

Tender Documentation for the procurement procedure for
“Airfield Inspection Management Software”
(hereinafter referred to as “Tender Documentation“)

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(hereinafter referred to as the “**Tendering Entity**“)

I. INTRODUCTORY PROVISIONS, DEFINITIONS AND TERMS

- I.1** This procurement procedure concerns the awarding 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 for the most advantageous tender pursuant to Sec. 1772 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended, (hereinafter only as “**Civil Code**“).
- I.2** This Tender Documentation, including all appendices, is provided solely for the purpose of the drawing up of a tender for awarding the Contract in the above-mentioned procurement and the Contractor will not use it for any other purpose.
- I.3** The terms used below in this Tender Documentation will have the meaning defined in this subparagraph I.3 of the Tender Documentation, and will always be capitalised in the text of the Tender Documentation:
- I.3.1 “Contractor“** means a legal entity or a natural person engaged in business.
- I.3.2 “Tenderer“** means a Contractor who has submitted a tender in the procurement procedure on the basis of this Tender Documentation.
- I.3.3 “Tender Price“** means the price set on the basis of the rules set out in article IV of this Tender Documentation.
- I.3.4 “Model Agreement“** means a draft agreement or draft agreements that constitutes Appendix B and C to this Tender Documentation
- I.4** Other terms may be defined directly in the text of the Tender Documentation; the definition of a term will 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 a supply, implementation and service support of Airfield Inspection Management Software (hereinafter only as “AIMS“). AIMS must comply at a minimum with all requirements that are marked in the Appendix E_Technical requirements as “mandatory”. Otherwise the Tenderer's tender will be excluded from further assessment procedure.
- II.2** **Cooperation with the selected Tenderer will be performed on the basis of a sample agreement or agreements.**
- II.3** **The agreement (or agreements) will be concluded with one (1) Tenderer who will comply with all conditions stipulated in these Tender Documentation and submit the lowest Tender Price.**
- II.4** Place of performance: The grounds of the Prague/Ruzyne.

- II.5** Time of Performance: the implementation shall be finished within 180 calendar days from the date of signing of the agreement and 48 months of provision of services from the entry into effect of the agreement.
- II.6** A detailed specification of the subject of the Contract and additional terms and conditions are described in the Appendix B, Appendix C, Appendix E and Appendix F hereto.

III. QUALIFICATION CRITERIA

- III.1** The qualification criteria set by the Tendering Entity for this Contract are deemed to be met by a Tenderer:
- III.1.1** Who is not in liquidation;
 - III.1.2** Whose assets are not or were not, over the last 3 years, subject to insolvency proceedings in which a decision on bankruptcy or insolvency motion was issued; an insolvency motion was not denied due to the insufficiency of the assets for covering the costs of the insolvency proceedings and bankruptcy was not cancelled due to the absolute insufficiency of assets, and receivership was not introduced pursuant to special legal regulations;
 - III.1.3** Whose tax records do not show tax debts, both in the Czech Republic and in the country of its registered seat, place of business, or residence;
 - III.1.4** Who has not any outstanding arrears in respect of premiums or penalties of the public health insurance, social security, and state employment policy, both in the Czech Republic and in the country of its registered seat, place of business, or residence,
 - III.1.5** Who was not finally sentenced of a criminal offence the nature of which is related to the Tenderer's line of business according to the special legal regulations, or whose criminal records regarding conviction of such criminal offence has not been expunged; in the case of a legal entity this condition must be met by a statutory body or each member of the statutory body, and if the statutory body of the Tenderer or a member of the Tenderer's statutory body is a legal entity, this conditions must be met both by the legal entity and its statutory body or each member of the statutory body of the same legal entity; if the tender is submitted by a foreign legal entity via its organizational unit, the qualification criterion according to this subparagraph must be met, in addition to the above mentioned persons, also by the head of the organizational unit; the relevant criterion must also be met by the Tenderer's authorized representatives or other persons authorized to act for the Tenderer on the basis of a power of attorney; the same qualification criterion must be met by the Tenderer both in relation to the territory of the Czech republic and to the country of its registered office and residence.
 - III.1.6** Who did not, over the last 3 years, commit the act of unfair competition by means of bribery as defined in Sec. 2983 of the Civil Code;
 - III.1.7** Who is not enrolled on the black list of persons banned to participate in the performance of public contracts;
 - III.1.8** Who showed an authorization to engage in business;
 - III.1.9** Who has completed over the past 5 years at least 2 significant contracts. For the purpose hereof a significant contract means a successful implementation of system (including service support) that work with tasks / activities over maps, which are automatically updated from 3 sources (Getting, Updating, and Displaying Tasks / Map Activities).
- III.2** The criteria set out in subparagraphs III.1.1 to III.1.7 will be documented by the Tenderer by a sworn declaration for which the Tenderer may use the model that constitutes appendix A to this Tender 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 subparagraph III.1.8 will 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 conform to the subject of the Public Contract).

