

## NOTIFICATION ON THE COMMENCEMENT OF TENDER PROCEDURE NO. 0211008620

Letiště Praha, a. s., with its registered office at K letišti 1019/6, Ruzyně, 161 00, Praha 6, registration No.: 28244532, a company incorporated in the Commercial Register administered by the Municipal Court in Prague, file No. B 14003 (hereinafter ‘LP’ or ‘Inviting Party’), represented by Ing. František Kachlík, Director of Commercial Activities,

hereby announces a tender procedure:

**for the lease of business premises specified below for the purpose of running a business – tender procedure No. 0211008620**

(hereinafter ‘Tender Procedure’)

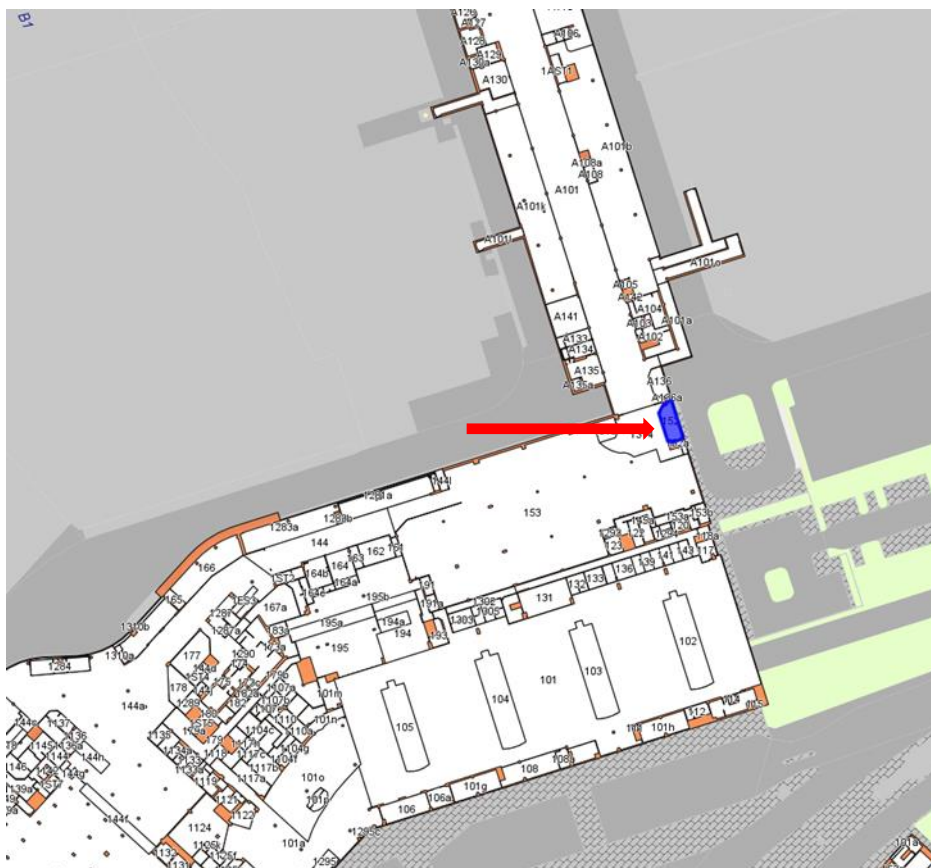
LP declares that this is not a public competition for the best offer pursuant to the provisions in Sections 1772 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the ‘Civil Code’), a public contract pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended, or a public promise pursuant to Sections 2884 et seq. of the Civil Code.

### 1. THE SUBJECT MATTER OF THE TENDER PROCEDURE:

1.1 The subject matter of the Tender Procedure is the lease of the following business premises:

Designation of the premises	Description of the premises	Building	Area	Floor	m <sup>2</sup>	Manner of use
152, 152a	Shop	Terminal 1	Transit	1st above-ground	43.4	Jewellery; fashion and fashion accessories; bags and handbags

A map showing the area in question (marked in blue):



1.2 Details, including more detailed specification of the terms and conditions of the lease of the said leased premises, are set out in the complete documentation consisting of this Notification and its Annexes Nos. 1 – 8 (hereinafter ‘**Complete Documentation**’). The Contract for the Lease of Business Premises and the Provision of Certain Related Services (hereinafter the ‘**Contract**’) will be concluded for an estimated lease period of 2 years starting on 1 April 2022 (hereinafter the ‘**Lease Term**’).

