveness. The Contracting Authority warns that some rights and obligations under the Contract, respectively, related periods, may be tied to such publication.
- 19.4** The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the Contractors in their tenders before making the final decision on the selection of the best tender.
- 19.5** The tenders or individual parts of the tenders submitted by the Contractors or excluded Contractors shall not be returned.
- 19.6** According to the Section 6 (3) of the Act the Contracting Authority restricts participation in the tender procedure of such Contractors that have a registered office in:
- a) a Member State of the European Union, European Economic Area or the Swiss Confederation (hereinafter the "Member State") or
  - b) another state with which the Czech Republic or European Union has concluded an international agreement on the basis of which access of economic operators

from such states to the Public Contract being awarded is guaranteed.

## 20. ANNEXES

- Annex 1 – Draft Contract
- Annex 2 – Tender Cover Sheet
- Annex 3a – Affidavit on compliance with the Basic Capacity
- Annex 3b – List of Major Supplies
- Annex 3c – Affidavit on Security Requirements
- Annex 4 – List of Subcontractors
- Annex 5 – Evaluation Model
- Annex 6 – Manual for obtaining documents regarding Basic Capacity

Prague, dated *as per the electronic signature*

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

# AGREEMENT FOR SUPPLY OF SECURITY ELEMENTS FOR CZECH ELECTRONIC ID CARDS

Registered by the Client under Ref. No. 029/OS/2021  
(hereinafter referred to as “Agreement”)

entered into pursuant to the Act No. 134/2016 Coll., on public procurement, as  
amended (hereinafter referred to as the “PPA”)  
and  
pursuant to Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as  
the “Civil Code”)

by and between:

## **STÁTNÍ TISKÁRNA CENIN, státní podnik**

with its registered office at Prague 1, Růžová 6, House No. 943, Postal Code 110 00, Czech  
Republic

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

Business ID: 00001279

Tax registration No.: CZ00001279

Represented by: **Tomáš Hebelka, MSc**, Chief Executive Officer

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

Account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

BIC/SWIFT: BACX CZPP

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

and

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

with its registered office at [ ]

entered in the Commercial Register maintained by [ ], Section [ ], File [ ]

Business ID: [ ]

Tax registration No.: [ ]

Represented by: [ ]

Bank details: [ ]

Account number: [ ]

IBAN: [ ]

BIC/SWIFT: [ ]

(hereinafter referred to as the “Contractor”)

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

**Representatives authorized to negotiate in contractual and economic matters:**

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

On behalf of the Contractor: [redacted]

**Representatives authorized to negotiate in factual and technical matters:**

On behalf of the Client: **Ing. Ondřej Hyršíl**, Production Director

On behalf of the Contractor: [redacted]

## **I. INTRODUCTORY PROVISIONS**

This Agreement is entered into based on the outcome of the over-threshold open tender procedure in accordance with PPA titled “Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)” (hereinafter referred to as the “**Tender Procedure**”) with the Contractor that meets any and all tender conditions, and the tender of which was selected as economically the most advantageous. Further, this Agreement was based on the Contractor’s tender filed under the Tender Procedure on **[the Contractor to add its tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the “**tender**”).

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

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

The purpose of this Agreement is to secure supply of a Security element - Diffractive optical variable image device (DOVID) for the Czech biometric identification card (hereinafter the Czech biometric identification cards referred to as also only the “**eID card**”) in line with the Client’s needs.

For purpose of this Agreement Parties set these definitions:

- a) Sheet means a transparent polycarbonate foil, laser engravable, with security element and printed marks, 15 positions on the Sheet.
- b) DOVID means a security element - diffractive optical variable image device for the Czech biometric identification card
- c) Design of the diffractive security element – DOVID - should be inspired by Symbols of Czech Republic (e.g. leaf of a linden tree) or Czech Crown Jewels.
- d) MasterHologram means DOVID placed on physical template and made by the Contractor’s production technology, which is used for the mass production.



## II. SUBJECT OF THE AGREEMENT

1. The subject of this Agreement is the Contractor's obligation:
  - a) to create an origination (production of a MasterHologram) of diffractive security feature for eID card, including creation of diffractive security feature design according to requirements specified in the **Technical Specification – the Annex 1** to this Agreement (hereinafter referred to as the "**production of DOVID design and Masterhologram**");
  - b) to grant exclusive license covering the design of the diffractive security feature and an exclusive license covering the MasterHologram and its copies for the use of the Sheets for the manufacture of eID card within the extent specified in Article VIII to this Agreement (hereinafter referred to as the "**DOVID licences**");
  - c) to produce and deliver a Diffractive optical variable image device (DOVID) applied on a Sheet of polycarbonate foil for eID card to the Client, including its testing version according to the technical specification contained in the Technical Specification - the Annex 1 to this Agreement (hereinafter referred to as the "**Sheets**");
  - d) to enable to acquire the ownership title to the supplied Sheets to the Client.
2. Due to the fact that a part of the technical specification of the subject of this Agreement includes classified information in the sense of national legislation of the Czech Republic, including but not limited to the Act no. 412/2005 Coll., on the protection of classified information and security capacity, as amended, the Contractor based on the Client requirements shall complete technical specification within the design process. Created classified information will be passed by the Contractor to the Client, and properly registered according to relevant legislation.
3. The Contractor declares by concluding this Agreement that it has and for a duration of the Agreement shall have established security to assure protection of classified information on the confidentiality level "RESTRICTED" ("VYHRAZENÉ") or higher. The Contractor undertakes to maintain in force for the entire period of validity and effectiveness of this Agreement the authorization to handle classified information on the minimal confidentiality level "RESTRICTED" ("VYHRAZENÉ"), which will be proven in the form pursuant to Art. 15.5.2 of the Tender Documentation. The Contractor is obliged to notify the Client any changes of the established authorization without delay. To breach of any obligation stated in this provision constitutes a substantial breach of this Agreement under Article XIV paragraph 4 (h) hereof.
4. The Contractor is obliged to comply with the relevant legal norms concerning the handling of classified information during the performance of this Agreement. The Contractor is also obliged to comply with the Security instructions set out in Annex 6 to this Agreement (hereinafter referred to as the "Security instructions"). To breach of any obligation stated in this provision constitutes a substantial breach of Agreement under Article XIV paragraph 4 (h) of this Agreement.
5. The Contractor undertakes to ensure the obligations referred to the preceding paragraphs 3 and 4 of this Article shall also apply to any entity, which shall be participating within the performance of the subject matter of this 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 Agreement the authorization to handle classified information on the minimal confidentiality level “RESTRICTED” (“VYHRAZENÉ”), which will be proven in the form pursuant to Art. 15.5.2 of the Tender Documentation. The Contractor is obliged to notify the Client any changes of the established authorization of the subcontractor without delay. The Contractor is obliged to secure cooperation on the subcontractor side. To breach of any obligation stated in this provision constitutes a substantial breach of Agreement pursuant to Article XIV paragraph 4 (h) hereof.

6. A part of the technical specification of the subject of this Agreement (Annex 1) becomes the Technical drawing approved by the Client according to Art. IV paragraph 5 of this Agreement.
7. The Client undertakes to accept the Sheets, duly delivered as regards the required quantity and type, quality of the Sheets in accordance with this Agreement, on the required delivery dates, and pay the price for the Sheets agreed to herein.
8. The Client may invite the Contractor to provide performance in accordance with this Agreement up to a maximum financial amount of EUR 2 342 000 excluding VAT for the entire duration of this Agreement (hereinafter as a “Financial limit”).

### III. PARTIAL CONTRACTS

1. Any and all supplies of the Sheets shall take place according to Client’s needs in line with the Client’s written purchase orders, each one of which constitutes a proposal to conclude a partial contract (hereinafter referred to as the “**purchase order**”), and purchase order confirmations, which constitute the acceptance of the proposal to conclude a partial contract (hereinafter referred to as the “**partial contract**”). A partial contract shall be deemed to be entered into once the Client receives confirmation of the purchase order from the Contractor, confirming the purchase order without reservations.
2. Minimum quantity of Sheets per individual purchase order is 20 000 pcs of Sheets.
3. As a minimum requirement, a purchase order shall contain the following details:
  - a) Client's identification data;
  - b) definition of the subject of performance and detailed specifications thereof, including the quantity of the Sheets to be delivered;
  - c) unit price of the Sheets without VAT, total price of the Sheets without VAT;
  - d) detailed delivery conditions, especially the delivery term and place of delivery;
  - e) date of the purchase order;
  - f) identification of the person placing the purchase order who is authorised to act on behalf of the Client.

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

4. The purchase order as per this Article shall be sent by the Client to the Contractor electronically to the Contractor's e-mail address **[the Contractor to add its e-mail address]**.
5. The Contractor shall confirm the purchase order acceptance to the Client by return to the Client's email address [purchasing@stc.cz](mailto:purchasing@stc.cz). As a minimum requirement, the purchase order confirmation shall contain the identification data of the Contractor and the Client, identification of the purchase order being confirmed and date of the confirmation.
6. The Parties agree that the Contractor shall respect the supplies of the Sheets as requested and shall not modify the supplies as to type, volume or finance unless expressly agreed by the Parties.
7. The Contractor undertakes to perform any partial contract in accordance with its tender.

#### **IV. PLACE AND TERMS OF PERFORMANCE AND DELIVERY**

1. The Contractor shall provide performance in the sense of this Article within the deadlines specified in the **Time Schedule – the Annex 2** to this Agreement.
2. The Contractor shall create design and produce a MasterHologram of security holographic feature for eID according to the requirements specified in the Annex 1 hereof within the periods according to the Annex 2 hereof and submit them to the Client to approve them. The creation of the design of the DOVID shall be executed by the Contractor immediately after effective date of this Agreement and no other formal action (eg. request or order) is necessary from the Client. The design of the DOVID will be approved electronically and the Masterhologram will be approved by the Clients' representatives in person. The Contractor is obliged to submit the DOVID design to the Client to approve it and invite the Client to approve the MasterHologram within the periods according to the Annex 2 hereof for preparation of DOVID Design and Production of the MasterHologram. Invitation to the MasterHologram approval shall be sent to the Client at least 5 working days before the proposed date for approval of the MasterHologram. The Contractor shall send all his notification (submission of the DOVID design, invitation for the MasterHologram approval) via email to the e-mail address: [hyrsl.ondrej@stc.cz](mailto:hyrsl.ondrej@stc.cz). The Parties are entitled to agree upon a different method of submission and approval of the DOVID design and the MasterHologram, in particular in connection with the secrecy level of classified information. It is not necessary to conclude about this agreement a written amendment to this Agreement within the meaning of Article XV paragraph 1 of this Agreement, but the agreement shall be done in demonstrable manner.
3. In case of approval of Masterhologram the Client's authorised representative will sign the Acceptance Protocol using Acceptance Protocol template contained in the **Annex 3** hereof.