- III.4** The Tenderer will prove compliance with the criterion stated in subparagraph III.1.9 by a sworn declaration which will contain a reference to an entity for which a supply was made, with a description of the subject, time of performance, price of a contract, registered office or other address and a contact person of such entity, stating email address and telephone (former contracts for the Tendering Entity need not be proved, the name, number and the date of the contract will be considered sufficient). The statement will also include a date and a signature of a person acting for the Tenderer.
- III.5** If the Tenderer has fulfilled any of the qualification criteria in another tender organised by the Tendering Entity over 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 subparagraph VII.2 of the Tender 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 will be liable jointly and severally to the Tendering Entity and any third persons with respect to any liabilities arising in connection with the performance of the subject of this Contract or arising due to a 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 principal 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 contractors submitting a joint tender must meet the qualification criteria set out in subparagraph III.1.1 to III.1.8. The criterion mentioned set out in subparagraphs III.1.9. hereof must meet always at least one of Tenderer of joint tender.
- III.8** If a Tenderer is not able to document compliance with the qualification criterion listed in subparagraph III.1.8 of the Tender Documentation (authorisation 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 the missing part of compliance with the qualification requirements through a subcontractor. In such a case the Tenderer is required to submit to the Tendering 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 originals or authenticated copies of the documents for which the Tenderer submitted simple copies in its tender. If requested by the Tendering Entity, the submission of the originals of documents will constitute a condition for the conclusion of the agreement.
- III.10** **In the event that the qualification criteria are not met or the information provided is untrue, the Tenderer's tender or joint tender will not be evaluated.**

IV. ELABORATION OF THE TENDER AND THE TENDER PRICE

- IV.1** In drawing up its draft agreement (or agreements), the Tenderer is obliged to use Appendix B, C to the Tender 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 Tendering Entity is not obliged to accept that modification and reserves the right to negotiate about the proposal. By submitting a tender the Tenderer agrees that the provisions of Section 1740 (3) first sentence of the Civil Code will not apply for entering into an agreement with the selected Tenderer.
- IV.2** If the Tenderer fails to provide the Tendering Entity with a cooperation necessary for entering into an agreement within 14 calendar days, the Tendering Entity reserves the right to terminate negotiations and accepts the tender of the Tenderer whose tender has been placed as the next most advantageous in the order.
- IV.3** Tenderer will provide a sworn declaration on ownership structure of the company up to final owners as at the date of the submission of a tender. In the case that an ultimate beneficiary of the income and/or profit of the Tenderer is a person other than the owner, Tenderer will provide a list of such beneficiaries. The list of owners and beneficiaries with the percentage of share hold by each person

will be attached to the sworn declaration. In the case of a Tenderer whose legal status is a joint stock company and whose shares are listed on the stock exchange, Tenderer will provide in the sworn declaration required information only in relation to the shares that are not traded on stock exchange.