## 2. **CONDITIONS OF PARTICIPATION**

2.1 The Contract shall be concluded with the tenderer who meets all qualification criteria specified in Annex No. 7, as well as all other requirements mandated by LP specified below and, at the same time, whose tender is evaluated as the most advantageous or suitable for LP based on the described criteria. For this reason, LP requires that any potential parties interested in concluding the Contract submit the documents, declarations and information specified in Annex No. 3 and Annex No. 7 to this Notification, without whose submission the tenders will not be evaluated, and the tenderer will be excluded from the Tender Procedure unless such tenderer is invited by the Inviting Party to submit the missing information within an alternative time limit.

## 3. **OTHER REQUIREMENTS MANDATED BY THE INVITING PARTY:**

3.1 The leased premises shall be leased under the binding conditions set out in the Contract which forms part of the Complete Documentation. Each tenderer must accept the conditions set out in this Contract unless the tenderer agrees otherwise with the Inviting Party. Each tenderer shall express their consent to the wording of the Contract by signing the solemn declaration in Annex No. 2 to this Notification. By signing the solemn declaration, the tenderer confirms that they unconditionally agree with the text of the submitted Contract. The tenderer may also propose changes to certain provisions of the Contract within an accompanying document (special proposal). In such case, he/she is obliged to give reasons for such changes in the accompanying document. The Parties shall negotiate on the proposed changes. Within the negotiations on the conclusion of the Contract, pre-contractual liability of LP is excluded, and the provision of Section 1729 of the Civil Code shall not apply.

3.2 In addition to the Contract, the winning tenderer will be obliged to conclude another separate Contract on Comprehensive Electricity Supply Services with LP at the price specified in LP’s current price list, no later than 5 days after receiving the draft of such contract. The winning tenderer can also conclude another separate contract for the maintenance of the leased premises at the price specified in LP’s current price list.

3.3 LP is entitled to request, at any time in the course of the Tender Procedure or after the announcement of its results, that any tenderer submit the following documents:

3.3.1 The original or officially certified **copy** of the tenderer’s **criminal record**. The criminal record must not be older than 3 months on the day of its submission to LP;

3.3.2 In the case of a tenderer – legal entity, the original or officially certified **copy of the criminal record of all members of the statutory body**, heads of the organisational unit / heads of the branch office of the foreign legal entity, the representative authorised by the statutory body or other persons authorised to act on behalf of the legal entity on the basis of a power of attorney;

3.3.3 The original or officially certified **copy of the extract from the Czech Commercial Register**. The extract from the Commercial Register must not be older than 3 months on the day of its submission to LP. If the tenderer is not registered in the Commercial Register, they shall submit an extract from another public register or records in which they are registered, e.g. an extract from the Czech Trade Register;

3.3.4 The original or officially certified **copy of the extract from the Czech Trade Register**. The extract from the Trade Register must not be older than 3 months on the day of its submission to LP. If the tenderer is not registered in the Trade Register, they shall submit an extract from another public register or another document proving the tenderer’s authorisation to perform business activities in accordance with the manner of use of the premises in question in Art. 1.1 hereof;

3.3.5 Any other document requested by the Inviting Party and necessary for the purposes of the Tender Procedure or the Contract, such as a franchise agreement between the tenderer and the franchise provider for the sale of goods/services of the respective brand that the tenderer intends to sell in the business premises competed for in this Tender Procedure.

