

Státní tiskárna cenin, s. p.

Registered Office: Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Registered in the Commercial Register administered by the Municipal Court in Prague,
section ALX, file 296

Represented by:

Tomáš Hebelka, MSc, Chief Executive Officer

Státní tiskárna cenin, s. p. holds ISO 14298 (Management of Security Printing Processes), ISO 27001 (Information Security Management), ISO 9001 (Quality Management), ISO 14001 (Environmental Management), ISO 45001 (Health and Safety Management Standard – HSE)

Tender Documentation

(hereinafter “TD”)

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

Production and delivery of STARCOS 3.74 eIDAS C3 dual interface chip modules and Inlays with antenna //

Výroba a dodávky duálních čipových modulů STARCOS 3.74 eIDAS C3 a předlaminátů s anténou

(hereinafter “Public Contract”)

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

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

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

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

2. COMMENCEMENT OF THE TENDER PROCEDURE

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

3. SUBJECT OF THE PUBLIC CONTRACT

3.1. The subject matter of the Public Contract is the Contractor's obligation to supply to Contracting Authority chip modules and Inlays with antenna used for the production of smart cards with the profile for První certifikační autorita, a. s. (First Certification Authority, a. s.) and its customers as outlined below:

- a) **STARCOS 3.74 eIDAS C3 dual interface chip modules for the encapsulation and inlays with antenna according to the technical specifications contained in Annex 1 and 2 of this Contract** in following variable configuration:
 - aa.) with initialization table based on STARCOS 3.7, with unique ATR (I.CA), or
 - ab.) with initialization table created through a specific profile. This profile will be concretized by the Contracting Authority in partial written orders (e.g. eIDAS or different one)
- b) **STARCOS 3.74 eIDAS C3 dual interface chip modules for the encapsulation according to the technical specifications contained in Annex 1 and 2 of this Contract** in following variable configuration:

- ba.) with initialization table based on STARCOS 3.7, with unique ATR (I.CA), or
- bb.) with initialization table created through a specific profile. This profile will be concretized by the Contracting Authority in partial written orders (e.g. eIDAS or different one)

(hereinafter referred separately to as the “**chip modules**” and/or “**subject of performance**” or “**goods**”)

- 3.2.** An integral part of the subject of performance is also a provision of the technical support by the Contractor, in case of technical problems in course of processing of the goods by the Contracting Authority.
- 3.3.** A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of the Public Contract are in the Annex 1a hereof (hereinafter the “**Draft Contract**”) and the Annex 1b hereof (hereinafter the “**Draft NDA**”) and are binding for Contractors in a full extent.
- 3.4.** 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.
- 3.5. Preliminary Market Consultations**

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

- **Giesecke+Devrient ePayments GmbH, Prinzregentenstr. 161, 81677 München, Germany**

and the Contracting Authority further states that all essential information that was the subject of the preliminary market consultation are marked as indicated above.

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

4. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV code	Subject of the public contract
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31731100-0	Modules
31712113-5	Cards containing integrated circuits
31712116-6	Microprocessors
31712114-2	Integrated electronic circuits

5. ESTIMATED VALUE OF THE PUBLIC CONTRACT

The estimated value of this Public Contract is **1 500 000,- EUR**.

6. REQUIREMENTS FOR VARIANT SOLUTIONS

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

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

- 7.1. The Contractor shall, as part of its tender, fill in its unit prices in **EUR** in Annex No. 4 to this TD ("Evaluation Model"), in accordance with all the requirements of the Contracting Authority and in the structure required by this Annex.
- 7.2. The Contractor's unit tender prices shall be multiplied by the estimated off-take quantity set out in Annex 4 to this TD. These resulting totals will be further added together to form the total tender price to be evaluated. The same price will be included by the Contracting Authority in Article V (2) of the Draft Contract as part of the finalisation of the contract prior to its conclusion with the selected supplier.
(hereinafter referred to as the "**tender price**").
- 7.3. The Contracting Authority states that the estimated quantities given in Annex 4 to this TD are not binding on either the Contracting Authority or the Contractor and are for the purpose of evaluating tenders only.
- 7.4. The tender prices shall be specified as the maximum acceptable price, including all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.
- 7.5. The Contracting Authority requests that the participants would stipulate their tender prices with a precision of two decimal places.
- 7.6. The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 7.7. The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; the Contracting Authority does not permit a zero price.

8. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

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

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

9. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

9.1. Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in July 2024.**

9.2. Period of Performance:

- **binding delivery terms are determined in Art. III and IV of the Draft Contract,**
- **term of the Draft Contract is determined in the Art. XII (2) of the Draft Contract.**

10. QUALIFICATION REQUIREMENTS

10.1. Compliance with the qualification requirements

The qualification requirements are deemed to be met by a Contractor that demonstrates compliance with:

- the basic capacity within the meaning of Section 74 and Section 75 of the Act,
- the professional capacity according to Section 77 of the Act,
- the technical qualification requirement according to Section 79 of the Act.

In accordance with the provision of Section 86(2) of the Act, for purpose of tender submitting, the Contractor may substitute the submission of the documents regarding the basic capacity in pursuant to Sec. 74 of the Act with a statutory declaration. The Contractor may use the sample affidavit stated in Annex 2 to this TD (Tender Cover Sheet). Before signing the contract, the selected supplier is obliged to submit the individual documents required for the basic capacity according to Sec. 75 of the Act.

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

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

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

10.2. Basic Capacity

10.2.1. A Contractor shall not be considered qualified if:

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

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

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

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

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

The Contractor shall demonstrate compliance with the basic capacity in

relation to the Czech Republic as the country of their registered office by submitting:

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

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

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

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

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

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

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

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

The Contracting Authority attaches a manual for obtaining documents regarding Basic Capacity (Annex No. 5 hereof).

10.3. Professional capacity

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

10.4. Demonstrating qualification requirements obtained abroad

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

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

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

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

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

- a) documentary proof of compliance with the professional capacity pursuant to Section 77(1) of the Act (Commercial Register) through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,
- c) documentary proof of compliance by (that) other entity with the full capacity pursuant to Section 74(1) of the Act,
- d) contract or a confirmation of its existence signed by other entity, the content of which is an undertaking by another entity to provide the services and supplies required for the performance of the public contract or to provide any items or rights at the disposal of the Contractor when the latter performs the contract, at least within the scope the other entity has proved compliance with the qualification requirements on behalf of the Contractor.

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

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

10.6. Proving compliance with the qualification requirements for joint tenders

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

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

10.7. Changes in qualifications

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

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

10.8. Special methods of submitting proof of qualifications

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

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

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

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

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

10.9. Requirement to specify subcontractors

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

In their tender, the participant shall present a list of subcontractors along with information on the parts of this public contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the financial amount dedicated to the public contract (Annex 3 to this TD).

If the participant does not want to subcontract any part of the public procurement project, they are liable to submit an affidavit stating this as part of their tender (Annex 3 to this TD).

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

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

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

11. EVALUATION CRITERIA, METHOD OF EVALUATION

11.1. Evaluation Criteria

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

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

Evaluation sub-criterion	Weight in %

A	Total tender price in EUR excl. VAT in accordance with the Annex 4 hereof	100%
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- **Sub-criterion A: Total tender price in EUR excl. VAT in accordance with the Annex 4 hereof**

Under this sub-criterion, the Contractor will submit the tender price prepared in accordance with the Annex 4 hereof (hereinafter the “**Total tender price**”).

The Contracting Authority notifies the Contractor that the quantity specified in Annex No. 4 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 it will actually purchase the stated quantity from the selected Contractor.