4. The day of approval of the Masterhologram also passes to the Client the right of use the DOVID design – DOVID licences according to the Article VIII of this Agreement.
5. After approval of Design the Contractor is obliged to submit a Technical drawing recording to technical specification to the Client for final technical approval, if the Technical drawing meets the requirements according to the Technical specification, the Client approves the Technical drawing as a reference within 5 working days of submission. After Client's approval the Technical drawing becomes an integral part of Annex 1 of this Agreement pursuant to the Article II paragraph 6 of this Agreement.
6. The Contractor is obligated to deliver to the Client 200 pcs of Sheets as the individual delivery/testing version of Sheets specified in this Agreement (hereinafter referred to only as "**Pilot Sheets**"), which will be used by the Client to perform tests and manufacture first eID cards. Pricing and delivery requirements and regulations specified hereof shall be analogically applied to the Pilot Sheets.
7. After the Pilot Sheets approval by the Client the first delivery of Sheets in minimum volume of 20.000 pcs of Sheets will take place (hereinafter referred to only as "**First Delivery**"). The first and the following individual orders shall be carried out based on individual written purchase orders issued by the Client and the Sheets shall be delivered no later than before **60 working days as of the purchase order delivery to the Contractor**.
8. The Sheets shall be considered as delivered on the day of handover and acceptance by protocol, i.e. the date of signature of the delivery note by the Client.
9. Each delivery of the Sheets shall be accompanied with a **delivery note** to be confirmed by both Parties upon handover and takeover of the Sheets, and shall be used as the **Sheets acceptance protocol**. The Sheets shall be considered as delivered on the day of handover and acceptance by protocol, i.e. the date of signature of the delivery note by the Client.

The delivery note shall contain:

- a) Identification data of the Contractor and Client,
  - b) number and date of issue of the delivery note,
  - c) the purchase order number,
  - d) Position/serial number; number according to purchase order;
  - e) order number (if stated in the purchase order),
  - f) specification of the required type and properties of the Sheets,
  - g) the Sheets quantity and the unit of measure,
  - h) the item name.
10. The place of performance for delivery of the Sheets shall be placed in territory of Prague, Czech Republic, specifically [•]. **(the Contractor shall choose the place of performance:**

**- either "the Production Plant III – Na Vápence 14, House No. 915, Postal Code 130 00 Prague 3, Czech Republic, whereas due to operational**

reasons on the Client's side at latest from April 2023 the place of performance shall be changed to Production Plant I – Růžová 6, House No. 943, Postal Code 110 00 Prague 1, Czech Republic, the specific date for the change shall be agreed in the Amendment to this Agreement”,

or

“Václav Havel Airport in Prague, Czech Republic, customs warehouse”)

11. The Contractor shall arrange for the transportation of the Sheets to the place of performance at its own expense and risk in accordance with Incoterms 2020, DAP.
12. In a demonstrable manner the Contractor will announce to the Client's electronic address [purchasing@stc.cz](mailto:purchasing@stc.cz), at least 3 working days in advance, the day of dispatching of the Sheets from the plant, name of the carrier, type and registration number of the vehicle, including the names of the driver and the supposed time of arrival to the address of the Client.
13. The supplied Sheets shall be packed in a manner that is usual for such type of Sheets, taking into consideration the place of delivery of the Sheets and the mode of transport, so as to ensure the preservation and protection of the quality of the Sheets, as well as protect the Sheets from damage by mechanical and atmospheric elements. Detail packaging requirements are specified in the Annex 1 hereof.
14. Handover and acceptance of individual deliveries as set forth herein shall be done at the agreed time and place, as specified in this Article of this Agreement and in the Annex 2 hereof.
15. Each shipment shall be packed in containers. Packing quantities and container specifications and handlings are defined under the Annex 1 hereof. Whole process of packaging and transport of Sheets shall be in accordance with the requirements and conditions of the standard TAPA (TSR + FSR) a standard IATA code TACT - The Air Cargo Tariff and Rules standard VUN.
16. Authorized employees of the Client shall accept the individual Sheet delivery during the established delivery date as specified in paragraph 1 and paragraph 6 of this Article. During the handover process these employees shall inspect the integrity of individual packages/containers and seals and confirm status by signing the relevant delivery document. Any defects apparent during the handover process will be resolve according to the Article IX hereof.
17. Sheets acceptance processes are defined in Specification of quality inspection - the **Annex 4** hereof.
18. Based on the characteristics and type of the Sheets, the Client may only inspect the number of delivered Sheets during the actual manufacturing process of eID card. Due to this reason, the Client is allowed to claim incorrect number of Sheets delivered under individual purchase orders at the time when the Sheets from relevant purchase order are processed. The manner of exercising such a claim is regulated in Article IX hereof.
19. The ownership title to the Sheets supplied under this Agreement shall pass on to the Client at the moment of takeover of the Sheets, i.e. upon the handover protocol for the

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

## V. PRICE

1. The prices for performance of the subject of the Agreement has been established on the basis of the Contractor's tender submitted in the Tender Procedure. The prices are as follows:

a) The price for performance according to the Article II paragraph 1 letters a) and b) hereof is **[the Contractor to add the final price for this part of Subject of the Agreement]** in EUR, excluding VAT.

The final price contains all cost necessary to successfully complete subject of the performance according to the Article II paragraph 1 letters a) and b) hereof including licenses fees for the use of DOVID design and Masterhologram as stated according to the Article VIII of of the Agreement.

b) The unit price of 1 piece of the Sheet in the sence of performance according to the the Article II paragraph 1 letters c) and d) hereof (hereinafter referred to as the “**Unit price of Sheets**”) is **[the Contractor to add the unit price of 1 piece of the Sheet]** in EUR, excluding VAT.

The Unit price of the Sheets contains any and all the related costs of the Contractor, particularly packaging and transportation of the Sheets to the place of performance, customs duty, customs charges, any ecological liquidation of the Sheets and related services. This price is the final and maximum permissible price.

2. Invoiced price of Sheets for each individual delivery must correspond with the relevant Unit price of the Sheets multiplied by the number of delivered Sheets.

3. If applied, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.

## VI. PAYMENT TERMS

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

2. The price of the production of DOVID design and MasterHologram according to the Article II paragraph 1 letter a) hereof and DOVID licences according to the Article II paragraph 1 letter b) hereof shall be paid by the Client after proper acceptance of the MasterHologram on the basis of invoice (tax document) issued by the Contractor.

3. The Contractor's right to issue an invoice (tax document) for the price of production of DOVID design and MasterHologram and DOVID licences is established on the date of approval of MasterHologram, i.e. the date of signature of the Acceptance Protocol by the Client's authorised representative. The date of taxable supply is the date on which the Client's authorised representative signed the Acceptance Protocol. Copy of signed

Acceptance protocol shall be an annex of the invoice for the price of production of DOVID design and MasterHologram.

4. The price of the supplied Sheets according to the Article II paragraph 1 letter c) and d) hereof shall be paid by the Client after proper delivery of the Sheets on the basis of invoice (tax document) issued by the Contractor.
5. The Contractor's right to issue an invoice (tax document) for the consignment of Sheets is established on the date delivery, i.e. the date of signature of the delivery note by the Client's authorised representative. The date of taxable supply is the date of handover and acceptance of the Sheets with confirmation in the form of a protocol, i.e. the date on which the Client's authorised representative signed the Sheets acceptance protocol (delivery note).
6. An invoice (tax invoice) shall contain all the prerequisites as for a tax document according to the applicable legal regulations and this Agreement. Each invoice (tax document) for purchase price of the Sheets shall include a copy of the confirmed Delivery Note relating to the executed delivery.
7. For each delivery of the Sheets, the Contractor shall issue a separate invoice (tax document).
8. The maturity period of any invoice (tax document) duly issued by the Contractor is 30 days as of the issue date. The Contractor shall deliver the invoice to the Client to the following email address: [podatelna@stc.cz](mailto:podatelna@stc.cz). For the purposes of this Agreement, an invoice shall be deemed paid once the respective amount is credited to the Contractor's account specified in the header hereof.
9. In the event that any invoice (tax document) issued by the Contractor does not contain the necessary formalities or will contain incorrect or incomplete information, the Client is entitled to return the invoice (tax document) to the Contractor stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence from the date of delivery of a duly corrected or supplemented invoice (tax document) to the Client.
10. If the Contractor is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (paragraphs from 11 to 14 or 16 of this Article).
11. The Contractor shall immediately and demonstrably notify the Client, a recipient of the taxable supply, within 2 working days of its becoming aware of its insolvency or its threat at the latest, or of issuing a decision by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "**VATA**"). Violation of this obligation by the Parties is considered a material breach of this Agreement.
12. Each Contractor pursuant to paragraph 10 of this Article undertakes that the bank account designated by him for the payment of any obligation of the Client under this Agreement shall be published and accessible from this Agreement conclusion date until its expiry in accordance with Section 98 of VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published in accordance with Section 98. In the case that the Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a of VATA, the Contractor undertakes

- to immediately notify this to the Client along with the date on which this circumstance arose.
13. If a guarantee for unpaid VAT arises for the Client according to Section 109 of VATA on received taxable supply from any Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled, without the consent of such Contractor, to exercise a procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor directly to the competent revenue authority and to do so according to Sections 109 and 109a of VATA.
  14. By payment of the VAT to the account of the revenue authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Agreement. At the same time, the Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.
  15. The Contractor declares that in the moment of conclusion of the present Agreement it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Contractor is obliged to immediately inform the Client of any changes that arise during the period of validity of this Agreement and are related to the content of this statement.
  16. The Contractor also declares that in the moment of conclusion of the present Agreement there is no decision issued by a tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a VATA. The Contractor shall immediately and demonstrably notify the Client, a recipient of the taxable performance, within two working days of its becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA.
  17. In the event that, during the period of validity and effectiveness of this Agreement, the Contractor's statements referred to previous paragraphs 15 or 16 prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous paragraphs 15 or 16 within the specified period, such conduct of the Contractor will be considered a substantial breach of this Agreement.
  18. The Contractor is not authorised, without the written consent of the Client, to set-off any of its receivables from the Client with any of the Client's receivables from the Contractor or assign any of its rights and receivables from the Client to a third party.
  19. The Contractor agrees that it shall in no way burden its claims against the Client under the partial contract or in connection with a lien in favour of a third party.
  20. In case the Contractor sets off, assigns or places under lien any claim against the Client from the title of a partial contract in contravention of the preceding provisions, the Contractor is obliged to pay to the Client a contractual penalty at the rate of 10 % on the value of the claim, which was set-off, assigned or placed under lien.