- 3.4 The approached tenderer is obliged to submit any and all documents additionally requested by the Inviting Party to LP within 10 working days from delivery of the LP's request for their submission.
- 3.5 If the tenderer fails to submit the requested documents within the said time limit, the Inviting Party shall be entitled to exclude such tenderer from the Tender Procedure; if the results of the Tender Procedure have already been announced, LP is entitled to change the results with regard to the exclusion of the tenderer – to select the tenderer ranked next in the order.
- 3.6 By submitting a tender, each tenderer participating in the Tender Procedure agrees with the terms and conditions of the Tender Procedure specified in the Complete Documentation and undertakes to comply with these terms and conditions.
- 3.7 LP reserves the right to decide at any time (even after the announcement of the results of the Tender Procedure) that:
- 3.7.1 no tender will be selected; or
- 3.7.2 the conditions of the Tender Procedure will be changed; or
- 3.7.3 the whole Tender Procedure will be cancelled.
- 3.8 If any fact referred to in Art. 3.7, Par. 3.7.1 to 3.7.3 above occurs, the tenderer participating in the Tender Procedure agrees that LP's obligation to compensate the tenderer for any damage incurred by the tenderer as a result of or in connection with any fact referred to in Art. 3.7, Par. 3.7.1 to 3.7.3 is excluded to the maximum extent permitted by the applicable legal regulations; the pre-contractual liability of LP is also excluded and the provision of Section 1729 of the Civil Code shall not apply. LP's obligation to compensate the tenderer for damage caused by LP to the tenderer intentionally or due to gross negligence and any other obligation of LP to compensate for damage that cannot be excluded or limited under the applicable legal regulations shall not be excluded or limited.

#### **4. CRITERIA FOR EVALUATION OF TENDERS AND THEIR WEIGHT:**

- 4.1 **Qualification Criteria** – the tenderer and their tender must meet the criteria stipulated in Annex No. 7, and the meeting of these criteria must be documented.

The tenderer shall deliver their tender and all required documents as per Annex No. 3 to this Notification.

- 4.1.1 A failure to meet any of the qualification criteria specified in Annex No. 7 to this Notification and to deliver the documents specified in Annex No. 3 to this Notification, even after an additional invitation from the Inviting Party will result in automatic exclusion of the tenderer.

#### **4.2 Financial criteria – The weight of the financial criteria is 60%**

- 4.2.1 In the tender for the Lease Term (in filled-in Annex No. 6 to this Notification), the tenderer shall offer the rent for the leased premises as follows:

The tenderer shall offer a rate of the Rent from Turnover (hereinafter '**NO**') (Rent from Turnover expressed as the percentage of the sales in the rented premises, see the definition of 'Turnover' in Art. 1, Par. 1.1, point 1.1.8 of the Business Terms and Conditions – Annex No. 4 to the Contract) for each passenger range; where the minimum rate offered is defined for each range by a minimum percentage required from the tenderer by the Inviting Party. The passenger range is equivalent to the number of checked-in passengers arriving at and departing from Terminal 1 per month. The Inviting Party is obliged to inform the tenderer who has won the Tender Procedure of this number on a monthly basis in accordance with the conditions set out in Annex No. 4 to this Notification – the Contract. The tenderer is obliged to offer a rate for each range, and the rate offered must not be lower than the minimum turnover rate set by the Inviting Party for each given range.

- 4.2.2 Each tenderer is obliged to offer the NO rate at least in the amount specified in Annex No. 6 hereto. Tenders containing lower amounts and/or lower rates than those specified in Annex No. 6 shall not be evaluated.

- 4.2.3 The tenders will be evaluated based on their economic advantageousness according to the following financial evaluation criterion:

## **WEIGHTED ON RATE**

The weighted NO rate will be evaluated which is calculated as the weighted average of rates from all ranges, where the weight for each range is determined by the Inviting Party, and the subsequent calculation of the points for the financial criterion will be executed as follows:

WEIGHTED NO RATE:  $\text{criterion value} / \text{value of the highest criterion offered} \times 60\% \times 100 = \text{the number of points for the financial criterion}$

### **4.3 Qualitative criteria – The weight of the qualitative criteria is 40%**

Furthermore, the tenders will be evaluated based on the qualitative criteria. There are 3 individual criteria (A, B, C, as specified in more detail in Annex No. 5 to this Notification). Between 0 and 20 points can be obtained in each individual criterion on the following scale of evaluation:

- 0 points – quality not meeting the requirements
- 2 points – insufficient quality
- 8 points – quality meeting the requirements
- 18 points – quality beyond expectations
- 20 points – exceptionally superior quality, well above expectations

The maximum total number of points that can be acquired for all 3 criteria = 60

A more detailed method of evaluation within individual criteria A to C is specified in Annex No. 5 to this Notification.