11.3. Method of evaluation

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

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

12. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

12.1. The payment and business terms and conditions are specified in the binding Draft Contract and Draft NDA. **The Draft Contract and Draft NDA are binding upon the Contractor.**

12.2. The Contractor **shall not submit** the Draft Contract nor the Draft NDA in the tender. **The Draft Contract and the Draft NDA shall be completed prior to conclusion of the contracts with the selected supplier and the Contracting Authority. However, the Contractor shall be required to submit a written affidavit in the tender stating that it fully and unconditionally accepts the Draft Contract and the Draft NDA and to provide the information required for the completion of the Draft Contract prior to its signing by both parties in the scope of Annex 2 of this TD.** The Contractor is obliged to submit an affidavit of this fact as part of his tender (Annex No. 2 of this TD).

13. PUBLICATION OF THE TD

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

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

- 14.1. Pursuant to Section 98(3) of the Act, the Contractor is entitled to request from the Contracting Authority clarification hereof via the data box of the Contracting Authority, electronically by e-mail to: senoldova.zuzana@stc.cz or via electronic instrument.
- 14.2. The Contracting Authority shall publish the written clarification hereof including the accurate wording of the inquiry without the inquiring Contractor's identification but with potential related documents within 3 business days from receipt of the Contractor's inquiry, at the Contracting Authority 's profile / electronic instrument.
- 14.3. The Contracting Authority may also provide written clarification of this TD to the participants without a prior request.
- 14.4. To comply with the principle of equal treatment of all participants, the potential clarifications, amendments or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority 's profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.**
- 14.5. The Contracting Authority hereby emphasises that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public procurement processes and conformity certification, in communication by means of an **electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument.**
- 14.6. The Contracting Authority further emphasises that in compliance with Section 211(6) of the Act, in communication by means of a **data box** a document shall be deemed **delivered at the moment of its delivery to the data box of the addressee.**
- 14.7. **The Contracting Authority hereby invites the Contractor to send any prospective reservations to the Draft Contract or any other tender conditions via the procedure stated in this Article, i.e., in writing before the deadline for tender submission stated in Art. 18.1 hereof. That would provide the Contracting Authority possibility to assess the reservation and chose the corresponding course of action (to refuse the suggestion or partially or completely accept it and perhaps extend adequately the time limit for the submissions of tender if needed).**

15. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

15.1. This TD is binding for Contractors.

15.2. Legal form

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

15.3. Conflict of Interests

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

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

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

Especially in connection with:

- Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's action destabilising the situation in Ukraine, pursuant to Council Regulation (EU) No. 2022/576 of 8 April 2022;
- and Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended, Council Regulation (EU) No. 208/2014 of 5 March 2014, concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, as amended, Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus, as amended, including the current annexes of all these regulations;

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

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

16.1. Beneficial Owners

16.1.1. Participant who is a Czech legal entity

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

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

16.1.2. Participant who is a foreign legal entity

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

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

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

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

16.2. Reliability of domestic VAT payers

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

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

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

16.3. Bank Confirmation on the Bank Account

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

16.4. Insurance Contract

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

17. TENDER SUBMISSION CONDITIONS

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

17.4. All parts of the tender must be clearly legible. No part of the tender shall contain any corrections or overwriting that could mislead the Contracting Authority.

18. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

18.1. The deadline for the tender submission shall end on 18.07.2024 in 09:00 AM.

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

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

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

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

- a document proving the subjectivity of the organization (e.g. an extract from the business register, certificate of incorporation or another similar document),
- a power of attorney to act on behalf of the organization (if you are a statutory representative, you do not need a power of attorney);
- an electronic signature based on a qualified certificate (for the electronic method of Contractor verification).

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

- **The process of registration including identity verification may take up to several days.**
- The PC system requirements necessary for proper tender submission are available at: <http://www.ezak.cz/faq/pozadavky-na-system>.

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

18.4. The Contracting Authority recommends using the following order:

- **Content of the Tender**
- **Tender Cover Sheet (Annex 2 to this TD)**
 - **Affidavit on Basic Capacity**
 - **Affidavit on Conflict of Interests**
 - **Affidavit on Applied Sanctions**
 - **Affidavit on Acceptance of the Draft Contract and the Draft NDA**
- **Document proving the fulfilment of the qualification requirements, arranged in the following order:**
 - **professional capacity,**
- **List of Subcontractors (Annex No. 3 to this TD).**
- **Completed Evaluation Model (Annex No. 4 to this TD).**

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

19. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event and will take place without undue delay after deadline for submission of tenders. If a participant requests this in writing after the end of the deadline for tender’s submission, the Contracting Authority shall, within 5 working days of receipt of such a request, send to all participants or publish on the Contracting Authority’s profile the tender data corresponding to the numerical evaluation criteria, without identifying data of the participants, according to Sec. 109 (3) of the Act.

20. OTHER PROVISIONS

- 20.1.** The Contracting Authority shall not reimburse the Contractors for any costs incurred in connection with their participation in the tender.
- 20.2.** After conclusion of the Contract with the selected Contractor, the Contracting Authority shall, pursuant to the relevant provisions of Section 219 of the Act, publish the wording of the Contract with the selected Contractor, including any amendments and schedules thereto, on the Contracting Authority’s profile and in the Register of Contracts.

20.3. By submission of the tender, the Contractor acknowledges that the Contracting Authority, as the obligated entity under Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain Contracts, publishing of such Contracts and on the register of Contracts (Act on Register of Contracts), is obligated after conclusion of the Contract with a selected Contractor to publish this Contract in the Register of Contracts. Publication of the Contract in the Register of Contracts is an obligatory condition for the Contract effectiveness. The Contracting Authority warns that some rights and obligations under the Contract, respectively, related periods, may be tied to such publication.

20.4. The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the Contractors in their tenders before making the final decision on the selection of the best tender.

20.5. The tenders or individual parts of the tenders submitted by the Contractors or excluded Contractors shall not be returned.

21. ANNEXES

- Annex 1a – Draft Contract
- Annex 1b - Draft NDA
- Annex 2 – Tender Cover Sheet
- Annex 3 – List of Subcontractors
- Annex 4 – Evaluation Model
- Annex 5 – Manual for obtaining documents regarding Basic Capacity

Prague, dated *as per the electronic signature*

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

CONTRACT OF DELIVERY

registered by the Buyer under No. 054/OS/2024

(hereinafter referred to as "this Contract")

made pursuant to the provision of Section 25 and Section 56 et seq. of the Act No. 134/2016 Sb., on public procurement, as amended (hereinafter referred to as the "PPA") and pursuant to Section 1746 (2) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

by and between:

Státní tiskárna cenin, s.p

with its registered office at, Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX, Insert 296

Business ID: 00001279

Tax Identification No.: CZ00001279

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

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

Account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as the "Buyer")

and

[shall be added before the conclusion of the Contract in accordance with the offer]

with its registered office at [redacted]

entered in the Commercial Register administered by [redacted]

Business ID: [redacted]

Tax Identification No.: [redacted]

Represented by: [redacted]

Bank details: [redacted]

Account number: [redacted]

IBAN: [redacted]

SWIFT: [redacted]

(hereinafter the "Seller")

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

Representatives authorized to negotiate in contractual and economic matters:

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

On behalf of the Seller: [shall be added before the conclusion of the Contract in accordance with the offer]

Representatives authorized to negotiate in factual and technical matters:

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

Mgr. Kristýna Brožová, Purchasing and Logistics Department
e-mail: Brozova.Kristyna@stc.cz
tel. + 420 236 031 221

On behalf of the Seller:

[shall be added before the conclusion of the Contract in accordance with the offer]

e-mail: [•]

tel.: [•]

I. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of an over-threshold open tender procedure within the meaning of Section 56 et seq. of the PPA, which is entitled "**Production and delivery of STARCOS 3.74 eIDAS C3 dual interface chip modules and Inlays with antenna**" (hereinafter referred to as the "tender procedure"), with the Seller that meets all tender conditions, and the tender of which was selected as economically the most advantageous. The basis for this Contract is also the Seller's tender for the tender procedure submitted on [shall be added before the conclusion of the Contract in accordance with the offer], the content of which is known to the Parties (hereinafter referred to as the "Tender").
2. When interpreting the content of this Contract, the Parties are obliged to consider the tender conditions and the purpose related to the tender procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the tender documentation to the tender procedure (hereinafter referred to as the "**Tender Documentation**").
3. This Contract regulates the method for conclusion of individual partial contracts - orders, conditions for execution of individual deliveries on the part of the Seller, as well as other rights and obligations of the Parties related to the realisation of the individual partial contract - orders concluded hereunder.