- IV.4** The Tendering Entity is an entity pursuant to Section 2 (1) letter n) of the Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (hereinafter only as “**Act on the Register of Contracts**”) and as such it is obliged, if the draft agreement is concluded, to publish it in accordance with the Act on the Register of Contracts. The Tenders will indicate in the draft agreement and any annexes thereto, the spots supplemented by it which forms a trade secret pursuant to Section 504 of the Civil Code (hereinafter only as “**Trade Secret**”), where the Tenderer requires protection of the Trade Secret and at the same time disagrees with public disclosure of such parts according to the Act on the Register of Contracts. The Tendering Entity informs tenderers that within the indication of the parts of the agreement which constitute the Trade Secret the Tenderer is required to submit substantiation to such parts, describing fulfilment of the elements of Trade Secret. The Tendering Entity further informs tenderers that each act may be indicated as Trade Secret only providing that all elements of the trade secret set forth in Section 504 of the Civil Code has been fulfilled simultaneously.
- IV.5** With respect to the subject of performance of the Contract and the Tendering Entity’s requirements, the Tenderer represents by submitting the tender that an agreement will be concluded between commercial operators and the provisions of Section 1799 and Section 1800 of the Civil Code will not apply to entering into the agreement with the selected Tenderer.
- IV.6** The Tender Price set in the draft agreement will be the highest admissible, will be set in Czech crowns and exclusive of value-added tax. VAT in line with the applicable legal regulations will be added on top of the price. The Tender Price will include transport costs and any and all other costs of the Tenderer which need to be expended in the performance of the Contract.
- IV.7** The Tenderer will be responsible for including all 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.
- IV.8** The basis for setting the Tender Price is a table in the Appendix D to the Tender Documentation which will form an integral part of the Tenderer’s tender.
- IV.9** The unit prices used for the determination of the Tender Price will be deemed the maximum prices throughout the term of the performance of the subject of the Contract.

V. DEADLINES FOR AND MANNER OF BID SUBMISSION

- V.1** The deadline for the submission of the tenders drawn up in line with the Tender Documentation: **4. 9. 2017 by 13:00**. The Tenderers will be bound by their tenders for the minimum time period of 180 calendar days after the deadline for submitting the tender.
- V.2** The Tendering Entity reserves the right to extend the time period for the submission of tenders.
- V.3** Tenders may be submitted throughout the entire tender submission period in electronic form, either:
By e-mail to the following address: vr0122002644@cah.cz . This e-mail box is designated solely for the submission of tenders and it will only be made accessible to the Tendering Entity after the expiration of the tender submission period. Therefore, **DO NOT USE** that e-mail address for requests for supplementary information to the Tender Documentation or any other communication with the Tendering Entity. **Email box for submitting tenders has a data limit of 12 MB for one (1) sent message. If a message with the Tenderer's tender contains any attachments the total size of which exceeds 12 MB, the Tendering Entity recommends dividing such attachments into more messages with a maximum limit of 12MB per one (1) message.**
- V.4** .A tender must be delivered prior to the expiration of the tender submission period.
- V.5** A tender will be drawn up in Czech or English
- V.6** A tender will contain the requested documents broken down as follows:
- V.6.1** Cover sheet,
 - V.6.2** documents proving compliance with the qualification criteria,

- V.6.3** draft agreement (or agreements), including all Appendices. Sample agreement will be sent in the format .doc or .docx (MS Word).
 - V.6.4** Tender price (completed Appendix D to this Tender Documentation) set forth in accordance with subparagraph V. 8 et seq. The Appendix D will be sent signed in the format PDF and simultaneously also as a completed Appendix D in the format .xls or .xlsx (MS Excel).
 - V.6.5** a sworn declaration regarding ownership structure as per subparagraph V. 3 hereof
 - V.6.6** Technical part of the tender: (completed Appendix E to this Tender Documentation)
- V.7** The above-mentioned documents and any other materials submitted by the Tenderer will be attached to the e-mail message in a scanned form or other required form. All documents that must be signed according to this Tender Documentation (in particular a draft agreement and sworn declarations) will be attached to the e-mail message in scanned format .pdf, signed by the relevant person.

