

Contract Documentation for the procurement procedure for
“Delivery of Mobile Jet Blast Deflectors”

(hereinafter referred to as “Contract Documentation“)

Company name: Letiště Praha, a.s.

With its registered seat: K letišti 1019/6, Ruzyně, 161 00 Praha 6

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 14003

ID No.: 282 44 532

Tax ID: CZ699003361

(hereinafter referred to as the “Contracting Entity” or “Submitter“)

Case no. 0224004799

I. INTRODUCTORY PROVISIONS, DEFINITIONS AND TERMS

- I.1** This procurement procedure concerns the awarding of a public contract (hereinafter referred to as the “**Contract**“) outside of the scope of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “**Act**“), it is not a public competition pursuant to Sec. 1772 and following of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter referred to as the “**Civil Code**“).
- I.2** This Contract Documentation, including all of its appendices, is provided solely for the purpose of the drawing up of a tender for the awarding of the Contract in the above-mentioned tender and the contractor shall not use it for any other purpose.
- I.3** The terms used below in this Contract Documentation shall have the meaning defined in this paragraph I.3 of the Contract Documentation, and shall always be capitalised in the text of the Contract Documentation:
- I.3.1 “**Economic Operator**“ means a legal entity or a natural person engaged in business.
- I.3.2 “**Tenderer**“ means an Economic Operator who submitted a tender in the Contract on the basis of this Contract Documentation.
- I.3.3 “**Tender Price**“ means the price set on the basis of the rules set out in article V of this Contract Documentation.
- I.3.4 “**Model Agreement**“ means the pre-defined draft agreement that constitutes Appendix B to this Contract Documentation and stated by the Tenderer as a price of the Goods in clause 4.2 of Model Agreement.
- I.4** Other terms may be defined directly in the text of the Contract Documentation; the definition of a term shall be emphasised by bold print and introduced by the expression “hereinafter referred to as“, and on every subsequent occurrence in the text, the term will be capitalised.

II. SUBJECT OF THE CONTRACT, PLACE AND TIME OF PERFORMANCE

- II.1** The subject of the Contract is the “**Delivery of Mobile Jet Blast Deflectors**“ specified in Annex D - **Product Specification** (hereinafter referred to as the “**Specification**“).
- II.2** Part of the subject of the contract is:
- II.2.1 delivery of the certificate of conformity and certificates for the delivered equipment
- II.3** Place of performance: The grounds of the Prague/Ruzyně Airport, Terminal South (as precised in Specification).
- II.4** Time of performance: within 60 days after the last party has signed the contract.
- II.5** A detailed specification of the subject of the Contract and the terms and conditions of its performance are stated in the Model Contract and also in Specification as Annex No. 1 of Model Agreement..

III. QUALIFICATION CRITERIA

- III.1** The qualification criteria set by the Contracting Entity for this Contract are deemed to be met by a Tenderer:
- III.1.1 which is not in liquidation,
- III.1.2 has not been declared insolvent, in respect of whom the receivership has not been imposed under another legal regulation or it is not in a similar situation pursuant to the law of the country of its registered office;
- III.1.3 was not convicted by final judgement in the country of its registered seat of a crime specified in Annexes No. 3 of Act No. 134/2016 Coll., on public procurement or another similar crime pursuant to the law of the country of its registered office in the past 5 (five) years preceding the commencement of the procurement procedure;
- III.1.4 who showed an authorisation to engage in business;
- III.1.5 who, during the period of last 3 years before the beginning of procurement procedure made at least 3 contracts of the similar nature or as the subject of the contract, each with a value of at least CZK 1 million excluding VAT.
- III.2** The criteria set out in paragraphs III.1.1 to III.1.3 shall be documented by the Tenderer by a sworn declaration for which the Tenderer may use the model that constitutes appendix A to this Contract Documentation. The sworn declaration must be signed by a person authorised to represent the Tenderer in line with the Tenderer's valid entry in the Commercial Registry or a person authorised to act on the basis of a power of attorney.
- III.3** The criterion set out in paragraph III.1.4 shall be documented by the Tenderer by a simple copy of an excerpt from the Commercial Registry and simple copies of its Trade Licences or an excerpt from the Trade Registry or another record, if the Tenderer or applicant are to be registered in it in line with special legal regulations (the scope of the Trade Licence must accord with the subject of the Public Contract).
- III.4** The criteria set out in paragraph III.1.5 shall be documented by the Tenderer's declaration that will refer to the entity to which the performance was provided, stating the subject, time of performance, and the price of the contract, the registered seat or another address and contact person of the entity, including the e-mail address and telephone (former contracts for the Contracting Entity need not be documented, only the name, contract number, and date of its conclusion will suffice). The declaration must also include the date and the signature of the person representing the Tenderer.
- III.5** If the Tenderer has fulfilled any of the qualification criteria in another tender organised by the Contracting Entity in the last 12 months and the information stated in those documents has not changed, it does not need to document that criteria again, but must inform the relevant contact person specified in paragraph VIII.2 of the Contract Documentation about the tender in which it documented that criteria.
- III.6** If several contractors are submitting a joint tender in the tender, they must present in the tender a document that will show that all of those contractors shall be liable jointly and severally to the Contracting Entity and any third persons from any liabilities arising in connection with the performance of the subject of this Contract or arising due to default or another breach of contractual or other obligations in connection with the performance of the subject of this tender. One of the contractors submitting the tender must be designated as the main contractor in the document, and it must hold a power of attorney to represent all of the other contractors submitting a joint tender in all matters concerning the tender, concluding the agreement, and performing it.
- III.7** All bidders submitting a joint tender must meet the qualification criteria set out in paragraphs III.1.1 to III.1.4. The criterion listed in paragraph III.1.5 of the Contract Documentation must always be met by at least one of the contractors submitting a joint tender.
- III.8** If a Tenderer is not able to document compliance with the qualification criterion listed in paragraph III.1.4 of the Contract Documentation (right to engage in business) or a certain part of any other of the qualification criteria required by the Tendering entity in full, the Tenderer may prove compliance