II. SUBJECT MATTER OF THE CONTRACT

2. Under this Contract the Seller undertakes to supply to Buyer chip modules and Inlays with antenna used for the production of smart cards with the profile for První certifikační autorita, a. s. (First Certification Authority, a. s.) and its customers as outlined below:
 - a) **STARCOS 3.74 eIDAS C3 dual interface chip modules for the encapsulation and inlays with antenna according to the technical specifications contained in Annex 1 and 2 of this Contract** in following variable configuration:
 - aa.) with initialization table based on STARCOS 3.7, with unique ATR (I.CA), or
 - ab.) with initialization table created through a specific profile. This profile will be concretized by the Buyer in partial written orders (e.g. eIDAS or different one)
 - b) **STARCOS 3.74 eIDAS C3 dual interface chip modules for the encapsulation according to the technical specifications contained in Annex 1 and 2 of this Contract** in following variable configuration:
 - ba.) with initialization table based on STARCOS 3.7, with unique ATR (I.CA), or
 - bb.) with initialization table created through a specific profile. This profile will be concretized by the Buyer in partial written orders (e.g. eIDAS or different one)

(hereinafter referred separately to as the “chip modules” and/or “subject of performance” or “goods”). *PMC

3. An integral part of the subject of performance is also a provision of technical support by the Seller, in case of technical problems in the course of processing of the goods by the Buyer.
4. The Seller shall be obliged to inform in writing the representative of the Buyer authorised to negotiate factual and technical matters at least 12 months before planned termination of production of chip modules in version 3.7 or in case of a change in the specifications of the chip, its encapsulation or a change in the shape of the contact surface.* PMC
5. The Buyer undertakes to accept the goods, duly delivered as regards the required quantity, type and quality of the goods as provided for in this Contract, and pay for the goods the price specified under Article V hereof.
6. This contract is made subject to a financial limit 1 500 000 EUR without VAT, i.e. the maximum amount of remuneration that the Buyer may provide to the Seller for the goods delivered under this contract (hereinafter referred to as the "Financial Limit").

III. ORDERS

1. Partial deliveries of the subject of performance will be realised according to the needs of the Buyer on the basis of the Buyer's written orders that are proposals to conclude a partial contract (hereinafter the “partial order” or “order”) and Seller's confirmation of these partial orders, which constitutes acceptance of the proposal to conclude a partial contract.
2. A partial order shall as a minimum requirement contain the following essentials:
 - a) identification data of the Seller and the Buyer;
 - b) definition of the goods and detailed goods specifications according to Art. II par. 1 hereof, including the quantity of the goods to be delivered;
 - c) other requirements for the goods;
 - d) detailed delivery conditions, especially the delivery term and place of delivery;
 - e) designation of the person placing the order, authorised to act on behalf of the Buyer.In case of any doubt the Seller is obliged to ask for additional information from the Buyer. If he did not, it shall be deemed that the instruction was sufficient for the Seller and the Seller may not exempt from responsibility for this reason for non-fulfilment or faulty performance of partial delivery.
3. The representative of the Buyer authorized to negotiate factual and technical matters shall submit to the representative of the Seller authorized to negotiate factual and technical matters at the e-mail address: **shall be added before the conclusion of the Contract in accordance with the offer** a non-binding forecast for goods by Article II paragraph 1 a) hereby purchase for a period of following 12 calendar months from the conclusion of this Contract (hereinafter as “**Non-Binding Year-Long Forecast**”) and the first Non-Binding Year-Long Forecast shall be provided in the period of **10 working days** as of the conclusion of this Contract.

The Non-Binding Year-Long Forecast shall be submitted by the representative of the Buyer authorized to negotiate factual and technical matters every succeeding year the same way as of the date of conclusion of this Contract but latest by July 15th of each year.

The representative of the Buyer authorized to negotiate factual and technical matters shall submit to the representative of the Seller authorized to negotiate factual and technical matters at the e-mail address: **shall be added before the conclusion of the Contract in accordance with the offer** a binding forecast for purchase of goods for a period of immediately following 6 calendar months as of the providing of the forecast (hereinafter as “**Binding Six-Months-Long Forecast**”), which further specifies the Non-Binding Year-Long Forecast with a binding effect, the first Binding Six-Months-Long Forecast to be provided within the period of **10 working days** after conclusion of this Contract. The representative of the Buyer authorized to negotiate factual and technical matters may bring the Binding Six-Months-Long Forecast up to date anytime later, thus the Binding Six-Months-Long Forecast may be confirmed continuously with a binding effect. The Binding Six-Months-Long

Forecast shall be submitted by the representative of the Buyer authorized to negotiate factual and technical matters at least once per quarter.

The Non-Binding Year-Long Forecast and the Binding Six-Months-Long Forecast have to be prepared detailing the total number of goods forecasted to be purchased within the given period.

4. Each partial delivery shall contain the quantity of defect-free goods specified in the Buyer's order with an accepted tolerance of +/- 3 % of defect-free goods. In excess of this quantity, each partial delivery may contain defective chips, but these must be marked with punch-through, defective prelamines must be marked by a sticker with "red circle". Any defective goods will not be invoiced.
* **PMC**
5. The partial order shall be delivered to the Seller at the e-mail address:
[shall be added before the conclusion of the Contract in accordance with the offer]
6. The Seller is obliged by return to confirm acceptance of such a partial order to the Buyer in writing at the Buyer's e-mail address purchasing@stc.cz or to the e-Mail address from the person who sent the order at the latest within 5 working days after its receipt, otherwise the Seller shall be liable to the Buyer for any damage resulting from the failure to confirm such order.
7. The periods for fulfilment of the second and subsequent partial deliveries (but not for the first delivery of chip modules), are maximum 6 calendar weeks, provided the relevant delivery was included by the Buyer in the forecast provided to the Seller in terms of Art. III paragraph 4 above. In case a partial order was not contained in the corresponding Binding Six-Months-Long Forecast, the period for fulfilment of such partial delivery is maximum 24 calendar weeks. The first delivery of chip modules shall take place within 4 weeks after order placement, provided the chip modules have already been certified. The period shall be given in the partial order and commence on the date on which the partial order was published in the Register of Contracts in terms of paragraph 11 below; whereby the Buyer shall publish the order no later than the next working day after the written confirmation of the relevant order by the Seller. ***PMC**
8. Within the boundaries of the contract the Parties agree that the Seller will respect the supplies of the goods as requested, however this is without prejudice to the agreement referred to acceptance tolerance in the sense in paragraph 5 of this Article hereof.
9. The Seller undertakes in the fulfilment of any purchase order to act in accordance with the Tender.
10. Individual partial orders fulfilling the conditions for publication in the Register of Contracts take effect once they are published in the Register of Contracts. Other individual partial orders take effect on the day it is confirmed by Seller.