## **VII. OTHER RIGHTS AND OBLIGATION OF PARTIES**

1. The Contractor shall supply the Sheets to the Client in line with the Annex 1 hereof, the Contractor's tender and DOVID design approved by the Client.



2. The Contractor shall not provide the DOVID design and Mastehologram of the DOVID uniquely designed for the eID card to any third party.
3. The Contractor warrants to the Client that during the preparation of DOVID design, production of MasterHologram and/or production and transport of the Sheets — the Contractor bears there shall be no misuse of the DOVID design used for the production of the Sheets, or of the finished Sheets, and undertakes to take all necessary and appropriate measures to prevent the DOVID design and MasterHologram of the DOVID and also Sheets from being lost or stolen. The Contractor warrants to the Client that during the preparation of DOVID design, production of MasterHologram and/ or production and transport of the Sheets — as long as the Sheets are owned by the Contractor or the Contractor bears the liability for damage to the Sheets — there shall be no misuse of the materials used for the production of the Sheets, or of the finished Sheets, and undertakes to take all necessary and appropriate measures to prevent the Sheets from being lost or stolen or used for a purpose other than that specified in this Agreement. The Contractor shall comply with the applicable legal rules concerning the handling of classified information during the preparation of DOVID design, production of MasterHologram and/ or production and transport of the Sheets, especially with the Security instructions contained in the **Annex 6** hereof.
4. Failure to observe the provisions of paragraphs 2 or 3 of this Article is a substantial breach of this Agreement resulting in the right of Client to withdraw from this Agreement, entitling the Client to the compensation within the scope of and according to this Agreement.
5. The Contractor hereby states and guarantees that he will properly store and archive at its site the manufactured MasterHologram which is its property for 5 years following the end of this Agreement, unless both Parties agree otherwise. After this time period expires the Contractor is obliged to destroy the MasterHologram and all its copies created for the purpose of a mass production of the DOVID at his own cost and document this action on the necessary protocol, provided that the Client issued a confirmation allowing the Contractor to destroy the Master Hologram.
6. The Contractor warrants to the Client that it is not aware of any violation of third-party rights by the subject of this Agreement at the date of the Agreement signature. If a third party raises a legitimate claim because of an infringement of industrial property rights, copyrights or any other rights by the Sheets or DOVID's design supplied by the Contractor, the Contractor shall be liable, at its expense, to secure a right of use to the DOVID design for the Client.
7. No later than as of this Agreement conclusion date, the Contractor shall submit, and maintain valid for the entire duration of this Agreement, a liability insurance contract for damages caused to third parties by operating activity of the Contractor for the minimum amount of 1 000 000 EUR.
8. The Contractor hereby agrees to provide the necessary assistance in performance of the obligations pursuant to the PPA.
9. The Contractor is entitled to perform this Agreement or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
  - a. the Contractor remains responsible for fulfilment the subject of this Agreement as if

he performed it itself,

- b. was obliged to submit to the Client the List of subcontractors according Tender Documentation of the Tender Procedure,
- c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the change shall be subject to approval by the Client of such a change and the Contractor shall apply for this approval without undue delay, but no later than within 5 working days of such change. In the event of changes in qualifying subcontractor, the Client shall give the consent only if the Contractor with the application to change the qualifying subcontractor shall demonstrate evidence of which would suggest that the new subcontractors meet the qualifications at least to the same extent as the original qualifying sub-contractor.
- d. the Contractor is obliged to ensure proper and timely fulfillment of financial obligations to its subcontractors for the entire period of performance of this Agreement, while as full and timely fulfillment it is considered a full payment of invoices issued by the subcontractor for performances provided for Public Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled Public Contract. For the purposes of checking this arrangement, the Contractor is required in the first calendar month in each calendar year of the duration of this Agreement, to submit to Client an affidavit of compliance with this obligation in the previous calendar year.

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

10. If the Contractor at the time of signature of this Agreement proves implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of this Agreement (i.e. including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design) through the certificate “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, the Contractor shall ensure certificate validity for the entire duration of this Agreement. The Contractor is obliged to notify the Client of any changes or end of validity of this certificate without delay. In the event of end of validity of this certificate the Contractor is obliged to ensure immediate compliance with the obligation under paragraph 11 and 12 of this Article and fulfilment of the obligations and requirements of the security audit pursuant to Annex No. 7 to Agreement (hereinafter referred to as the "Security Audit").
11. If the Contractor at the time of signature of this Agreement does not prove implementation of security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the Agreement (i.e. including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design) through the certificate “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, the Contracting parties mutually declare that the Security Audit was conducted before the signing of this Agreement. The Security Audit will then be organized by the Client at regular three-year intervals.

12. The Contractor is obliged to immediately inform the Client of any changes or termination of the certificate pursuant to paragraph 10 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. 7 to this Agreement or changes in security systems on the part of the Contractor such as changes in the security system (relating to the performance of the subject matter of this Agreement including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design), or any other changes in the safety of buildings or building modifications or alterations to buildings, etc. In such a case, the Client may request to perform without undue delay an extraordinary Security audit to the extent specified in Annex 7 to this Agreement, i.e. thus outside regular three-year intervals.
13. For the fulfilment of purpose the preceding provisions sense of the Contractor acknowledges and agrees that the Client will conduct the Security audit (or extraordinary Security audit) at the facility intended for the performance of the subject matter of this Agreement including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design, therefore requires the Contractor's assistance, by enabling access to these facility, or verification of specific processes or make available the necessary documentation by remote access. A more detailed description of the requirements of the Security audit is set out in Annex No. 7 which is integral part of this Agreement.
14. Breach of the Contractor's obligation to allow or secure the Security Audit to be performed in accordance with Annex No. 7 to this Agreement (including the extraordinary Security Audit pursuant to paragraph 12 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 Agreement in accordance with Article XIV paragraph 4 (f) of this Agreement.
15. The Contractor at the time of signature of this Agreement proves implementation of quality management system to ensure the production quality management within the performance of the subject matter of the Agreement (i.e. including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design) 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 Agreement. At the request of the Client, the Contractor 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 Contractor.  
  
Breach of this Contractor'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 Agreement, or the fact that the Contractor has not proved ensuring of this certificate or other similar document in accordance with the Tender documentation at the Client's request pursuant to this paragraph constitutes a substantial breach of this Agreement pursuant to Article XIV paragraph 4 (f) of this Agreement.
16. For the avoidance of any doubt, the Client states that the adjustment and obligations set out in paragraphs from 10 to 15 of this Article apply to any entity, which shall be participating within the performance of the subject matter of this Agreement as subcontractor/s of the Contractor and the Contractor remains responsible for fulfilment

of these obligations and the Contractor is required to assure cooperation on the subcontractor/s side.

### **VIII. INTELLECTUAL PROPERTY RIGHTS AND RIGHT TO USE DESIGN AND MASTERHOLOGRAM OF THE DOVID**

1. The Contractor is obliged to grant to the Client the right to exclusive licenses covering the design of the DOVID pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended covering also the MasterHologram and its copies for the use of the Sheets supplied by the Contractor for purposes of this Agreement. Such licenses are implied in the price of production of DOVID design and MasterHologram and does not require paying extra licence fees for the use.
2. Licenses provided by the Contractor shall be legally acquired by the Client according to the Article IV paragraph 4 of this Agreement.
3. Exclusive licenses in the sense of this Article will be granted in time and territorially unlimited, unlimited quantitative enabling the Client to use the design of the DOVID all ways to fulfil the purpose of this Agreement particularly for the manufacture and supply of eIDs.
4. The Contractor states and guarantees that the design of the DOVID in the form of the MasterHologram does not interfere with, or violate rights of third parties, in particular, does not infringe copyrights, trademarks protection rights, patent rights or other property rights applicable to the design or to the MasterHologram. However the Contractor shall have responsibility for any interference with or violation of third parties rights to the extent, the infringing or violating part of the design of the DOVID. Further, the Contractor states that these rights were not provided without consent and approval of the relevant entities or authors. The Contractor is aware about the fact that he is fully and legally liable for consequences due to failure to observe this statement.
5. Further, the Contractor states and undertakes that no prior exclusive or nonexclusive licenses in terms of the DOVID design and the MasterHologram were/won't be issued, which would prevent the Client from using the Sheets supplied by the Contractor for the manufacture of eID card.

### **IX. LIABILITY FOR DEFECTS AND QUALITY WARRANTY**

1. The Contractor is responsible for the due performance of the subject of the Agreement, especially for the observance of the technical specification according to the Annex 1 hereof and specification of the approved DOVID design, functionality for the purpose described herein and in the Annex 1 hereof and for the quantity of the Sheets specified in the partial contract.
2. Under warranty for quality of the Sheets, the Contractor undertakes that it shall for the duration of the warranty period be capable of performance for the contracted purpose, otherwise to the usual purpose and that it shall maintain the contracted, otherwise usual properties. The Contractor will rectify any defects and/or faulty services within the warranty period following written notice of the defect on the part from the Client.