with the qualification requirements, to the extent to which it is lacking, through a subcontractor. In that event, the Tenderer, shall submit to the Contracting Entity with its tender an agreement concluded with the subcontractor that shows the subcontractor's obligation to provide certain performance for the performance of the Contract by the Tenderer or to provide certain items or rights which the Tenderer will be entitled to use in performing the Contract, at least to the extent to which the subcontractor proved compliance with the qualification criteria.

III.9 The Tendering entity reserves the right to request from the Tenderer selected, prior to signing an agreement, the submission of the originals or officially verified copies of the documents for which the Tenderer submitted simple copies in its tender. If requested by the Contracting Entity, the submission of the originals of documents shall constitute a condition for the conclusion of the agreement.

III.10 In the event that the qualification criteria are not met, the Tenderer's tender or joint tender will not be evaluated.

IV. SECURITY COMPETENCE

Is not requested.

V. ELABORATION OF THE BID AND DEFINITION OF TENDER PRICE

V.1 In drawing up its proposal for an agreement, the Tenderer is obliged to use Appendix B to the Contract Documentation. The Tenderer may not change that Model Agreement, it may only fill in the designated spots (identification information of the contractual party, price). In an accompanying document (special proposal), the Tenderer may propose a modification of other provisions of the Agreement, but the Contracting Entity is not obliged to accept that modification and reserves the right to negotiate about the proposal.

V.2 If the selected Tenderer fails to provide to the Contracting Entity the cooperation required for the conclusion of the Agreement within 14 calendar days, the Contracting Entity reserves the right to discontinue the negotiations and accept the tender of the Tenderer whose tender ranked next in terms of advantageousness.

V.3 Tenderer shall provide with the tender a statutory declaration on ownership structure of its company at the date of the submission of a tender. In the case that the ultimate beneficiaries of the income and/or profit of the Tenderer are other persons than the shareholders, Tenderer shall provide list of such beneficiaries. List of shareholders and/or beneficiaries with the percentage of the share of each person shall create annex of the statutory declaration. In the case of Tenderer who holds the form of a joint stock company and whose shares are listed on stock exchange, Tenderer shall provide required information only in relation to the shares that are not traded on stock exchange.

V.4 The Contracting Entity hereby informs the Tenderer that it must remove from the Model agreement the text "Appendix B to the Contract Documentation" and "Model". For the purpose of the drawing up of the draft agreement, the Client means the Contracting Entity and the Economic Operator means the Tenderer.

V.5 The signed Model Agreement is considered to constitute the Tenderer's proposal for the conclusion of the agreement and must therefore meet the requirements of the laws of the Czech Republic concerning legal acts and draft agreements.

V.6 The price set in the draft agreement shall be the highest admissible, shall be set in Czech crowns and exclusive of value-added tax. VAT in line with the applicable legal regulations shall be added on top of the price. The Tender Price shall include transport costs and any and all other costs of the Tenderer which need to be expended in the performance of the Contract.