IV. DELIVERY PLACE **OF PERFORMANCE** AND DELIVERY CONDITIONS

1. The Seller is obliged to deliver the goods to the Buyer's production plant at the address:
Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic. Transport of the subject of performance to the place of performance shall be done by the Seller via a contractual carrier at its own risk and cost in compliance with DAP delivery terms according to INCOTERMS 2020.
2. The Seller undertakes to provide the subject of performance for transportation and subsequent storage in a manner, which is usual for this type of the subject of performance in trade, to ensure the preservation, protection and quality of the subject of performance. Each consignment delivered shall be duly marked with the subject of performance, manufacturer and weight.
3. Each delivery of the subject of performance shall be provided with a delivery note, which shall be confirmed by both Parties upon handover and takeover of the subject of performance. The delivery note serves as protocol of handover and takeover of the subject of performance.
4. The delivery note shall contain the following data:
 - a) Seller's and Buyer's identification data;
 - b) delivery note number and date of issue;

- c) order number;
 - d) position/serial number;
 - e) contract number (if specified in the order);
 - f) material code according to IS in STC format (if stated in the order);
 - g) quantity of items delivered and the unit of measurement including designation of the number of defect-free items and defective items;
 - h) item name.
5. The subject of performance is delivered on the day when accepted by protocol, i.e. the date when the Buyer signs the delivery note.
 6. The Seller is obliged to notify the Buyer about the deadline for shipping of the subject of performance at the electronic address purchasing@stc.cz, at the latest 2 working days before the date of shipping from Seller's plant. If the Seller engages a carrier, who allows tracking the delivery status, the Seller shall send the Buyer also the bill of lading number.
 7. Delivery of the subject of performance is possible on business days from 06:00 to 14:00 hours, provided the Buyer does not stipulate in writing otherwise. Outside these hours, it is only possible to receive goods following a previous written agreement between the Seller and the Buyer's representative stated in the order.
 8. The performance of the Seller shall be considered as fulfilled if delivered duly and on time, i.e. free of any quantitative, qualitative or legal faults, including the accompanying written delivery documents. The Buyer is entitled to refuse to take over the goods if the goods have defects or are not supplied in the agreed type, quality, quantity, or at the agreed time, but only to the extent that the goods supplied exceed the tolerances provided for in Art. IV paragraph 9 below.
 9. The Seller is entitled to supply a larger quantity of goods than required by the Buyer in the relevant written order; however, in the event of such larger supply the quantity of supplied goods must not be more than 3% required, i.e. ordered quantity in the partial order. If the specified percentage tolerance is met, the goods are accepted in the entire delivered quantity.***PMC**
 10. Property title to the subject of performance supplied hereof passes to the Buyer upon acceptance, i.e. upon signature of the protocol of handover and acceptance of the subject of performance (delivery note) by the Buyer's authorised representative. The risk of damage to the supplied item shall also pass to the Buyer at the same moment.

V. PRICE

1. The price for deliveries of goods in **EUR excluding VAT** is determined on the basis of the realised performance according to a specific partial order and the unit price and its amount is directly dependent on the quantity of chips delivered to the Buyer.
2. The unit prices of goods are set with a differentiation for deliveries of the first 100,000 chips, regardless of whether they were delivered as part of the performance under Article II par. 1 (a) or as goods under Article II par. 1 (b) of this contract, i.e., to reach a total of 100,000 chips, the numbers of chips delivered as performance under Article II par. 1 (a) and performance under Article II par.1 (b) under this contract shall be taken in total sum together:

a) For deliveries of goods made until the number of 100,000 chips delivered to the Buyer in total under this Contract was reached, the unit prices of goods are as follows:

- aa) Goods according to the Article II par. 1 (a) hereof: 1 pc of STARCOS dual interface chip modules for the encapsulation **and (including) inlays with antenna** according to the technical specifications Annex 1 and 2 hereof is **shall be added before the conclusion of the Contract in accordance with the offer: EUR / piece**

ab) Goods according to the Article II par. 1 (b) hereof: 1 pc of STARCOS dual interface chip modules for the encapsulation (**without inlays with antenna**) according to Annex 1 and 2 is **shall be added before the conclusion of the Contract in accordance with the offer** **EUR / piece**

b) For deliveries of goods made after at the number of 100,000 chips delivered to the Buyer in total under this Contract was reached, the unit prices are as follows:

ba) Goods according to the Article II par. 1 (a) hereof: 1 pc of STARCOS dual interface chip modules for the encapsulation **and (including) inlays with antenna** according to the technical specifications Annex 1 and 2 hereof is **shall be added before the conclusion of the Contract in accordance with the offer** **EUR / piece**

bb) Goods according to the Article II par. 1 (b) hereof: 1 pc of STARCOS dual interface chip modules for the encapsulation (**without inlays with antenna**) according to Annex 1 and 2 is **shall be added before the conclusion of the Contract in accordance with the offer** **EUR / piece**

***PMC**

2. If the Seller is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
3. The prices according to the paragraph 1 of this Article are maximal and final and include all costs of the Seller for all associated costs and charges related to the production, delivery of the goods and the discharge of the Seller's obligations under DAP INCOTERMS 2020 (defined delivery terms, i.e. mainly including packaging, transport and delivery of the goods to the Buyer, insurance of the goods, costs associated with obtaining the documents, etc.).

VI. PAYMENT TERMS

1. The price shall be paid by the Buyer after proper delivery of the goods based on tax document - invoice (hereinafter referred to as the "invoice") issued by the Seller.
2. The Seller's right to issue an invoice for each delivery of the goods is established on the day of delivery, i.e., the date of signature of the delivery note by the Buyer's authorised person. The date of taxable supply is the date of documented handover and takeover of the performance, i.e. the date the Buyer signed the protocol of handover of the goods (delivery note). For the avoidance of any doubt, the Contracting Parties state that if the goods are delivered in several deliveries according to one partial order, a separate delivery note and a separate invoice will be issued for each such delivery.
3. In the case that a partial delivery contains chips of different unit prices, with respect to the method of differentiating unit prices described in Article V par.1 hereof, the Seller shall issue two invoices so that two different unit prices of chips are not given on one invoice. ***PMC**
4. An invoice shall contain all the prerequisites according to the applicable legal regulations and this Contract, at least:
 - a) Seller's and Buyer's identification data, including the business ID no. (IČO);
 - b) number of the respective order;
 - c) number of the respective delivery note;
 - d) contract number (if specified in the order);
 - e) code of the goods according to IS in STC format (if stated in the order);
 - f) number of invoiced faultless items and unit of measure;
 - g) unit price of the subject of performance;
 - h) total price of the subject of performance;

i) specification of the subject of performance.

5. The Seller shall issue a separate invoice for each delivery of goods.
6. The Buyer does not provide the Seller with any advance payments for the price.
7. The maturity period of any invoice duly issued by the Seller is 30 calendar days following its issuance date. The Seller is obliged to deliver the invoice to the Buyer to e-mail address podatelna@stc.cz. For the purposes of this Contract, an invoice shall be deemed paid once the respective amount has been posted to the Seller's financial account specified in the header of this Contract.
8. If an invoice issued by the Seller does not contain the necessary formalities or will contain incorrect or incomplete information, the Buyer is entitled to return the invoice to the Seller stating the reason for such return, without getting into arrears with payment. The new maturity period shall commence on the date of delivery of a duly corrected or supplemented invoice to the Buyer.
9. The Buyer shall pay the price in accordance with this Contract and the invoice to the Seller's account number specified on first page of this Contract. In the event of a change in the account number, an amendment to this Contract shall be concluded.
10. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (paragraphs 10 to 13 of this Article).
11. The Seller declares that in the moment of conclusion of this Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller also declares that in the moment of conclusion of this Contract there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of this Contract, the Seller's statements referred to in this paragraph prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of this Contract.
12. The Seller undertakes that the bank account designated by him for the payment of any obligation of the Buyer under This Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published pursuant to Section 98 VATA. In the case Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Seller undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA, notify this to Buyer along with the date on which this circumstance arose.
13. If surety for unpaid VAT arises for the Buyer according to Section 109 VATA on received taxable performance from Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled without the consent of Seller to exercise procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice issued by the given Seller to the competent revenue authority and do so according to Sections 109 and 109a VATA.
14. By payment of the VAT into the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of this

Contract. At the same time, Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.