3. Quality warranty covers the Sheet as long the Sheets are not laminated, the life expectancy of the Sheets is 12 months and shall start on the day of the acceptance of the relevant delivery. The Contractor warrants visibility especially diffractive effect and functionality of the DOVID after the lamination process to eID card for 10 year. Termination of the Agreement does not release from its warranty obligations of the Sheets delivered to the Client prior the date of termination of the Agreement.
4. A defect is any condition when the quality, quantity or workmanship of the supplied Sheets does not comply with the conditions specified in the specifications of the required Sheets and DOVID according to this Agreement and the technical specifications stipulated in the Annex 1 and the Annex 4 hereof; especially, the Sheets are defective if not delivered in time, in the agreed type, quantity and quality.
5. During the First Delivery both Parties shall jointly approve Sheet samples specified in the Annex 4 hereof, for a Defect catalogue which will be used as the basis for evaluation of possible claim. The Defect catalogue will be agreed between the Contractor and the Client. Both Parties are obligated to notify each other about any discovery of defects. If a new defect not described in the Defect catalogue is discovered, new samples for the Defect catalogue shall be taken in agreement between the Parties and added to the catalogue and will be used to evaluate future deliveries (Quality tests defined in the Annex 4 hereof). The Contractor`s quality warranty shall apply for the first time to all deliveries starting from the mutual agreement respectively determination of the approved Sheet samples.
6. The Contractor shall not be liable for damages caused by defect caused by havoc, mechanic failure by the Client or the third party (unless they are subcontractors), unsuitable stocking or by using for the function unusual for Sheets. Standard conditions of use and storage conditions are given in the **Annex 5** hereof.
7. The Contractor's quality warranty applies provided that applicable technological and storage conditions specified in the Annex 5 have been complied with.
8. The notice of the defect of the Sheets should be sent by the Client to the Contractor's e-mail address: **[The Contractor to add its e-mail address]**. Necessary defect protocol shall be produced and signed by authorized representative of the Client which shall be attached with photographs demonstrating the relevant defects.
9. The Client is entitled to claim defects of the subject of this Agreement at any time during the warranty period, provided that requirements specified in paragraph 6 of this Article have been observed. Defect claims will be settled by delivering new defect-free Sheets or possibly by financial compensation, whatever the Client prefers.
10. Defects of the Sheets apparent during the handover process pursuant to the Article IV hereof (in particular damaged seals or damaged packaging) must be reported by the Client to the Contractor without any undue delay. Furthermore the Client shall state in the shipping documents of the shipping company that a damage is suspected or noticed and the extent of such damage.
11. Hidden defects of the Sheets not apparent during the handover process pursuant to the Article IV hereof, respectively defects that appear during the warranty period shall be notified to the Contractor immediately after their discovery. In such scenario, the Contractor is obligated to deliver a replacement order free of any defects or financially compensate the defective Sheets within the period of 30 days following the submission

of the written claim, i. e. sending of the notice of the defects discovered by the Client to the Contractor.

12. Should defects be discovered in one delivery due to the test method defined under the Annex 4 hereof, the Client is entitled to return the entire delivery which exceeded limits allowed by the test method defined under the Annex 4 hereof, back to the Contractor. The Client is entitled to require delivery of additional Sheets free of any defects equal to the number of returned Sheets within a time period of 30 days following the day when the written claim was submitted.
13. The Client is entitled to claim defects of the DOVID even if it has been already laminated and applied on eID (plastic) cards. Claim submitted according to this article shall be processed collectively once within 6 months based on a written notice of the Client. Nevertheless, the Client is, after detecting a defect of the DOVID, obliged to inform the Contractor immediately, in order to avoid any further production or shipments having the same defects. Deadline to satisfy and process these claims has been established at 30 calendar days and shall begin on the day when the Client submits the claim. The Contractor may deliver a new defect-free elements together with the next delivery of Sheets ordered by the Client by the purchase order. The Contractor is allowed to perform analysis of the claimed elements, but he may do so only at the facility of the Client due to existence of personal data on the relevant eID card. In such scenario, defects of the DOVID will be settled by delivering a new defect-free elements or possibly through a financial compensation, whatever the Client prefers.
14. In the event that defects of the DOVID in the sense of the previous paragraph of this Article will be discovered to the extent appropriate to 1000 elements and more, the Client is entitled to submit the claim immediately (not only once within 6 months) and demand the settlement of the claim within a time period of 30 days following the day when the written claim was submitted.
15. Should Sheet or DOVID's defects be discovered after the eID card is manufactured the Client is entitled (in addition to rights specified above) to claim reimbursement for manufacturing cost spent by the Client to manufacture eID card and he may do so in the following way:
  - a) the Contractor shall reimburse the Client for direct manufacturing cost spent to manufacture the body with a contactless chip of the eID card in the amount of EUR 1,31 (exclusive of VAT) for one eID card with a contactless chip provided that the card was not personalized (no personal information on it) at the time when the defect was discovered or
  - b) the Contractor shall reimburse the Client for direct manufacturing cost spent to manufacture the body of the eID card with the contact and contactless chip in the amount of EUR 4,41 (exclusive of VAT) for one eID card, provided that the card was already personalized (personal information already on the card) at the time when defect was discovered.

The foregoing reimbursement shall be the sole remedy of the Client for Sheets defects be discovered after the eID card is manufactured and any and all further claims of the Client against the Contractor shall be excluded with the exception of the claim under the paragraph 13 of this Article. The reimbursement is due in 30 calendar days from the delivery of the reimbursement bill to the Contractor.

16. Lodging a claim under liability for defects of the Sheets or quality warranty shall not affect the Client's entitlement to the agreed contractual penalty and damage compensation.
17. The Contractor shall conduct all activities necessary or associated with claiming of defects and replacement of the Sheets or financial compensation on its own at its own expense within Client's working hours and in cooperation with Client in order not to endanger or not to limit the Client's activities by its activities.

## **X. PENALTIES**

1. In the case of the Contractor's delay with the production of DOVID design origination and/or MasterHologram compared to the deadlines specified in the Annex 2 hereof, the Contractor shall pay to the Client a contractual penalty of EUR 1.000, for each started day of such delay.
2. In the case of the Contractor's delay with the delivery of the Sheets within the deadline according to individual partial contracts, the Contractor shall pay to the Client a contractual penalty of 0,5 % of the Price of the Sheets or a portion thereof (exclusive of VAT), to which the Contractor's default applies, for each started day of such delay. The contractual penalty shall not in each case of a delay exceed 20 % of the price of the late delivery of the Sheets.
3. Should the Contractor violate its obligation to eliminate the defects in the Sheets or defect of DOVID by delivering the new or the missing Sheets or payment of the financial compensation or reimbursement within the terms stipulated in Article IX hereof, the Client is entitled to demand the contractual penalty amounting to 0,5 % of the Price of the defected Sheets (exclusive of VAT), the elimination of which is delayed by the Contractor for each started day of such delay. The contractual penalty shall not in each case of a delay exceed 20% of the price of the Sheets delivered with defects (late delivery).
4. Should either Party violate its obligations as per Article XI of this Agreement in a demonstrable manner, the aggrieved Party is entitled to charge the contractual penalty amounting to EUR 12,000 for every violation or failure to meet such contractual obligation to the other Party. The burden of proof lies on the Party claiming that an obligation has been breached.
5. Should the Contractor violate its obligations as per Article VII, paragraph 2 or 3 hereof in a demonstrable manner, the Client is entitled to charge the contractual penalty amounting to EUR 40,000 for every violation or failure to meet such contractual obligation to the Contractor.
6. Should the Contractor violate its obligation as per Article VII paragraph 9 (d) hereof or its obligation in Article XV paragraph 4 hereof, the Client is entitled to charge the contractual penalty of 100 EUR for each started day such a violation, i.e. delay.
7. Payment of the contractual penalty does not release the Party from its duty to perform the obligations imposed on the basis of this Agreement and the respective partial contract.

8. Claiming the contractual penalty is without prejudice to the right to compensation of any damage suffered in the extent defined herein.
9. The contractual penalty is due in 30 calendar days as of the date of delivery of the contractual penalty billing to the other Party.

## **XI. 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 Agreement and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof ) and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the "General Data Protection Regulation", or "GDPR") and the Act No. 110/2019 Coll., on Personal Data Protection, they shall take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse. The Parties are obliged to acquaint their employees, or subcontractors with the rules of handling and processing of personal data according to GDPR and relating legislation are responsible for any non-compliance or violation of these rules,
5. In this regard, the Parties undertake:
  - a) Not to disclose confidential information to any third party;
  - b) Ensure that the confidential information is not disclosed to third parties;
  - c) Secure the data in any form, including their copies, which include confidential information, against third party abuse and loss.
6. The obligation to protect confidential information does not apply to the following cases:
  - a) The respective Party proves that the given information is available to the public without this



availability being caused by the same Party;

b) If the Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;

c) If the Party obtains a written approval from the other party to disclose the information further;

d) If the law or a binding decision of the respective public authority requires the information to be disclosed;

e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.

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

a) Return all the non-public information which was handed over to it in a “material form” (especially in writing or electronically) and any other materials containing or implying the non-public information;

b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;

c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;

d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Agreement.

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

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction upon request of the other Party in writing.

9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.

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 Agreement is terminated or expires. The confidentiality commitment shall pass on to any potential successors of the Parties.

## **XII. LIABILITY AND FORCE MAJEURE**

1. Liability conditions abide by the Civil Code. Neither Party limits its liability for death or personal injury caused by its negligence or the negligence of its employees. Neither Party shall be, liable to the other Party for any indirect, special, consequential or incidental damages of whatsoever kind or nature arising out of or in connection with this Agreement, including but not limited to any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by the victim Party or any third party

resulting from a defect, an incident, the failure of the Sheets in accordance with the terms of this Agreement. This exemption of liability only applies if the other Party was advised of the possibility of such damages.

2. The foregoing shall not affect the Client's right to claim compensation against the Contractor for damages suffered by the Client arising directly from the performance, bad performance or non-performance of the Contractor's duties and/or obligations under this Agreement, provided however that the total liability of the Contractor in connection therewith shall not exceed 20 % of the total value for the estimated indicative volume of Sheets that can be ordered over this Agreement duration, determined as the product of the unit price of the Sheets and the estimated indicative total volume of Sheets within the meaning of Article V paragraph 1 of the Agreement (excluding VAT)..
3. In no case shall the Contractor be liable for any damages resulting from or arising out of any illegal and/or fraudulent use of the Sheets by the Client, any third party or the end-user.
4. For the purposes of this Agreement, "force majeure" means an extraordinary and unavoidable event beyond the control of the Party which invokes it, which it could not have foreseen when concluding this Agreement and which prevents it from fulfilling its obligations under this Agreement. Such events may include, but are not limited to: natural disasters, wars, revolutions, large-scale fires, earthquakes, floods, traffic embargoes, general strikes and strikes of the entire industry, if they affect the Contractor and affect its performance under this Agreement. Errors or omissions on the part of the Contractor, failures in energy supply and production, local and company strikes, etc. shall not be considered a force majeure circumstance. Force majeure is not a failure of the subcontractor, unless it occurs for the reasons stated above.
5. The Parties are aware of the existence of the pandemic Coronavir (COVID-19) at the time of the conclusion of this Agreement and the Contractor declares that at the time of concluding this Agreement this pandemic does not prevent the fulfillment of its obligations under this Agreement.
6. If it is clear that as a result of the events referred to in paragraphs 4 above, the Contractor will not be able to complete the work or fulfill another obligation within the agreed period, then it shall immediately notify the Client. The Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of the work under this Agreement.
7. If either Party is unable to perform its contractual obligations by reason of force majeure, the 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 Agreement if more than three months have elapsed since the occurrence of force majeure preventing performance and the defective condition persists.
8. If a case of force majeure arises, the Party claiming force majeure shall provide the other Party with documents relating to that case.
9. The Parties agree that, for the existence of the circumstances precluding liability, does not affect the arrangements for contractual penalties i.e the contractual obligation to pay the contractual penalty is not affected by the circumstances excluding liability.