V.7 The background for the determination of the Tender Price is the Product Specification with technical specifications submitted by Contracting Entity that constitutes Annex No. 1 of Model Agreement and which will constitute an integral part of the Tenderer's tender. The Tenderer is fully responsible for verifying the completeness of his tender.

V.8 The Tenderer shall be responsible for including all of its costs in the price and for the completeness of unit price appraisal, including the costs of transport to the place where the Contract is to be performed and the costs related to the specific place in which the Contract is to be performed (in particular costs under paragraph **Chyba! Nenalezen zdroj odkazů.**).

- V.9** The unit prices used for the determination of the Tender Price shall be deemed the maximum prices throughout the term of the performance of the subject of the Contract.
- V.10** The Contracting Entity reserves the right to refuse a proposal to change the delivery if, in his opinion, the proposed delivery does not meet the minimum required technical standard and parameters. In such a case, the Contracting Entity will notify the Tenderer of this fact and ask him / her to adjust the offer.
- V.11** The background for the evaluation of tenders or for possible negotiations about tenders will be the adjusted tender, resp. adjusted Tender price.

VI. DEADLINES FOR AND MANNER OF BID SUBMISSION

- VI.1** The deadline for the submission of the tenders drawn up in line with the Contract Documentation: **27. 02. 2019 by 2 p.m.** The Tenderers shall be bound by their tenders until **31. 10. 2019.**
- VI.2** All the procurement procedures (including a submission of the offer) are performed electronically via the electronic portal E-ZAK on address <http://zakazky.prg.aero>. The Contracting Entity points out that the Tenderer has to complete the registration in E-ZAK. Instructions for using this application are contained in the manual on the pages listed. Offers can be submitted only by registered Tenderers.
- VI.3** Terms and information regarding the electronic portal E-ZAK including Instructions for using of this application and information about using of electronic signature are available (contained) in the manual on the pages listed on (website must be switched to English language):

<https://zakazky.cah.cz/manual.html?lang=en>

- VI.4** All documents sent through E-ZAK application shall be deemed to have been duly received at the time of their delivery to the user account of the addressee in the application E-ZAK. The delivery does not affect whether the message has been read by the addressee, or whether the E-ZAK application has sent to the addressee at his contact e-mail address that a new message has been delivered to his user account in the E-ZAK electronic application or not.
- VI.5** The offer must be delivered before the deadline of its submission.
- VI.6** The offer must be processed in Czech or English.
- VI.7** The offer must contain requested documents broken down as follows:
- VI.7.1 documents demonstrating the fulfillment of the qualification criterias,
 - VI.7.2 the draft contract (signed Model Contract with the required data), including all annexes,
 - VI.7.3 The bid price determined in accordance with paragraph V.6 and following to be filled in Model Agreement.
 - VI.7.4 an affirmation of the ownership structure under paragraph V.3,
 - VI.7.5 the other documentation.
- VI.8** Materials mentioned above submitted by the Tenderer shall be uploaded in the E-ZAK application or enclosed in a scanned form. All of the documents that must be signed according to this Contract Documentation (in particular the draft Agreement and sworn declarations) shall be uploaded into the E-ZAK application in scanned format, (*.pdf), signed by the relevant person.
- VI.9**

VII. BID EVALUATION METHOD

- VII.1** Tenderers' tenders shall be evaluated on the basis of the above-mentioned Tender Price exclusive of VAT. The order of the tenders shall be set in an ascending order. The tender with the lowest Tender Price will be rated as the most advantageous and the tender with the highest Tender Price shall be rated as the least advantageous.
- VII.2** The evaluation of tenders and their assessment on the basis of the criteria set shall be performed by the evaluation committee appointed by the Contracting Entity.

- VII.3** The Contracting Entity reserves the right to negotiate, at its discretion, about the Tender Price with the Tenderers whose tenders are evaluated, or to organise an electronic auction. Negotiations or an electronic auction will only be carried out after the all tenders are checked for completeness and evaluated. Tenderers will be then able to propose a more advantageous tender to the Contracting Entity during negotiations or in an electronic auction.
- VII.4** By submitting a tender, a Tenderer agrees that if negotiations about the Tender Price are conducted and its tender contains the price that is the most advantageous for the Contracting Entity, this information may be disclosed to other Tenderers whose tenders are evaluated.
- VII.5** The Tenderers whose tenders will be evaluated will be informed of the detailed conditions and the manner in which the electronic auction will be carried out.
- VII.6** Tenderers will be informed in writing about the selection of the most advantageous tender after the end of the tender.