[Before concluding the Contract, the VAT provision in Article V, VI hereof may be modified by the Contracting Authority regarding whether or not a selected supplier, i.e. the Seller is registered for VAT in the Czech Republic]

15. The Seller is not authorised, without prior consent of the Buyer, to set-off any of its claims against any of the Buyer's claims against the Seller or assign any of its rights or claims against the Buyer to a third party.
16. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial order or in connection with a lien in favour of a third party.

VII. LIABILITY FOR DEFECTS AND WARRANTY

1. Quality Warranty: The Subject of performance shall be free of any factual or legal defects. The Subject of performance has defects if it was not supplied in accordance with the agreed specifications provided in this Contract.
2. The Seller provides 24 months Quality Warranty to the Buyer as of the day of the invoice (hereinafter referred to only as the „warranty“ or also “warranty period”). The defect should be claimed within the warranty period provided, immediately after its discovery in writing upon notification of such defect. If the last day of the warranty period was Saturday, Sunday or a holiday, the defect is deemed to be claimed in time, if the notification was sent to the Seller the next business day.

With regard to the character of the subject of performance, the Buyer shall check the number of delivered goods within 5 (five) working days after receipt. Furthermore, the Buyer shall do an income inspection of the subject of performance latest during card production.

3. By granting the warranty, the Seller accepts the commitment that the delivered goods will be defect-free, thus during the warranty period it shall be eligible to the contracted purpose or customary purpose. The Buyer may claim defects in the delivered goods at any time during the warranty period. The Warranty shall apply in case the defects are discovered by the analysis performed by the Buyer and confirmed by the analysis performed by the Seller, which proves that the goods are defective due to a material default which is of the Seller's responsibility.
4. If an entire supply delivered by the Seller is defective, the Buyer shall claim the goods without undue delay after taking note of the defect.
5. Defects discovered within the processing shall be claimed by the Buyer without undue delay in writing to the Seller after the discovery. The Buyer shall always attach to the claim the defective goods as received or as processed to form a card, whichever is relevant. Personal data on the surface of the already personalised cards shall be removed prior to its handing over to the Seller or the Parties shall agree on a process to provide to the Seller the claimed defective goods already processed to form personalised cards (e.g. enable the Seller to analyse the defective goods in the premises of the Buyer).
6. The period for acceptance or rejection of complaints is 14 calendar days and commences on the date of claim of the defective goods to the Seller.
7. If the Seller after analysis review of the claimed defects confirms that the defects are covered by warranty, the claim shall be solved as follows:
 - a) repair or replace the faulty quantity of the subject of fulfilment in the following partial delivery; or by supply or replace of a (new or missing) subject of fulfilment, or
 - b) financial compensation.

The choice from the above-specified claims is the exclusive right of the Buyer.

8. The Seller shall be obliged to remove the defects by supply of (new or missing) goods in the period of 30 calendar days of the complaint acceptance in accordance with the paragraph 6 and 7 a) of this Article.
9. Making claim under liability for defects of the goods shall not affect the Buyer's entitlement to the agreed contractual fine and damages.
10. In the event that a chip is found to be defective after processing and where the defect is attributable to the Seller, the Seller is obliged apart from satisfying the claims of the Buyer from defective performance also to compensate the Buyer for costs demonstrably incurred in relation to the processing of the goods, or possibly also other costs or damage arising from the supply of the defective goods. This means in particular that in the event of acceptance of the claim of the defective goods after processing into a card the Seller compensates the defective chip and at the same time the Seller compensates direct costs of a body of the card as well.
11. The following additional provisions shall apply for the Buyer:
 - a) The conditions for storage must be clean and dry, so that the Products are not subjected to rapid fluctuations of temperature, radiation or moisture, vapor, chemicals or abnormal electrical influences or to continuous sunlight.
 - b) Storage temperature must be between +15 - +25, ambient relative humidity between 40% - 55% (not condensing).
 - c) The goods must not be subjected to undue mechanical stress (twisting, blows or bending), which may cause damage to the goods or the fixings or structures or the microchip component.
 - d) The goods must not be exposed to water or other solvents that may weaken the goods construction leave forensic traces or damage the microchip component.
 - e) The goods must not be connected to devices or systems for which the goods are not designed.

If the Buyer disregard these provisions, the Seller does not have to warrant as mentioned in Article VII.

VIII. SPECIAL PROVISIONS, OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. For the entire period of validity and effectiveness of this Contract, the Seller is obliged to maintain a valid liability insurance contract for damages caused to third parties for the minimum amount of EUR 100.000. At the request of the Buyer, the Seller is obliged to submit a proof of insurance (insurance certificate) proving the required insurance at any time, no later than 30 calendar days from the receipt of such a request by the Buyer.
2. The Seller is entitled to perform this Contract or part thereof through its subcontractor(s). In case the Seller uses a subcontractor within the meaning of the previous sentence,
 - a. the Seller remains responsible for fulfilment of the subject of this Contract as if he performed it itself,
 - b. is obliged to submit to the Buyer (Contracting Authority) the List of subcontractors according to the Tender Documentation and under the conditions specified in Tender Documentation,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Seller is obliged to notify such change to the Buyer without undue delay, but no later than within 10 working days of such change. The Seller is entitled to change qualifying subcontractors only if the Seller shall demonstrate evidence of which would suggest

that the new subcontractors meet the qualifications at least to the same extent as the original qualifying subcontractor.

- d. the Seller is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 45 days after receipt of payment from the Buyer for specific fulfilled partial order. Violation of the above-mentioned Seller's obligations is considered a material breach of the Contract, on the basis of which Buyer has the right to withdraw from this Contract. ***PMC**

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

[Before concluding the Contract, the provision in Art. VIII paragraph 2 hereof may be modified by the Contracting Authority regarding whether or not a selected supplier, i.e. the Seller has subcontractor.]

3. For the avoidance of any doubt, Seller states that the performance of this Contract shall not affect or unduly infringe the rights of third parties, in particular copyrights, trademark, patent and other intellectual property or other industrial property rights associated with the delivered performance, and such performance is not provided without the knowledge and permission of such entities or authors, especially that the performance of this Contract is not an unauthorized or illegal use. In the event, that a third party asserts a justified claim against Buyer on the grounds that the goods provided by Seller infringe industrial property rights or copyrights, Seller shall be liable to Buyer as follows:
 - a) Seller shall, at its expense, secure for Buyer a right to use the goods. In the event, that this is not possible on financially reasonable terms, Seller shall, at its discretion, either modify the goods in such a way that the property right is not infringed or supply a goods that do not infringe the property right or take the goods back and refund the purchase price paid to Seller with respect thereto.
 - b) Seller's obligations as stated in this paragraph above shall apply only on condition that Buyer notifies Seller immediately in writing of any claim lodged on the grounds of infringement of property rights, does not acknowledge any infringement and conducts or settles any disputes, including settlements made out of court, only by agreement with Seller.
 - c) Claims of the Buyer under Sub-Clause (a) are excluded if the infringement of industrial property rights arises from the part the Buyer is contributing to the product or if the relevant product was modified by the Buyer or a third party on its behalf and/or used together with products that were not supplied by the Seller and the infringement of industrial property rights results from exactly this modification or the combination with third-party products.
4. As a person authorized to act in the name of or for the Seller, I hereby declare in compliance with the Article 5k of the Council Regulation (EU) No. 2022/576 of 8 April 2022, by which the Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, was amended, that the Seller is not:
 - a. a Russian national, or a natural or legal person, entity or body established in Russia;
 - b. a legal person, entity or body whose proprietary rights are directly or indirectly owned for

more than 50 % by an entity referred to in point a. of this paragraph;