### **XIII. APPLICABLE LAW AND RESOLUTION OF DISPUTES**

1. This 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 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 Agreement is the general court according to the Client's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, known as the Vienna Convention, is excluded by this Agreement.

### **XIV. TERM OF THE AGREEMENT**

1. The present Agreement comes into force on the day it is signed by both Parties and taking effect once it is published in the Register of Contracts.
2. This Agreement has been entered into for a definite period of time, specifically until 31.12. 2026.
3. This Agreement shall terminate
  - a) with the lapse of the agreed-upon term of the Contract;
  - b) fulfilment of the Financial limit in the sense of the Article II paragraph 8 of this Agreement;
  - c) by a written agreement between the Parties;
  - d) by a written notice of termination by either Party;
  - e) by withdrawal from this Agreement subject to the terms and conditions given below in the event of a substantial breach hereof by either Party.
4. The Parties have agreed that substantial breach of the Agreement shall particularly be:
  - a) a failure to meet the technical specification of the Sheets; (for example but not only) non-compliance with the parameters as Technical drawing approved by the Client, no compliance with Makrofol® ID foils order to maintain compatibility with the lamination process in production of the Client, or any other cases of non-compliance with the requirements in the Annex 1 hereof;
  - b) delay with the production of DOVID design origination and/or MasterHologram compared to the deadlines specified in the Annex 2;

- c) recurring, at minimum second, delay on the part of the Contractor in the delivery of the Sheets according to a partial contract for a period exceeding 7 working days;
- d) breach of the any obligation stated in Article VII paragraph 2, 3, 5, 6 or 7 hereof by the Contractor;
- e) the Contractor's statements referred to the Article VI paragraph 15 or 16 of this Contract prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in Article VI paragraph 15 or 16 within the specified period, or the Contractor enters to liquidation or proceedings are conducted in relation to the Contractor proceedings pursuant to Insolvency Act;
- f) breach of any obligation stated in Article VII paragraph 10, 12, 13, 14, 15 or 16 hereof by the Contractor.
- g) breach of any obligation stated in Article XV paragraph 3 hereof by the Contractor;
- h) breach of any obligation stated in Article II paragraph 3, 4 or 5 hereof by the Contractor.

Other cases as per this Agreement.

- 5. The withdrawal from this Agreement shall take effect on the day of a written notice of withdrawal delivery to the other Party. The notice of withdrawal must be sent by registered mail/data box or to the address of other the Party's registered office. Withdrawal from this Agreement does not terminate the contractual relationship from the outset and the Parties retain any performance provided for each other up to termination hereof.
- 6. The Parties are entitled to terminate this Agreement at any time, even without stating a reason. The notice period is 6 months, commencing on the first day of the calendar month following delivery of the written notice of termination to the other Party. The notice must be sent by registered mail. The Parties hereby agree that their obligations pursuant hereto shall apply until the end of the notice period.
- 7. Termination of this 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 Agreement is terminated.
- 8. A partial contract expires:
  - a) if such termination is agreed upon by both Parties hereto;
  - b) by the Client's withdrawal due to a substantial violation of the partial contract by the Contractor, whereas such violation mainly means when the Contractor is in default in delivering the Sheets under the partial contract for more than 4 calendar weeks.

## **XV. FINAL PROVISIONS**

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties, unless otherwise stipulated in the Agreement.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Contractor hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Client in a reliable and verifiable manner learns that the Contractor violated or violate Rights, and the Client despite a prior written notice of the Contractor continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIV paragraph 4 (g) and following hereof.
4. The Contractor further declares that, within the performance of this Public Contract, it will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which this Public Contract is performed (including the employee's right to a minimum wage). For the purposes of checking this arrangement, the Contractor is required in the first calendar month in each calendar year of the duration of this Agreement, to submit to Client an affidavit of compliance with this obligation in the previous calendar year.
5. The Parties hereby declare that no verbal arrangement, contract or proceedings on the part of any of the Parties exists, which would negatively influence the exercise of any rights and duties according to this Agreement. At the same time, the Parties confirm by their signatures that all the assurances and documents hereunder are true, valid and legally enforceable.
6. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.
7. The Parties agree that in accordance with Section 219(1)(d) of PPA, this Agreement shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act). The Client shall arrange for the publication. Performance of the subject of this Agreement completed prior to the effective date of this Agreement shall be considered the performance under this Agreement, whereas the related rights and obligations shall be governed by this Agreement.
8. The Agreement is drawn up in the English in two copies with the validity of the original from which each of the Parties will receive one copy.

9. The Parties represent and warrant that they have read this Agreement and accept its contents, in witness whereof they attach their signatures.
10. The following Annexes forms an integral part of this Agreement:
- Annex No. 1: Technical Specification
  - Annex No. 2: Time schedule
  - Annex No. 3: Acceptance Protocol template
  - Annex No. 4: Specification of quality inspection
  - Annex No. 5: Standard conditions of use and storage conditions **[to be submitted by the Contractor in the Contractor's tender]**
  - Annex No. 6: Security instructions
  - Annex No. 7: Security audit

In Prague, date [.]

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

For the Client:

For the Contractor:

---

**Tomáš Hebelka, MSc**

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

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

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

**[the Contractor to add its name]**

# **Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)**

## **Technical specification**

ANNEX 1 to the Agreement for supply of security elements for Czech  
electronic ID cards  
No. 029/OS/2021 (hereinafter referred to only as “Agreement”)

### **1 Subject of the order**

Diffractive optically variable image device (hereinafter the “DOVID”) for the Czech biometric identification card (hereinafter the “eID card”).

Subject of performance:

1. Design (to be approved by the Client in terms of compliance with the requirements of the Client)
2. Masterhologram (to be approved by the Client in terms of compliance with the requirements of the Client)
3. Polycarbonate foil with security element DOVID and printed marks (the first 200 Pilot Sheets will be approved by the Client and then AQL acceptance according to standard ISO 2859-1, which will be done for each delivery of the material)

The Client requirements for DOVID:

1. Mainly transparent (i.e. HRI element) supplemented by a metallic element made from aluminium. The metallic element must work as a supplementary element to the main HRI element. It must to be placed out of the personalized area and can be made just by contours or also be filled out. The metallic element will occupy a minimal percentage of the area of overall designed design.
2. Laser engravable in the photo area and other places of personalized data.

## 2 Requirements for Design

The Client requires that the design of DOVID should be inspired by Symbols of the Czech Republic (e.g. leaves of linden trees, the coat of arms or Czech Crown Jewels) and can be supplemented by other features. There are various possibilities for the final shape of the element. DOVID must include a first level, second level and a third level of the security features (further requirements in table no. 1 below). The Client is also open to the possibility of incorporating features other than those stated below, if the given level and minimum quantity or security features shall be fulfilled.

<i>Security level</i>	<i>Minimum quantity of type of security features which shall be used in DOVID</i>	<i>Example of possible security elements (The Client is also open to use some special or new features in the given security levels)</i>
Overt features (1 <sup>st</sup> level) Verifying the authenticity of DOVID visually with the naked eye, without any equipment.	6	3D effect, kinetic, achromatic, switch effect, matte effect
Covert features (2 <sup>nd</sup> level) Security features that require simple tools to verify them e.g. magnifying glass.	4	Hidden feature, negative and positive microtext, microlenses
Forensic features (3 <sup>rd</sup> level) Recognizable only with special knowledge and specialized equipment e.g. microscope.	2	Nanotext, nanoimage

Security level 1 and 2 are of primary interest for control authorities.

Tab. no. 1: Number of required security features in individual levels.



*The Client does not state any individual business names of the security elements thereby not violating any intellectual rights of any supplier, or favouring any business solution. Only general names of security features and examples are stated.*

The eID card shall comply with the requirements set out in the Regulation (EU) 2019/1157 of the European Parliament and of the Council of 20 June 2019. Regarding this regulation DOVID shall be used on the front of the eID card with advanced design and features, including an enhanced diffractive element for advanced machine verification.

The minimum size of DOVID: min 25 x min 35 mm; maximum is not specified (full coverage of eID card is also possible)

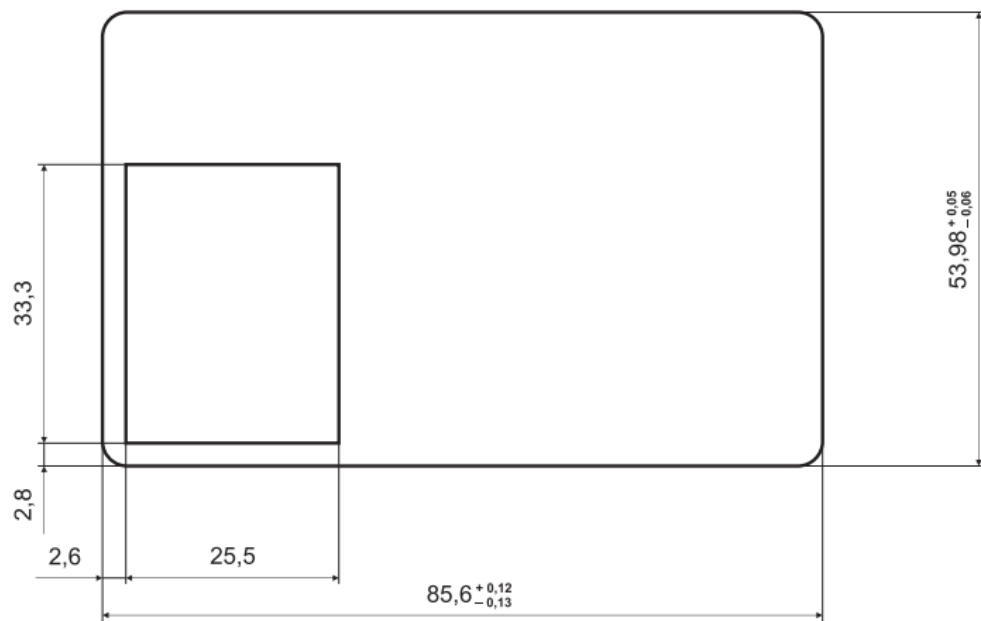
The location of DOVID on the eID card:  
must partly cover the photo area and personalized data.  
Final position will be fitted according to the final submitted size and design.