VI. BID EVALUATION METHOD

- VI.1** Tenderers' tenders will be assessed according to economic advantageousness of tenders. Subcriteria include the Tender Price without VAT according to art. V hereof and the assessment of technical and functional solution, with the following scale being assigned to each subcriterion:

VI.1.1 Tender price	70%
VI.1.2 Technical, functional solution	30%
- VI.2** The Tender Price will be inserted by the Tenderer into the Appendix D to the Tender Documentation, specification of the technical version/solution will be attached in a separate document according to art. VI.6.4 of the Tender Documentation.
- VI.3** Tenders will be assessed so that the most advantageous value of the subcriterion will receive the highest ranking (100 points) and the ranking of the same subcriterion of other tenders will be recalculated proportionally to the most advantageous tender. Within the subcriteria the following values will be considered the most advantageous:
 - VI.3.1** the lowest Tender Price,
 - VI.3.2** Technical and Functional Solution with the highest assigned ranking.
- VI.4** Evaluation criterion "Technical solution" will be evaluated by following procedure:
 - VI.4.1** Each requirement mentioned in Appendix D is classified by priority in order to express importance attached to the requirement by the Contracting Entity. This priority is set in range 1 to 10, where 1 means the lowest priority and 10 means the highest priority (hereinafter "**Priority Points**" or "**PP**").
 - VI.4.2** The evaluation committee will evaluate, how each tender fulfil each requirement and gives points in range 1 to 50, where 1 means the worst value and 50 means the best value (hereinafter "**Awarded Points**" or "**AP**")
 - VI.4.3** Final count of points for each requirement will be set as a product of a priority and value of points from committee (PP x AP). The solution which achieves the highest sum of points for all requirements is the best one.
- VI.5** After evaluation of criterions those will be multiple with percentage priority in accordance with art. VII.1. of this Contract documentation. This procedure will be done in every tender and total value of points will set the order of the tenders. The evaluation of the tender is going to be made according to the following formula:
 - VI.5.1** $P1 = (B : E) \times 70$ - where B means the best (lowest) value, E means evaluated value, P1 means number of points for tender price
 - VI.5.2** $P2 = (E : B) \times 30$ - where B means the best (highest value, E means evaluated value, P2 means number of points for Technical solution
 - VI.5.3** $P = P1 + P2$ - where P means total score of points.

- VI.6** The order of tenders will be determined by the sum of all values representing economic advantageousness of each subcriterion, where the most advantageous tender will be the tender which receives the highest total number of points.
- VI.7** The assessment of tenders and their evaluation according to the set criteria will be performed by a committee appointed by the Tendering Entity.
- VI.8** The Tendering Entity reserves the right to act at own discretion about the Tender Price with Tenderers who tenders will be evaluated or announce an electronic auction. Negotiations (bidding) or electronic auction will take place after all tenders are checked as complete and evaluated. Tenderers will then be allowed to offer to the Tendering Entity within the negotiation procedure or the electronic auction a more advantageous price. Negotiations or electronic auction can take place in more rounds.
- VI.9** By submitting the tender the Tenderer agrees that in case that negotiations are conducted about the Tender Price according to VII.9 of this Tender Documentation or if final results are announced according to VII.12, information about his Tender Price may be disclosed to other tenderers who submitted the tender for this Contract.
- VI.10** Detailed terms and the procedure of negotiations or electronic auction will be communicated to Tenderers whose tenders will be assessed.
- VI.11** Tenderers will be informed of the selection of the most suitable tender in writing after the procurement procedure is closed.

VII. SUPPLEMENTARY INFORMATION

- VII.1** The deadline for the submission of inquiries concerning the Tender Documentation and its appendices has been set by the Tendering Entity to **25. 8. 2017, by 11:00**. In that time-period, the inquiries must be delivered to the Tendering Entity's contact person.
- VII.2** Contact person of the Tendering Entity: **Martin Sotornik**
- VII.3** Inquiries may only be submitted electronically, to: martin.sotornik@cah.cz. Any inquiries made by telephone will be disregarded.
- VII.4** Answers to all inquiries, without specifying who made them, will be sent to all of the persons who submitted questions and to all parties interested in participating in this procurement who sent their contact information to the Tendering Entity.
- VII.5** The Tendering Entity notifies Tenderers via the Tender Documentation and the appendices thereto of all facts and legal circumstances that are known to it and that are necessary for entering into an agreement. The Tenderer has an option to make clear all uncertainties by means of inquiries to the Tender Documents.