- c. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point a. or b. of this paragraph.
5. As a person authorized to act in the name of or for the Seller, I hereby declare, that the Seller does and shall not account for more than 10 % of contract value of this Contract, subcontractors, suppliers or entities, referred to in the paragraph 4 point a. or b. or c. of this Article whose capacities are being relied on within the meaning of the public procurement legislation.
 6. The Seller further declares that the Seller in the sense of:
 - Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014"), and
 - Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
 7. The Seller also further declares that for purposes of performance of this Contract no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
 8. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in paragraph 4, 5, 6 or 7 of this Article hereof, the Seller undertakes to immediately once the Seller finds out about the change of circumstances, inform the Buyer of this fact in writing.
 9. Violation of the Seller's obligations above mentioned in paragraph 4 - 8 of this Article is considered a material breach of the Contract, on the basis of which Buyer has the right to withdraw from this Contract.
 10. The Contracting Parties are obliged to ensure the protection of information that one of the Contracting Parties designates as non-public information or trade secrets within the meaning of Section 504 of the Civil Code. The Parties are obliged to ensure the protection of such designated information under the terms and conditions agreed in a separate agreement concluded between the Parties - Mutual Non-Disclosure Agreement. The text designated by the Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XIII paragraph 9 of this Contract.

IX. PENALTIES

1. In the event of Seller's delay to deliver the subject of performance within the agreed time periods according to Art. III paragraph 8 hereof, the Seller is obliged to pay a contractual penalty to the Buyer at the rate of 0,1 % from the price of the subject of performance (excl. VAT), with the delivery of which the Seller is in default and do so for each day or part thereof of delay, in total not more than 15% of the subject of performance.
2. If the Seller fails to comply with the information obligation in accordance with the Art. II paragraph 3 hereof, the Seller shall pay a contractual penalty to the Buyer in the amount of 30 000 EUR. The aforementioned obligation to pay the contractual penalty does not apply if the change does not affect the form, fit and function of the goods.
3. Payment of the penalty does not exempt the Seller of its duty to meet the obligations under this Contract.
4. Agreeing the contractual penalty is without prejudice to the right to compensation of any damage resulting from the delay with due regard to the limitation of liability as provided for in Article X below.
5. Payment of the contractual penalty does not release the Seller from its duty to perform the obligations imposed on the basis of this Contract and the respective partial order.
6. The contractual penalty is due within 30 calendar days after the delivery of the bill for the contractual penalty to the Seller.

X. COMPENSATION OF DAMAGES, LIMITATION OF LIABILITY AND FORCE MAJEURE

1. Each Party shall be liable for the damage caused in connection with a breach of generally binding regulations and breach hereof. Both Parties shall make every effort to prevent and minimize damage.
2. Neither Party shall be liable to the other Party for any indirect, consequential damages of any kind or any loss of production, lost profits or lost use incurred or suffered by the aggrieved party or any third party or loss of business as a result of any defect, failure of the goods to perform in accordance with the terms of this Contract.
3. The Seller's total cumulative liability resulting from the performance, bad performance or non-performance of its contractual obligations under this Contract, is limited to a maximum of 50% in aggregate the total sums of partial contracts which took effect during the last 12 months preceding the application of the claim for damages by the Buyer (hereinafter referred to as the "Seller's total cumulative liability"). In the event of the application of the claim under the previous sentence less than 12 months after taking effect of first partial order, the Contracting Parties stipulate that the Seller's total cumulative liability shall not exceed the amount of 125 000 EUR.
4. The above specified Seller's total cumulative liability shall not apply in cases of wrongful intent, breaches of binding product liability law, or to losses arising from injury to life, limb, or health that result from the deliberate or negligent failure to perform obligations on the part of Seller, one of its legal agents or its vicarious agents.

5. Obligations to pay damages and penalties resulting from the Seller's delay in the execution of this Contract shall be waived if the Party proves that it was hindered in the fulfilment of obligations temporarily or permanently by an extraordinary, unpredictable and insurmountable obstacle that is beyond its control.
6. The obligation to pay damages, however, is not precluded by an obstacle that arose at a time when the obliged party was in default with performance of its duties in terms of this Contract. The effects excluding liability for damages are limited only to the duration of the obstacle to which they relate.
7. The Party claiming force majeure under this paragraph 2 of this Article must notify the other Party in writing about such obstacle at the latest within 5 business days from its inception and also indicate the period of its probable duration. Unless the Party invoking force majeure complies with the above obligation, it shall be deemed to have waived its right to apply the obstacle as force majeure.
8. Within 8 business days from the date on which the obstacle arises, the Party that claims force majeure is required to prove the obstacle that has arisen, including the fact that this obstacle has seriously impacted ability of the concerned Party to fulfil the contractual obligations. The Party that claims force majeure must inform the other Party of the lapse of such obstacle no later than 5 business days after it ceases.

XI. APPLICABLE LAW AND RESOLUTION OF DISPUTES

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

XII. DURATION OF THE CONTRACT

1. This Contract shall come into force when signed by the authorised representatives of the Parties and its publication in the Register of contracts. The Buyer will notify the Seller about the publication date in the Register of Contracts which is then deemed the Effective date of this Contract.
2. This Contract is concluded for a period of 4 years starting on the day of effectiveness of this Contract and shall terminate upon expiration of 4 years from the day of effectiveness of the Contract or upon fulfilment Financial Limit in the sense of Article II paragraph 5 hereof, whichever occurs first.

***PMC**

3. This Contract shall be also terminated:
 - a) through a written agreement between both Parties; or
 - b) by withdrawal from this Contract in case of a fundamental breach of contractual obligations specified in paragraph 4 of this Article.
4. Either Contracting Party may withdraw from this Contract or partial order by serving a written notice of termination if the other Contracting Party commits a material breach of the provisions hereof.

Except as stipulated by law or any other provisions hereunder, material breach of this Contract shall apply at all times if:

- a) failure to comply with the technical specifications of the subject of performance under Article II paragraph 1 hereof caused by the Seller;
 - b) Seller's delay in delivery of the subject of performance by more than 30 days;
 - c); Buyer`s delay in payment of invoice by the due date more than 14 days;
 - d) further also in cases expressly stipulated by this Contract.
5. The legal effects of withdrawal shall occur on the day of the delivery of the written notice to the other Party. The notice of withdraw must be sent by registered mail. In the case of any doubt concerning the delivery date, the 3rd business day after posting the notice of withdrawal at the post service provider will be considered as the date of delivery. Withdrawal from this Contract or partial order does not terminate the contractual relationship from the outset; the mutual performances provided by the Parties up to withdrawal from this Contract or partial order shall be retained by both Parties.
 6. The termination of the present Contract is without prejudice to the provisions hereof regarding contractual fines, damage compensation and such rights and obligations that, by their nature, are meant to survive the termination hereof.

XIII. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties.
2. Any established commercial habits or practices relevant to the agreed performance or to follow-up performance, shall not take precedence over contractual provisions or provisions specified in the Civil Code, even if such provisions have no enforcement effects.
3. The Seller undertakes to notify the Buyer without undue delay if the Seller becomes insolvent or is under threat of becoming insolvent.
4. Rights and obligations arising from this Contract may not be assigned or transferred to a third party without written consent of the other Party.
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 Contract. 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 Seller hereby declares that it respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable

manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Contract or partial pursuant to the Article XIII hereof.