The design of the new eID card (printing and personalized data including):

*Pic. no. 1: Design of the new Czech eID card*



Photo size and position on the eID card:



*Pic. no. 2: Position of photo on the eID card*

#### **TECHNICAL DRAWING:**

The Contracting authority provides the Contractor with the layout of the PC sheet, positions of eID cards, and registration marks (see the Attachment No. 1). After the approval of the design the Contractor will prepare the Technical drawing (which will also include parameters, positions and application tolerance of DOVIDs) and will then submit it for approval to the Contracting authority. The Technical drawing approved by the Client pursuant to Article IV paragraph 5 of the Agreement will be the Attachment No. 2 of this Technical specification.

### **3 Application**

The DOVID must be applied on a Sheet of polycarbonate foil (not in reel) and must be resistant to the hot lamination process. It must also be resistant to delamination and copying. The sheet of polycarbonate foil must contain the printed black registration marks according to Attachment No. 1.

Foil specification:

Transparent polycarbonate foil, thickness 100  $\mu\text{m}$ , laser engravable.

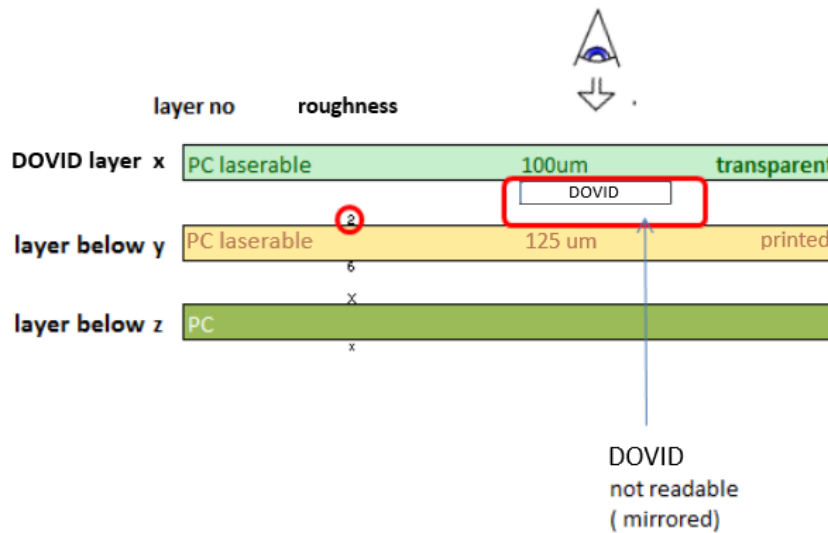
The eID card is composed of Makrofol® ID foils only.

Therefore, the polycarbonate foil containing DOVID must be compatible with Makrofol® ID foils from the company Covestro in order to maintain compatibility with the lamination process in production, complying with conditions of the Contracting Authority.

The polycarbonate foil containing DOVID must be prepared to endure machine cleaning against impurities. THE CLIENT uses sheet machines from TEKNEK company.

Sheet size: 295 x 330 mm  
 Number of positions on the sheet: 15 positions on the sheet  
 Positioning on the sheet: layout in the Attachment no. 1  
 Application position tolerance: ± 1 mm in x and y axis (tolerance of the center of the DOVID to the right registration mark, closer to the reference corner, marked in the layout)

Orientation on the PC sheet: mirrored Position in the eID card construction:  
 front side of the eID card,  
 inner side of the overlay layer (see picture no.3),  
 will be attached to the smoother side of the printed layer (roughness 2)



Pic. no. 3: Card construction

## 4 Packaging

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

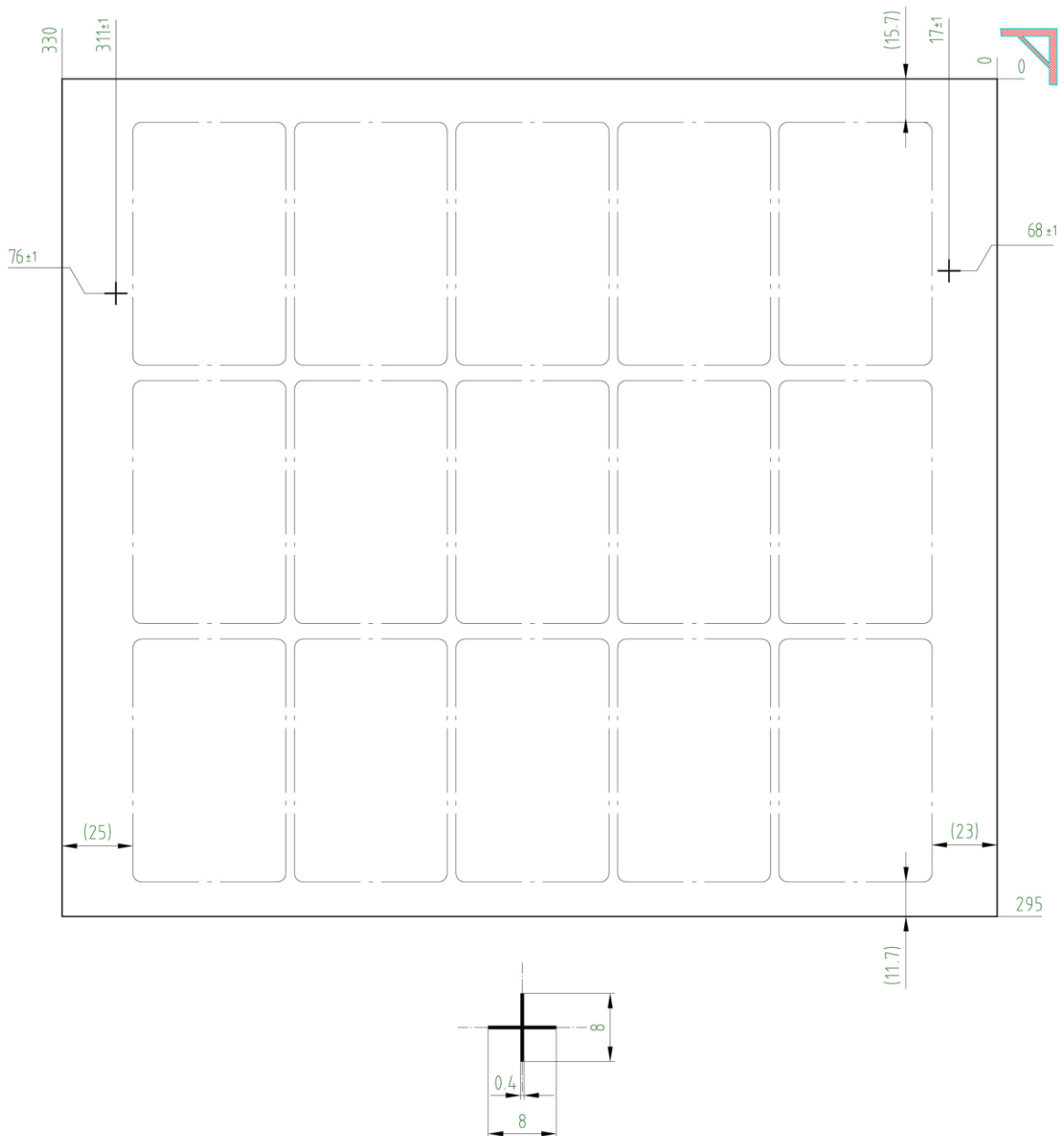
## 5 Storage Conditions

Acceptable storage conditions:  
 Temperature range of 10 to 25°C with a maximum relative humidity of 60%.

The duration of the transport conditions **is not** to exceed a maximum of 12 days. The material **is not** to be exposed to direct sunlight.

## 6 Attachments

No.	Description
1	THE CLIENT_TS_Attachment No.1_ Sheets layout_registration_marks
2	Technical drawing approved by the Client ( Article IV paragraph 5 of the Agreement)



**Innovation of Diffractive Optically Variable Image Device for  
Electronic ID Cards (eID card)**

**TIME SCHEDULE**

**ANNEX 2 to the Agreement for supply of security elements for Czech  
electronic ID cards  
No. 029/OS/2020 (hereinafter referred to only as “Agreement”)**

<b><i>Specification of the phase</i></b>	<b><i>Term of performance/ of delivery</i></b>
Design preparation	<b>20 working days</b> from the signing of the Agreement
Technical Drawing preparation	<b>5 working days</b> from the Design approval by the Contracting Authority
Production of MasterHologram	<b>20 working days</b> from the Design approval by the Contracting Authority
Pilot sheets production	<b>30 working days</b> from the MasterHologram approval by the Contracting Authority.
First Delivery (min. 20 000 pcs of Sheets)	<b>60 working days</b> from the purchase order (the purchase order will not be sent to Contractor before Pilot Sheets approval)
Second and other Deliveries	<b>60 working days</b> from the date of sending the purchase order

## Acceptance Protocol template

ANNEX 3 to the Agreement for supply of security elements for Czech electronic ID cards

No. 029/OS/2021 (hereinafter referred to only as “Agreement”)

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### Production of DOVID design and MasterHologram

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

**Contractor:**   
with its registered office   
registered  administered by   
Comp. Reg. No.: 

The Contracting Parties confirm that:

- a. the DOVID design has been submitted by the Contractor and approved by the Client;
- b. the MasterHologram manufactured according to the approved DOVID design has been approved by the Client;
- c. Technical drawing approved by the Client according to Art. IV paragraph 5 of the Agreement.
- d. the Production of DOVID design and MasterHologram has been performed within the scope defined in Annex 1 to the Agreement;
- e. the part of the subject of the Agreement specified in the Article II, paragraph 1 letter a) of the Agreement has been accepted.
- f. the Contractor is entitled to invoice the price for the price of production of DOVID design and MasterHologram and DOVID licences in accordance with Article VI, paragraph 2 and 3 of the Agreement.

**NOTES:**



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

In Prague, on [REDACTED]

On behalf of the Client:

STÁTNÍ TISKÁRNA CENIN, státní podnik

name

[REDACTED]

title

[REDACTED]

On behalf of the Contractor:

[REDACTED]

name

[REDACTED]

title

[REDACTED]

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# **Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card)**

Specification of quality inspection

ANNEX 4 to the Agreement for supply of security elements for  
Czech electronic ID cards  
No. 029/OS/2021 (hereinafter refer to only as the “Agreement”)



## Contents

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## General description

The technical specification of the security element for the Czech eID card is included in Annex No. 1 of the Agreement. The security element is placed on 100 microns polycarbonate Sheets, with 15 positions on one PC Sheet of 295x330 mm. The position tolerance of the security element is  $\pm 1$  mm in x and y axis (tolerance of the center of the DOVID to the right registration mark, closer to the reference Sheet corner).

Deliveries of the foils with the security element cannot start before the approval of the design, the MasterHologram and Pilot Sheets by the Contracting Authority.