VIII. RIGHTS OF THE TENDERING ENTITY AND OTHER TENDER CONDITIONS

- VIII.1** The Tendering 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 delivered to the Tenderer signed by the statutory representatives or authorised representatives of both contractual parties. Any previous acts on the part of the Tendering Entity (including the announcement of the outcome of the procurement) do not constitute acceptance of the Tenderer's tender and do not bind the Tendering Entity to provide any performance. By signing the tender, the Tenderer takes that into account.
- VIII.2** The Tendering Entity has the right to terminate negotiations about entering into an agreement, even without any explanation, or the existence of a justified reason, without any liability to the Tenderer, even if entering into an agreement shows to be highly probable. For this case the Tenderer agrees, by submitting the tender, that the provisions of Section 1729 of the Civil Code will not apply for the purpose of the procurement and entering into the agreement with the selected Tenderer.
- VIII.3** The Tendering Entity reserves the right to cancel the tender or a part thereof at any point and also reserves the right to specify or modify the tendering documentation at any time, up until the selection of the most advantageous tender. All contractors whose contact information the Tendering Entity has will be informed of such specification and the specification will be published for any unregistered contractors in the E-ZAK application at <https://zakazky.cah.cz>. Hence, the Tendering Entity recommends that contractors who wish to take part in the procurement sent their e-mail address to the contact information specified in subparagraph VII.3. Furthermore, the Tendering Entity

recommends that all contractors, prior to submitting their tender, check the current text of the Tender Documentation published in the E-ZAK application. The period for the submission of tenders specified in subparagraph V.1 may be appropriately extended by the Tendering Entity following the specification of the Tender Documentation.

- VIII.4** The Tenderer is required to submit no later than by the day of signing the agreement a proof of the existing third party liability insurance with a minimum sum insured of CZK 1,000,000. A simple copy of the valid insurance contract or the insurance certificate issued by an insurer or a broker with whom the Tenderer is insured will be accepted as a proof of the existing insurance coverage. In case that more persons submit a joint tender in the procurement, the fulfilment of this criterion must be proven by all persons who submit a joint tender. If the selected Tenderer fails to submit the proof within the above mentioned time period, the Tendering Entity has the right to terminate negotiations about signing the agreement with the Tenderer and open the same negotiations with the Tenderer whose tender has been placed as the next more advantageous in the order.
- VIII.5** Tenderers submit their tenders free of charge, and may not make any claims with respect to the Tendering Entity on the basis of the submission of the tender. Tenderers are not entitled to the compensation of any costs related to the drawing up of their tenders.
- VIII.6** In the event of questions, the Tendering Entity's evaluation committee may ask a Tenderer to explain its tender in writing. In its request for a written explanation, the evaluation committee will state where it sees ambiguities in the tender which the Tenderer is to explain. The evaluation committee will set a time-period within which the Tenderer will 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 will eliminate the tender from further evaluation and assessment.**
- VIII.7** The Tendering Entity reserves the right to eliminate a Tenderer who has or previously had problems with the performance of its obligations to the Tenderer.
- VIII.8** If the documents presented by the Tenderer, showing compliance with the qualification criteria or the sworn declaration about the Tenderer's ownership structure, contain untrue information, the Tenderer will be immediately eliminated from participating in the given procurement. The Tenderer will be excluded from participation in the Tendering Entity's procurements for the next 2 years.
- VIII.9** The trade or 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 procurement procedure.

IX. APPENDICES TO TENDERING DOCUMENTATION

IX.1 The following appendices constitute an integral part of this Tender Documentation:

- IX.1.1** Appendix A – Model Sworn Declaration
- IX.1.2** Appendix B – Draft Agreement for Work
- IX.1.3** Appendix C – Draft Service Agreement
- IX.1.4** Appendix D – Tender Price Calculation
- IX.1.5** Appendix E - Technical requirements
- IX.1.6** Appendix F – Technical and Functional Specification

Mgr. Petr Baxa v.r.

Český Aeroholding, a.s.