VIII. SUPPLEMENTARY INFORMATION

- VIII.1** The deadline for the submission of inquiries concerning the Contract Documentation and its appendices has been set by the Contracting Entity as **20. 02. 2019, by 2 p.m.** In that time-period, the inquiries must be delivered to the Contracting Entity via electronic portal E-ZAK.
- VIII.2** Contact person of the Contracting Entity: Libor Poláček.
- VIII.3** Questions may only be submitted electronically via electronic portal E-ZAK. Inquiries made by telephone shall be disregarded.
- VIII.4** Answers to all inquiries, without specifying who made them, shall be sent to all of the persons who submitted questions and at the same time will be published via electronic portal E-ZAK.

IX. RIGHTS OF THE CONTRACTING ENTITY AND OTHER TENDER CONDITIONS

- IX.1** The Contracting Entity is not obliged to enter into an agreement with the winning Tenderer. An agreement is only concluded with a Tenderer when the Agreement is signed by both contractual Parties and effective when it is delivered to the Tenderer signed by the statutory representatives or authorised representatives of both contractual parties. Any previous acts on the part of the Contracting Entity (including the announcement of the outcome of the tender) do not constitute acceptance of the Tenderer's tender and do not bind the Contracting Entity to provide any performance. By signing the tender, the Tenderer takes that into account.
- IX.2** The Contracting Entity reserves the right to cancel the tender or a part thereof at any point and also reserves the right to specify the tendering documentation at any time, up until the selection of the most advantageous tender. All contractors whose contact information the Contracting Entity has will be informed of that specification and the specification will be published for any unregistered contractors in the E-ZAK electronic application at <http://www.zakazky.prg.aero>. Hence, the Contracting Entity recommends that contractors who wish to take part in the Contract sent their e-mail address to the contact information specified in paragraph VIII.3. Furthermore, the Contracting Entity recommends that all contractors, prior to submitting their tender, check the current text of the Contract Documentation published in the E-ZAK electronic application. The time-period for the submission of tenders specified in paragraph VI.1 **VI.1** may be appropriately extended by the Contracting Entity following the specification of the Contract Documentation.
- IX.3** Tenderer who has been awarded the contract shall present proof of insurance for liability caused to a third person, with benefits of at least CZK 10 mio., at least as at the date of the signing of agreement. A document proving insurance shall mean a simple copy of the applicable insurance policy or certificate of insurance issued by the Tenderer's insurance company or broker, documenting those facts. If several persons are submitting a tender jointly, compliance with this requirement must be proven by all of the persons submitting the joint tender. If a Tenderer fails to present the document within the time-period specified by the Contracting Entity, the Contracting Entity may discontinue negotiations with that Tenderer about the signing of the agreement and start negotiating about the signing of the agreement with the Tenderer whose tender ranked as the next most advantageous one.

- IX.4** Tenderers submit their tenders free of charge, and may not make any claims with respect to the Contracting Entity on the basis of the submission of the Bid. Tenderers are not entitled to the compensation of any costs related to the drawing up of their tenders.
- IX.5** In the event of questions, the Contracting Entity's evaluation committee may ask a Tenderer to explain its tender in writing. In its request for a written explanation, the evaluation committee shall state where it sees ambiguities in the tender which the Tenderer is to explain. The evaluation committee shall set a time-period within which the Tenderer shall deliver its written explanation of the ambiguities. **Should the Tenderer fail to present an explanation of the ambiguities in the time-period set, the evaluation committee shall eliminate the tender from further evaluation and assessment.**
- IX.6** The Contracting Entity reserves the right to eliminate a Tenderer who has or previously had problems with the performance of its obligations to the Tenderer.
- IX.7** If the documents presented by the Tenderer, showing compliance with the qualification criteria, contain untrue information, the Tenderer shall be immediately eliminated from participating in the given tender. The Tenderer shall be excluded from participation in the Contracting Entity's tenders for the next 2 years.
- IX.8** The company name of the Tenderer whose tender is chosen as the most advantageous in line with the set evaluation method, including the Tender Price of that Tenderer, may be disclosed to other Tenderers after the end of the tendering procedure.
- IX.9** The Contract Documentation including all of its appendices is made out in Czech and English language. In case of conflict between this versions the Czech language version shall apply.

X. APPENDICES TO TENDERING DOCUMENTATION

- X.1** The following appendices constitute an integral part of this Contract Documentation:
- X.1.1 Appendix A – Model Sworn Declaration
 - X.1.2 Appendix B – Model Agreement, including all annexes

Datum:

Mgr. Petr Baxa
Executive Director of Central Purchasing and
Logistics
Letiště Praha, a. s.