## Nominal, Limit and Quality Samples

For the purpose of this Annex No. 4 the terms “Nominal Sample”, “Limit Sample” and “Quality Sample” shall have the following meaning:

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

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

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

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

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

Table of Limit values:

No.	Evaluated parameter	Method of evaluation	Limit value of acceptability
1	Sheet size	Measuring device	must correspond to the Technical drawing*
2	Position of DOVIDS and registration marks on the sheet	Measuring device	15 ± 0 pcs of DOVID on the sheet, must correspond to the Technical drawing
3	Partly or fully missing DOVID	Visually with the naked eye/machine reading	Not acceptable
4	Contamination	Visually with the naked eye /machine reading (evaluated on non laminated sheet)	No impurities in the photo area are acceptable. Impurities in the rest of the card: max 1 loose particle ≤ 1 mm <sup>2</sup> for each sheet.
5	Negative flaking**	Visually with the naked eye /machine reading	≤ 0.1 mm
6	Positive flaking ***	Visually with the naked eye /machine reading	≥ 0.2 mm
7	Optical defects	Visually with the naked eye /machine reading	Single defects ≤ 0.5 mm <sup>2</sup> , no optical defects in the photo area are acceptable

\*Technical Drawing is included in Technical specification - Annex No. 1 of the Agreement

\*\* Negative flaking – missing parts of the applied Diffractive Optically Variable Image Device in relation to the defined shape

\*\*\* Positive flaking – parts of the applied Diffractive Optically Variable Image Device, which is over the defined shape

The Measuring device is a transparent control film with printed sheet edges, register marks, DOVID positions, and DOVID application tolerance according the Technical Drawing approved by the Contracting Authority pursuant to Article IV paragraph 5 of the Agreement. The measuring device will be made by the Contractor and provided to the Contracting Authority before the first delivery.

### Defects and Defects catalogue

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

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

## Quality requirements

According to the Tender documentation the Contractor must before the signing the Agreement provide the evidence of the quality test of his product at least: the resistance to climatic conditions (temperature and humidity aging) and test of resistance to light. References to test parameters are listed in the table below, parameters specified in more detail in the mentioned standards. A more detailed specification of this requirement is specified in the Tender documentation.

No	Test	Standards	Parameters	Method of evaluation
1.	Resistance to climatic conditions (Temperature and humidity aging)	ISO 24789-2	Refers to the article 5.7 of ISO 24789-2	When comparing the tested cards to the non-aged cards with the naked eye, the cards shall not show any defects
2.	Resistance to light aging	ISO/IEC 7810:2019 ISO 105 - B02:2014	Refers to the article 5.2 of ISO 105-B02	When comparing the tested cards to the non-aged cards with the naked eye, the cards shall not show any defects

After the first delivery, the Contracting Authority will produce test cards, which will be used for the quality tests according to ISO/IEC 7810 and ISO/IEC 10 373-1, in the accredited laboratory to get a certificate of quality for the eID cards.

## Acceptance of deliveries and test procedures

### Outgoing Inspection Contractor

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

As proof that the delivered products have been duly tested and declared to meet all stated parameters, the Contractor will fill the Certificate of Conformance and send it to the Contracting Authority with each production batch.

### Incoming control at the Contracting Authority.

The Contracting Authority shall ensure that the Control Numbers and labels attached to the packages remain unaltered and undamaged.

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

### **3.3 Procedure for defects**

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

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

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

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

**Certificate of Conformance**

Date ..... Our reference .....  
Your contact ..... Direct tel. ....  
E-Mail ..... Direct fax .....  
  
E-Mail to: .....

Project:  
Batch number:  
Batch size:  
Inspection level:       Normal test method, test level II

Defect classification	Defect description/Test method	AQL	Limit values	Test results
Critical	Amount of patches per Sheet	0.025	15 ± 0 pcs	
Main	Negative Flaking	0.65	≤ 0.1 mm	
	Positive Flaking		≥ 0.2 mm	
	Dimension Product		According to Technical drawing	
	Application Tolerances		± 1 mm	
	Lamination Test		Limit sample	
	Contamination		Max 1 loose particle ≤ 1 mm <sup>2</sup> each sheet, no impurities in the photo area	
	Optical Defects		Single defects ≤ 0.5 mm <sup>2</sup> , no optical defects in the photo area	

\*Control of a polycarbonate sheet with an applied diffractive element according to the ISO 2859-1, acceptance plan AQL for each delivery control.

**Note:**

**Acceptance:**

**Controlled by:**

Name

Signature

# **Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)**

## **SECURITY INSTRUCTIONS for Production of DOVID design and MasterHologram**

ANNEX 6 to the Agreement for supply of security elements for Czech  
electronic ID cards

No. 029/OS/2021(hereinafter referred to only as “Agreement”)

1. During the performance of this Agreement (regarding Production of DOVID design and MasterHologram), the Contractor is required to comply with the currently valid and effective security regulations relating 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 performer; including international agreements on mutual protection of classified information.
2. The Contractor 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 Contractor was seated in the Czech Republic, the subparagraph 2 shall be omitted** on the exchange and mutual protection of classified information.
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 Contractor shall:
  - a. appoint an officer to be responsible for overseeing security measures in connection with subject of this 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 obtaining 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 Agreement or involved in activities pursuant to this Agreement is properly safeguarded;

- e. limit copying of any classified materials (including documents) entrusted to the Contractor by a prior consent of the Client, as the originator of the classified documents;
  - f. supply, at the request of the relevant national security authority, 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 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 Client'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 Client'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 Client, and to place the subcontractor under appropriate security obligations which in no case less stringent than those provided for this 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 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 Contractor 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 Client.
  8. The transport / return of classified documents to the Client must be carried out in accordance with the requirements set by the relevant national security authority.

# Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)

SECURITY AUDIT  
for Production of DOVID design and MasterHologram

ANNEX 7 to the Agreement for supply of security elements for Czech  
electronic ID cards  
No. 029/OS/2021(hereinafter referred to only as “Agreement”)

(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 the Agreement, i.e.:

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

## 2. Determination of Parties

For the purposes of this document, the general designations of the Contracting Parties are used, where STÁTNÍ TISKÁRNA CENIN, státní podnik, Business ID: 0001279 is designated as the Contracting authority, and the Contractor as any entity, which shall be providing the performance of the subject matter of the Agreement (i.e. including also the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design) 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 the Agreement with the selected Contractor within the tender procedure, and at least 30 days in advance in subsequent Security Audits, i.e. audits carried out after the signing of the Agreement.

**7. Minimum requirements to be subject to Security Audit:**

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

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

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

No	Requirement	Further description on manner of fulfilling the requirement
01	A risk assessment and risk management document must be prepared and regularly updated	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have a risk analysis prepared and regularly updated (at least once a year), including the determination of the management of these risks to the extent of at least the ISO 14298 standard - point 4.4.</p> <p>The document must meet:</p> <ol style="list-style-type: none"> <li>(1) Requirements according to ISO 27001, or</li> <li>(2) must contain at least the following parts: <ul style="list-style-type: none"> <li>• risk identification</li> <li>• risk analysis</li> <li>• risk evaluation</li> <li>• risk mitigation</li> <li>• risk management (resp. its mitigation)</li> <li>• risk monitoring and review</li> </ul> </li> </ol> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of specific written documentation containing a risk analysis, including the management of these risks, which demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>
02	A system of regular safety inspections of the Contractor's subcontractors, who supply him with input safety material for the production and finalization of products, must be set up and implemented	<p><b><u>Minimum level to fulfil the requirement:</u></b> The Contractor is obliged to have set up and implemented a system of regular (at least once in a period of 3 years) security inspections of its subcontractors, who supply it with input security material for the production and finalization of products. For the purposes of this security audit, any control of a subcontractor that verifies compliance with the requirements of min. in the scope of points 1-12 according to this document shall be considered as the security inspection, while the form of such an inspection must be a security audit in personal / physical or remote form, or verification of the holding of ISO 14298 or CWA 15 374 certificates.</p> <p>The scope and manner of performing these security inspections may differ from the above stated minimal requirements if this different procedure is in accordance</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>with the Contractor's risk analysis (i.e. the document according to requirement 01 in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> 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><b><u>Minimum level to fulfil the requirement:</u></b> 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"> <li>• Names of parties to the agreement,</li> <li>• Definition of what constitutes confidential information,</li> <li>• Prohibiting any exclusion from confidentiality (except for legal and other generally binding obligations to publication of information)</li> <li>• Relevant time period,</li> <li>• Fines and sanctions in the appropriate amount according to the risk analysis</li> </ul> <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><b><u>Manner of fulfilling in case of physical audit:</u></b></p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>Submission of specific written documentation containing the settings of the required system (i.e. especially the internal documentation of the Contractor), including documentation of min. 1 sample in the sense of proving the conclusion of a specific agreement on confidentiality with a subcontractor meeting the above requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> 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><b><u>Minimum level to fulfil the requirement:</u></b> 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><b><u>Manner of fulfilling in case of physical audit:</u></b> 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</p>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>proving the implementation of the given processes and rules meeting the given documentation.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> 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><b><u>Minimum level to fulfil the requirement:</u></b> 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><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> 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</p>

No	Requirement	Further description on manner of fulfilling the requirement
		identified deficiencies, if relevant, and the current program / plan of internal audits, if it is prepared.
06	The so-called Business Continuity Plan of the Contractor must be prepared	<p><b><u>Minimum level to fulfil the requirement:</u></b>            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> <p>(1) the requirements of the standard according to ISO 22301, or            (2) must contain at least the following parts:</p> <ul style="list-style-type: none"> <li>• Risk and threat analysis</li> <li>• Business impact analysis</li> <li>• Crisis measures and organizational guidelines to keep the organization in crisis</li> <li>• Plans and measures to maintain continuity</li> <li>• Scenarios, plans and measures for recovery of operation</li> <li>• Techniques for quality assurance, preventive measures such as maintenance, exercises, audits</li> <li>• Contact information for members of management (especially crisis)</li> <li>• Instructions for employees in the event of a crisis</li> <li>• Allocation of people, tools, and other resources</li> </ul> <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><b><u>Manner of fulfilling in case of physical audit:</u></b>            Submission of specific documentation demonstrating compliance with the above minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b>            Submission of specific documentation that demonstrates compliance with the above minimum requirements in the form of remote access or display on a shared screen.</p>

No	Requirement	Further description on manner of fulfilling the requirement
07	<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><b><u>Minimum level to fulfil the requirement:</u></b>  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"> <li>- CCTV must be recorded and must monitor the entire production area and perimeter without blind spots.</li> <li>- ACS must be installed at least at all entrances to the production premises.</li> <li>- IDS must fully cover at least all production premises, production preparation and storage premises.</li> <li>- FS is not mandatory if this fact is stated in the "Fire safety solution" or a similar document.</li> </ul> <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><b><u>Manner of fulfilling in case of physical audit:</u></b>  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><b><u>Manner of fulfilling in case of remote audit:</u></b>  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,</p>