8. The Seller further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labour law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. Violation of the above mentioned Seller's obligations is considered a material breach of the Contract, on the basis of which Buyer has the right to withdraw from this Contract.
9. The Parties take into consideration that in accordance with Section 219 (1) (d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Sb., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Buyer.
10. The Contract shall be drawn up for the purpose of signing in electronic form in one copy in English with electronic signatures of both parties in accordance with Act No. 297/2016 Sb., on trust services for electronic transactions, as amended; or for the purpose of signing the Contract in paper form in two copies in English with the validity of the original, of which each party shall receive one copy.
11. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
12. The following Annexes form an integral part of this Contract:

Annex No. 1 - Technical specification

Annex No. 2 – Encapsulation specification

For the Buyer:

In Prague, on

For the Seller:

In  On

Tomáš Hebelka, MSc, CEO
Státní tiskárna cenin, s. p.

Annex No. 1

Technical specification

STARCOS 3.7 eIDAS C3:

Product: Qualified Signature / Seal Creation Device STARCOS 3.7 eIDAS C3

The chip module is based on the hardware platform SLC52GDA448 by Infineon Technologies. The software consists of the STARCOS 3.7 COS HBA-SMC operating system and of the application for generating qualified electronic signatures and seals.

The chip module is designed as a dual interface card. The card has a contact and a contactless interface, with an ISO 7816-compliant operating system and an application layer that accesses the operating system layer directly.

***PMC**

Annex No. 2

Encapsulation specification

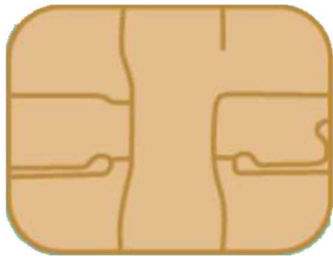
Encapsulation specification of purchased chip modules

For the STARCOS cards:

- *Supplier-Item-ID: SCOTV17.3G*
- *Type: DI_6*
- *Color: Gold*
- *Thickness: 600 μm*

The inlay, the following material description:

SLAMs PVC 150μm with premium LOBRA coating 10g/m² (3x7) STC



NON-DISCLOSURE AGREEMENT

registered by the STC under No. /PRU/2024

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

(hereinafter referred to as “**Agreement**”)

I. Contracting Parties

Státní tiskárna cenin, s. p.

with its registered office at, Růžová 943/6, Nové Město, 110 00, Praha 1, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

Business ID: 00001279

Tax Identification No.: CZ00001279

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

(hereinafter referred to as the “**STC**” or “**Client**”)

and

[shall be added before the conclusion of the Contract in accordance with the offer]

with its registered office at [REDACTED]

entered in the Commercial Register administered by [REDACTED]

Business ID: [REDACTED]

Tax Identification No.: [REDACTED]

Represented by: [REDACTED]

Bank details: [REDACTED]

Account number: [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

(hereinafter the “**Contractor**”)

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

Representatives authorized to negotiate in contractual and economic matters:

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

On behalf of the Contractor: [shall be added before the conclusion of the Contract in accordance with the offer]

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Client: **Ing. Ondřej Hyrší**, Production Director
e-mail: Hyrsi.Ondrej@stc.cz
tel.: + 420 236 031 383

Mgr. Kristýna Brožová, Purchasing and Logistics Department
e-mail: Brozova.Kristyna@stc.cz
tel. + 420 236 031 221

On behalf of the Contractor: [shall be added before the conclusion of the Contract in accordance with the offer]
e-mail: [•]

II.
Preamble

With regard to the intention of the Contracting Parties to discuss and cooperate on the supply possibilities of the STARCOS 3.74 eIDAS C3 chip modules and Inlays with antenna (hereinafter referred to as "mutual cooperation"). During the mutual cooperation, the Contracting Parties will provide each other with information that may be considered non-public information. Due to the character of this information, the Contracting Parties are interested in its protection and security and the Contracting Parties require confidentiality of non-public information. By signing this Agreement, the Contracting Parties undertake to treat all non-public information, whether in written, oral, visual, electronic or other form, which the Contracting Parties have provided or will provide, in accordance with the conditions listed below.

III.
Obligations of the Contracting Parties

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 its content. This does not apply if the information is disclosed to the employees, officers, directors, subcontractors, members of the advisory board and/or supervisory board and advisors of the Party but only on a need-to-know basis and for the purpose of the mutual cooperation between the Parties.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and

which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.

4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will process such data in compliance with the applicable data protection law.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To treat the non-public information in the Party's possession like its own non-public information and at any time shall use the same care and diligence that its uses to protect its own non-public information, but in no case less than reasonable care;
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
 - c) If the Party obtains a written approval from the other Party to disclose the information further;
 - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
 - e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties are also obliged to ensure protection of information that either Party designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties shall be obliged to protect information classified as a trade secret at least to the same extent as non-public information as defined in this Agreement, unless a separate agreement governing the terms of mutual cooperation, if any, provides for an additional obligation of the Parties for information classified as a trade secret.

IV.

Returning and destroying documents

1. The Parties agree, upon the request of the other Party, to:
 - a) Return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or implying the non-public information;
 - b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;

- c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
- d) Destroy materials stored in computers, text editors, or other devices containing non-public information.

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.

- 2. The liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction at the request of the other Party in writing. Obligations to return or destroy material shall not extend to information that Seller has to retain in order to comply with statutory or other legal duties, e.g. book-keeping or as part of regular, standard backups or standard archiving processes and for which deletion is not reasonable for technical reasons or due to costs.

V. **Information duty**

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

VI. **Sanctions**

- 1. In the event that one of the Contracting Parties demonstrably violates the provisions of Article III paragraph 1, 2, 4, 5, 6 or 7 or Article IV paragraph 1 or 2 of this Agreement, the Contracting Party affected by this action, is entitled to charge a contractual penalty in the amount of EUR 8 000 per each individual breach or non-fulfilment of these obligations. The burden of proof shall be on the Party claiming the breach of duty.
- 2. Payment of the contractual penalty does not release the Contracting Party from its duty to perform the obligations imposed on the basis of this Agreement.
- 3. Stipulating the contractual penalty is without prejudice of the right to compensation of any damage caused by the violation of the provisions mentioned in Article VI paragraph 1, but the penalty amount as minimum compensation shall be credited against this.
- 4. The contractual penalty is due within 30 days after the bill for the contractual penalty was delivered to the Contractual Party.

VII.

Final provisions

1. The obligations of confidentiality arising from this Agreement is agreed for a period of 4 years after the date of the latest signature set forth below. The obligations set forth in Articles III and IV shall further apply after termination of this Agreement:
 - a) for a period of a 5 years, and
 - b) in regard to any confidential information as part of regular, standard backups or standard archiving processes, as long as such confidential information remains archived.
2. The Contracting Parties are not entitled to any remuneration for the disclosure of non-public information pursuant to this Agreement.
3. This Agreement shall also be binding on the legal successors of the Contracting Parties.
4. None of the Parties may assign or in some other manner transfer this Agreement in part or fully or the rights and obligations hereof to a third party or any related companies without the prior written consent of the other Party.
5. This Agreement is governed by the laws of the Czech Republic, especially the Civil Code.
6. The Contracting Parties agree that any modifications and additions of this Agreement may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties.
7. This Agreement shall be drawn up for the purpose of signing in electronic form in one copy in English with electronic signatures of both parties in accordance with Act No. 297/2016 Sb., on trust services for electronic transactions, as amended; or for the purpose of signing the Contract in paper form in two copies in English with the validity of the original, of which each party shall receive one copy.
8. This Agreement comes into force and takes effect on the day it is signed by both Parties.

In Prague, date _____

In [•], date _____

For the STC:

For the Contractor:

Tomáš Hebelka, MSc

[shall be added before the conclusion
of the Contract in accordance with the
offer]]

Chief Executive Officer

[shall be added before the conclusion of
the Contract in accordance with the offer]

Státní tiskárna cenin, s. p.