#### **Weights of the individual qualitative criteria:**

The weight of the individual qualitative criterion A is **50% of the qualitative criteria, i.e. 20% of all criteria including the financial criteria.**

The weight of the individual qualitative criterion B is **40% of the qualitative criteria, i.e. 16% of all criteria including the financial criteria.**

The weight of the individual qualitative criterion C is **10% of the qualitative criteria, i.e. 4% of all criteria including the financial criteria.**

The calculation of the qualitative criteria points will be done in the following two-step manner:

Step 1 – weighted sum of all points earned for the individual criteria A-C according to the following formula: **number of points for criterion A x 50% plus number of points for criterion B x 40% plus number of points for criterion C x 10%**;

Step 2 – the final calculation of the qualitative criteria points is obtained from the following formula: **number of points from Step 1 / the highest number of points from Step 1 x 100 x 40%**.

- 4.4 The tender with the highest total number of points for all individual financial and qualitative criteria shall be evaluated as the most advantageous one.
- 4.5 The assessment and evaluation of tenders in terms of their completeness, correctness and fulfilment of the qualification criteria and other conditions set for this tender in this Tender Procedure will be performed by the evaluation committee appointed by the Inviting Party.

## **5. CONFIDENTIALITY OBLIGATION, FAMILIARISATION WITH SELECTED SUPPORTING MATERIALS AND DOCUMENTS**

- 5.1 The Complete Documentation, including additional information and answers to questions (explanation of the procurement documentation), is published on the Inviting Party's profile at: <https://zakazky.prg.aero/>.

- 5.2 The user guide for tenderers is available here: <https://zakazky.prg.aero/manual.html?lang=cs>.
- 5.3 All communication will be conducted in the Czech or English language using electronic means through the E-Zak application located on the Inviting Party's profile at <https://zakazky.prg.aero/> or by means of email messages.
- 5.4 Without the Inviting Party's prior written consent, the tenderer may not publish its tender or information provided in the tender, or disclose it or otherwise provide it to another person (except for persons controlling the tenderer, persons controlled by the tenderer or persons controlled by the same controlling person as the tenderer, or the tenderer's legal, tax, economic or financial advisers bound by the statutory or contractual confidentiality obligation at least in the same extent as the tenderer), from the publication of the Notification until the conclusion of the Contract with the selected tenderer; delivery of the tenderer's tender in accordance with the stipulated conditions of the Tender Procedure does not violate such obligation of the tenderer.
- 5.5 Informative meetings and inspections of the premises shall be arranged by prior agreement in the period between the publication of this Notification and the time of submission of the tender. The contact person for informative meetings is Emmy Brotánková – [emmy.brotankova@prg.aero](mailto:emmy.brotankova@prg.aero).

5.6 **Inquiries concerning the Tender Procedure:**

- 5.6.1 If more detailed information is needed, the tenderers may contact Ms Emmy Brotánková by sending an email inquiry to [emmy.brotankova@prg.aero](mailto:emmy.brotankova@prg.aero) and [pronajmy@prg.aero](mailto:pronajmy@prg.aero) or by electronic means using the E-Zak application located on the Inviting Party's profile at <https://zakazky.prg.aero/>. **In case of communication by email, please send inquiries to both email addresses mentioned above.** If a tenderer makes an inquiry by email, the answer to that inquiry shall be provided to all tenderers in this Tender Procedure through the following website <https://zakazky.prg.aero/>. We therefore recommend you follow the Inviting Party's profile for the entire duration of the Tender Procedure. In relation to this, we would like to point out that the Inviting Party will not respond to any phone inquiries or inquiries submitted in any form other than those stipulated in this Notification.
- 5.6.2 If you are interested in participating in the Tender Procedure, we strongly recommend you subscribe to the information and updates on the Inviting Party's profile.
- 5.6.3 Please submit your inquiries no later than two (2) working days prior to the expiration of the deadline for the submission of tenders; however, we strongly recommend you send inquiries as soon as possible. Inquiries made after this deadline will not be answered by the Inviting Party.