No	Requirement	Further description on manner of fulfilling the requirement
		which will document compliance with the minimum requirements).
08	Space must be designated for loading and unloading goods and materials	<p><b><u>Minimum level to fulfil the requirement:</u></b> 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><b><u>Manner of fulfilling in case of physical audit:</u></b> Physical inspection of the space, submission of the document "Description of physical and logical perimeter, or" Security project "or the directive" Physical protection "or similar documents describing the security of loading / unloading areas that demonstrate compliance with the above minimum requirements, the documentation must include photographs of the installed technologies that will document compliance with the minimum requirements.</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b> 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><b><u>Minimum level to fulfil the requirement:</u></b> 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,</p>



No	Requirement	Further description on manner of fulfilling the requirement
		<p>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><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> Submission of a document "Description of the physical and logical perimeter, or a document" Security project "or a directive" Physical protection "or similar documents describing the state of physical security demonstrating compliance with the above minimum requirements, by remote access or display on a shared screen. The Contractor must submit photographs of the security of the building, which will document the fulfilment of the minimum requirements, and in the case of an external entity, the Contractor must document the concluded valid contract on ensuring physical security between the Contractor and the external entity.</p>
10	A key management must be implemented	<p><b><u>Minimum level to fulfil the requirement:</u></b> 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>

No	Requirement	Further description on manner of fulfilling the requirement
		<p>The scope and manner of fulfilling of these requirements may differ from the above stated minimal requirements may differ from the above if this different procedure is in line with the Contractor's risk analysis (i.e. the requirement 01 document in this document).</p> <p><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> 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><b><u>Minimum level to fulfil the requirement:</u></b> 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><b><u>Manner of fulfilling in case of physical audit:</u></b> 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><b><u>Manner of fulfilling in case of remote audit:</u></b> 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</p>

No	Requirement	Further description on manner of fulfilling the requirement
		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><b><u>Minimum level to fulfil the requirement:</u></b>  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><b><u>Manner of fulfilling in case of physical audit:</u></b>  Submission of specific written documentation proving compliance with the requirement (i.e. especially personnel records).</p> <p><b><u>Manner of fulfilling in case of remote audit:</u></b>  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>

<b>TENDER COVER SHEET</b>	
<b>Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended</b>	
<b>Title:</b>	<b>“Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)“</b>
<b>Key identification data</b>	
<b>Contracting authority</b>	
Name:	<b>STÁTNÍ TISKÁRNA CENIN, státní podnik</b>
Registered office:	Prague 1, Růžová 6, House No. 943, Postal Code 110 00
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Mgr. Zuzana Šenoldová
E-mail:	<a href="mailto:senoldova.zuzana@stc.cz">senoldova.zuzana@stc.cz</a>
<b>Contractor</b>	
Name:	.....
Registered office:	.....
Correspondence address:	.....
Company Reg. No., Tax Reg. No.:	.....
Tel.:	.....
E-mail:	.....
Person competent to act on behalf of the Contractor:	.....
Contact person:	.....
Tel.:	.....
E-mail:	.....
Small or medium-sized enterprise	<b>YES / NO</b>

## AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

Public Contract Name:

### “Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)”

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

#### 1) BASIC CAPACITY

As a person authorized to act in the name of or for the above Contractor, hereby declare on my honour that the above mentioned Contractor meets the basic capacity requirement within the meaning of Section 74 (1) of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “Act”), since the Contractor:

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement. Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.  
Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity must also comply with this requirement.  
If the tender is being submitted by a branch of a Czech legal entity, then the given legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor and the manager of the branch must also comply with this requirement.
- b) does not have payable tax arrears in the Czech Republic or in the country of participant’s registered office, including the excise duty.
- c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant’s registered office.
- d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant’s registered office.
- e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant’s registered office.

## LIST OF MAJOR SUPPLIES

Public Contract Name:

**“Innovation of Diffractive Optically Variable Image Device for  
Electronic ID Cards (eID card) (reissue)”**

<b>Name of Contractor (incl. legal form):</b>		
<b>Registered office:</b>		
<b>Reg. No.:</b>		

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

Name of the contractor who provided the performance:	
Name of the client the contract was performed for:	
Period of performance:	
Scope of performance (subject):	
Client's contact person with whom the information may be verified (name, business telephone number and email)	

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

**AFFIDAVIT ON SECURITY REQUIREMENTS**

Public Contract Name:

**„Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)“**

<b>Name of Contractor (incl. legal form):</b>		
<b>Registered office:</b>		
<b>Reg. No.:</b>		

(hereinafter **“the Contractor”**)

As a person authorized to act in the name of or for the Contractor, I hereby solemnly declare that the Contractor meets the technical qualification requirement, pursuant to Art. 9.4.2 the requirements **regarding the implemented security processes to ensure the production security integrity (transport incl.) within the performance of the subject matter of the public contract (including the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design (as defined in the Draft Contract)) in the minimal level of the “ISO 14298 Management of security printing processes” or “CWA 15374 Security management system for suppliers to the security printing industry”, respectively requirements 1-12 stated in the Annex no. 7 of the Draft Contract, whereas all the requirements stated there arise from requirements of ISO 14298 and CWA 15374 and shall be interpreted in the meaning of ISO 14298 and CWA 15374.**

**LIST OF SUBCONTRACTORS**

Public Contract Name:

**“Innovation of Diffractive Optically Variable Image Device for Electronic ID Cards (eID card) (reissue)”**

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

(hereinafter “the Contractor”)

**1) As required by the Contracting Authority in the Tender Documentation, please find enclosed below a list of subcontractors we will use when performing the subject of the Public Contract.**

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

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

Directly involved in the preparation or production of the MasterHologram or any product that is the carrier of the DOVID design (as defined in the Draft Contract): **YES/NO**

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

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

X

**2) As a tenderer under the aforementioned tender procedure, we hereby solemnly declare that we do not intend to assign any part of the public contract to any subcontractor.<sup>3</sup>**

<sup>3</sup> 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.



## Evaluation Model

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

Item	Quantity	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Total price in EUR excl. VAT
Price for the performance according to the Art. II (1) (a) and (b) of the Draft Contract including licenses fees for the use of DOVID design and Masterhologram in EUR excl. VAT (in accordance with the Art. V (1) (a) of the Draft Contract)	1	piece	- €	- €
Price per unit of 1 piece of of Sheet in the sense of performance according to the Article II (1) (c) and (d) of the Draft Contract in EUR excl. VAT (in accordance with the Art. V (1) (b) of the Draft Contract)	360 200	piece	- €	- €

<b>Total Tender Price in EUR excl. VAT (for purposes of evaluation)</b>	<b>- €</b>
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## MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

The selected supplier (i.e. the winner of the tender procedure) shall submit before the contract conclusion qualification documents either issued as electronic originals, or they have to be converted from paper originals to electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed.

Regarding the basic capacity the following documents shall be submit before the contract conclusion.

Please note that the Contracting Authority does not bare any responsibility if there is a trouble or complication within the process of applying for these documents based on the given forms. the following options are not the only ways, but there are mostly used and verified.

Other useful sources of information are at the following websites:

<https://ec.europa.eu/tools/ecertis/#/search> (for all suppliers)

[http://www.isvz.cz/ISVZ/SKD/ISVZ\\_SKD\\_text.aspx](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 Act<sup>4</sup>: 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/](https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu/)

Regarding the clearance of the legal entity anybody may ask for the clearance at the Czech Points. No identification of the applicant is required.

Note that administrative fee of at least 100 CZK shall be paid.

<sup>4</sup> Please find the English version of the Act under this link: <https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134-2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf> . Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

[https://www.czechpoint.cz/public/accord\\_posts/vypis-z-rejstriku-trestu-pravnicke-osoby/](https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu-pravnicke-osoby/)

## **(2) Tax and Social Confirmations**

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

+

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

**Both of these requirements/documents shall be proved:**

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

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

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

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

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

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

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

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

### **Contact address of Czech authorities for foreigner suppliers:**

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

Address: Štěpánská 28, 112 33 Praha 1

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

Phone: +420 224 041 157, Mrs. Pokorna,

Email: [dagmar.pokorna@fs.mfcr.cz](mailto:dagmar.pokorna@fs.mfcr.cz)

Note that administrative fee of 100 CZK shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

### **Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8**

(Prague Social Security Office, local office Prague 8),

Address: Trojská 1997/13a, 182 00 Praha 8,

<http://www.cssz.cz/cz/kontakty/krajska-a-okresni-pracoviste/praha/prazska-sprava-socialniho-zabezpeceni.htm>,

Phone: +420 283 104 543, Mrs Klozová

Email: [jitka.klozova@cssz.cz](mailto:jitka.klozova@cssz.cz)

No fee shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

### **Contact address of Czech authorities for domestic suppliers:**

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

### **(3) Commercial Register**

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

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

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

Annexes:

Annex 1a – Form financial\_CZE

Annex 1b – Form financial\_ENG

Annex 2a – Form social\_CZE

Annex 2b – Form social\_ENG

**ANNEX 1a (Form\_financial\_CZE)**

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

[nebo jiný místně příslušný finanční úřad]

V \_\_\_\_\_ dne \_\_\_\_\_

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

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

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

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

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

Email: \_\_\_\_\_

Telefon: \_\_\_\_\_

Přílohy:

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

“Signature”

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

**ANNEX 1b (Form\_financial\_ENG)**

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

[or different locally competent Tax Authority Office]

In \_\_\_\_\_ date \_\_\_\_\_

Application for a certificate of non-existence of tax arrears

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

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

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

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

Email: \_\_\_\_\_

Phone : \_\_\_\_\_

Annexes:

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

*"Signature"*

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

*"Name of your company"*

**ANNEX 2a (Form\_social\_CZE)**

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

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V \_\_\_\_\_ dne \_\_\_\_\_

Žádost o vystavení potvrzení o bezdlužnosti

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

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

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

Email: \_\_\_\_\_  
Telefon: \_\_\_\_\_

Přílohy:

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

“Signature”

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

**ANNEX 2b (Form\_social\_ENG)**

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

[or different locally competent Social Security Office]

In \_\_\_\_\_ date \_\_\_\_\_

Application for a certificate of indebtedness

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

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

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

Email: \_\_\_\_\_

Phone : \_\_\_\_\_

Annexes:

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

**"Signature"**

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

**"Name of your company"**