[shall be added before the conclusion of
the Contract in accordance with the offer]

TENDER COVER SHEET	
Open tender procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended	
Title:	Production and delivery of STARCOS 3.74 eIDAS C3 dual interface chip modules and Inlays with antenna // <i>Výroba a dodávky duálních čipových modulů STARCOS 3.74 eIDAS C3 a předlaminátů s anténou</i>
Key identification data	
Contracting authority	
Name:	Státní tiskárna cenin, s. p.
Registered office:	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Company Reg. No.:	00001279
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer
Contractor	
Name:	.....
Registered office:	.....
Correspondence address:	.....
Company Reg. No., Tax Reg. No.:	.....
Person competent to act on behalf of the Contractor:	.....
Contact person:	.....
Tel.:	.....
E-mail:	.....
Small or medium-sized enterprise	YES / NO

1) AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

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

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any affid convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.

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

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

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

- b) does not have payable tax arrears in the Czech Republic or in the country of participant's registered office, including the excise duty.
- c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant's registered office.
- d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant's registered office.
- e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant's registered office.

2) AFFIDAVIT ON CONFLICT OF INTERESTS

As a person authorized to act in the name of or for the Contractor, hereby declare on my honour that the Contractor meets, that it is not a corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests², as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, in the same time I declare, that the Contractor does not prove its qualification in the Public Contract through a subcontractor, who would be such a corporate entity.

3) AFFIDAVIT ON APPLIED SANCTIONS

Economic sanctions

1. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour in compliance with the Article 5k of the Council Regulation (EU) No. 2022/576 of 8 April 2022, by which the Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, was amended, that the Contractor is not:
 - a) a Russian national, or a natural or legal person, entity or body established in Russia;
 - b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
 - c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
2. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor does and shall not account for more than 10 % of contract value of the Public Contract, subcontractors, suppliers or entities, referred to in the Art. 1 (a) or (b) or (c) of this affidavit whose capacities are being relied on within the meaning of the public procurement legislation.

Individual sanctions

3. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor in the sense of:
 - a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.

² Please find actual version of the Act under this link: <https://www.zakonyprolidi.cz/cs/2016-134> in the Czech language.

4. As a person authorized to act on behalf of or on behalf of the Contractor, I hereby declare on my honour that for purposes of performance of the Public Contract, no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.

4) AFFIDAVIT OF ACCEPTANCE OF DRAFT CONTRACT AND DRAFT NDA

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

Data to complete <u>the Draft Contract</u> :	
Bank connection:	.....
Bank account number:	.....
Representative authorized to negotiate in contractual and economic matters on behalf of the Seller, including its position:	.....
Representative authorized to negotiate in factual and technical matters, on behalf of the Seller, including its position:	.....
E-mail connection:	.....
Telephone connection:	.....
E-mail Address according to the Art. III (3) first paragraph of the Draft Contract:	.....
E-mail Address according to the Art. III (3) third paragraph of the Draft Contract:	.....
E-mail Address according to the Art. III (5) of the Draft Contract:	.....
The person(s) who will be signing the Draft Contract , if different from the person named on the first page of this Tender Cover Sheet, including the capacity in which that person is signing the Draft Contract:	.....

Data to complete the Draft NDA:	
Bank connection, <i>if different than the data filled above:</i>	.....
Bank account number, <i>if different than the data filled above:</i>	.....
Representative authorized to negotiate in contractual and economic matters on behalf of the Seller, including its position, <i>if different than the data filled above:</i>	.....
Representative authorized to negotiate in factual and technical matters, on behalf of the Seller, including its position, <i>if different than the data filled above:</i>	.....
E-mail connection, <i>if different than the data filled above:</i>	.....
Telephone connection, <i>if different than the data filled above:</i>	.....
The person(s) who will be signing the Draft NDA , if different from the person named on the first page of this Tender Cover Sheet, including the capacity in which that person is signing the Draft NDA:	.....

LIST OF SUBCONTRACTORS

Public Contract Name:

Production and delivery of STARCOS 3.74 eIDAS C3 dual interface chip modules and Inlays with antenna //
Výroba a dodávky duálních čipových modulů STARCOS 3.74 eIDAS C3 a předlaminátů s anténou

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

(hereinafter "the Contractor")

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

A)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

.....
.....
.....
.....

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

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

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

X

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

³ In the event that the tenderer does not intend to assign any part of the contract to any subcontractor, the list of subcontractors according to item 1) shall not be filled in.

Annex 4 - Evaluation Model

Item		Quantity relevant for purposes of evaluation	Unit of measurement	Price per unit of measurement in EUR excl. VAT	Total price in EUR excl. VAT
STARCOS 3.74 eIDAS C3 chip modules (in accordance with the Art. II (1) (a) of the Draft Contract) <u>including inlays with antenna</u>	for deliveries of goods made <u>until</u> the number of 100,000 chips delivered to the Buyer in total under the Contract was reached (<i>according to the Art. V (2) (aa) of the Draft Contract</i>)	20 000	pcs	- €	- €
	for deliveries of goods made <u>after</u> the number of 100,000 chips delivered to the Buyer in total under this Contract to the Buyer was reached (<i>according to the Art. V (2) (ba) of the Draft Contract</i>)	80 000	pcs	- €	- €
STARCOS 3.74 eIDAS C3 chip modules (in accordance with the Art. II (1) (b) of the Draft Contract) <u>without inlays with antenna</u>	for deliveries of goods made <u>until</u> the number of 100,000 chips delivered to the Buyer in total under the Contract was reached (<i>according to the Art. V (2) (ab) of the Draft Contract</i>)	80 000	pcs	- €	- €
	for deliveries of goods made <u>after</u> the number of 100,000 chips delivered to the Buyer in total under this Contract to the Buyer was reached (<i>according to the Art. V (2) (bb) of the Draft Contract</i>)	120 000	pcs	- €	- €
Total Tender Price in EUR excl. VAT (for purposes of evaluation)					- €
<p><i>Contractor shall fill in all yellow parts with non-zero prices, with a precision of two decimal points.</i></p>					

MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

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

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

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

Other useful sources of information are at the following websites:

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

http://www.isvz.cz/ISVZ/SKD/ISVZ_SKD_text.aspx (Seznam kvalifikovaných dodavatelů, for Czech suppliers)

(1) Criminal Registers/Clearance

In accordance with Sec. 75(1) (a) of the Act⁴: an entry in the Criminal Records in respect of Section 74 (1) a),”

- a) of legal entity and*
- b) each and every member of the governing body of this legal person.*

in relation to the country of its registered office.

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

Mostly common and comfortable option are the so called [Czech Points](#). Upon a personal attendance with prepared ID and so called Czech birth number (“rodné číslo”) the Czech Points shall issue the clearance for the natural persons whereas it is possible to ask for the electronic as well as the paper version of the clearance. Note that administrative fee of 100 CZK shall be paid.

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

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

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

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

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: +420 224 041 111

Email: podatelna2001@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

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, s. p.**, se sídlem Růžová 943/6, Nové Město, 110 00 Praha 1, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

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

V případě, že je třeba zaplatit správný 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, s. p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, ID number: 00001279 (hereinafter referred to as the “**Contracting Authority**”).

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

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

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

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, s. p.**, se sídlem Růžová 943/6, Nové Město, 110 00 Praha 1, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

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

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

Email: _____

Telefon: _____

Přílohy:

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

“Signature”

“Jméno a funkce osoby oprávněné jednat

jménem společnosti”

“Název společnosti“

ANNEX 2b (Form_social_ENG)

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

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

We hereby request a certificate of non-indebtedness to the company ["name, seat and ID number of your company"], in order to prove basic capacity under the provisions of § 74 paragraph 1 (d) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract ["fill name of the public contract"] of the contracting authority **Státní tiskárna cenin, s. p.**, registered office in Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, 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"