6. **DEADLINE FOR THE SUBMISSION OF INDIVIDUAL TENDERS:**

- 6.1 All tenders, which must contain all documents specified in Annex No. 3 – List of Requested Documents, must be entered using the E-ZAK application located on the Inviting Party's profile at <https://zakazky.prg.aero/>, by no later than **December 15, 2021 before 11:00 a.m.** local time (CET).
- 6.2 Any tenders entered after this deadline or delivered in a manner other than that specified above shall not be evaluated and the tenderer shall be excluded from the Tender Procedure. It is therefore important that tenderers submit their tenders as specified above.
- 6.3 To submit a tender, prior registration in the E-ZAK application is necessary due to technical reasons. We recommend entering the tender in the application sufficiently in advance so that any potential technical problems can be resolved in time.
- 6.4 All delivered 1st round tenders shall be opened by the Inviting Party without undue delay after the deadline for submission of tenders expires. The E-ZAK application is a certified tool and does not allow tenders to be made available to the Inviting Party before the deadline expires. Opening of 1st round tenders in electronic form is not public.
- 6.5 The tenderer must deliver the 1st round tender **December 15, 2021 before 11:00 a.m.** (CET) at the latest. A tender that was submitted late or a tender which was not submitted through the E-ZAK application located on the Inviting Party's profile in accordance with this Notification shall be deemed not to have been submitted.

## **7. VALIDITY OF TENDER**

7.1 Each tenderer's tender must include a written commitment of the tenderer (the Solemn Declaration template in Annex No. 2 hereto), signed by the authorised person, that the tenderer will be bound by their tender until January 15, 2022.

## **8. RIGHTS OF THE INVITING PARTY**

8.1 The Inviting Party reserves the right to change the purpose of use of the leased premises specified in Annex No. 1 to this Notification if necessary.

8.2 Tenders shall be assessed and evaluated on the basis of set criteria by the evaluation committee appointed by the Inviting Party.

8.3 The Inviting Party reserves the right to negotiate on tenders.

8.4 The Inviting Party reserves the right to reject all submitted tenders or to cancel the selection of the tenant at any time without providing reasons. LP points out that the selection of tenants of the leased premises is not subject to Act No. 134/2016 Coll., on Public Procurement, as amended, nor to the relevant provisions of the Civil Code on public competition for the best offer or on public promise.

8.5 The Inviting Party reserves the right, in the event that the negotiations with the winning tenderer are terminated for any reason, to start negotiations with the next tenderer in the order, first with the second and then possibly with the third in the order.

8.6 Each tenderer submits their tender free of charge and cannot assert any financial or other claims against the Inviting Party in connection with the submitted tenders.

8.7 The Inviting Party shall not return the tenders evaluated and shall keep them as proof of the progress of the Tender Procedure.

8.8 The tenderer is not entitled to reimbursement of costs incurred in connection with the preparation of their tender.

8.9 Each tenderer agrees that the information provided in their tenders may be disclosed to the authorised staff of LP and the external consultants of LP.

8.10 The announcement of the results of the Tender Procedure does not mean the Inviting Party's acceptance of the Draft Contract with the winning tenderer. The Inviting Party is entitled to further negotiate with the selected tenderer on the proposed modifications of the Contract. If the Parties do not agree on a change to the Contract, the tenderer is obliged to conclude the Contract with the wording as stated in Annex No. 4 to this Notification.

8.11 This announcement has been executed in two language versions, namely in the Czech and English languages. In case of any discrepancies between the Czech and English versions, the Czech version will prevail.

**Complete Documentation – Annexes:**

Annex No. 1 – Specification of the Subject of the Lease

Annex No. 2 – Solemn Declaration Template

Annex No. 3 – List of Requested Documents

Annex No. 4 – Lease Contract Template

Annex No. 5 – Qualitative Criteria

Annex No. 6 – Tender Price

Annex No. 7 – Qualification Criteria

Annex No. 8 – Authorisation of 10 October 2021

In Prague, November 12, 2021

Signature:

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**Ing. František Kachlík**  
Executive Director of Commercial Activities