

Contract Documentation for the procurement procedure for
“Retractable belt barriers and accessories for belt barriers”

(hereinafter referred to as “Contract Documentation“)

Company name: Letiště Praha, a. s.

With its registered seat: Prague 6, K letišti 1019/6, postcode 161 00

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

ID No.: 282 44 532

Tax ID: CZ699003361

Represented by: Mr. Jiří Kraus, Vice-Chairman of Board and
Mr. Milan Špaček, Member of Board

(hereinafter referred to as the “Contracting Entity“)

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 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter only as “**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 IV of this Contract Documentation.
- I.3.4 “Model Agreement“** means the pre-defined draft agreement that constitutes Appendix B to this Contract Documentation.
- 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 recurring purchase of belt barriers and accessories for these belt barriers. Offered belt barriers shall be compatible with current magnetic belt barriers (Viaguide Beltrac Classic model stainless steel Brushed 4301).
- II.2** The subject of the Contract also includes provision of common equipment of belt barriers, retractable belts in various colour and lengths, retractable belts with digital imprint/print, and information boxes.
- II.3** Services included in Tender Price shall consist of at least:
- Training of employees for maintenance- certificate will be issued for such employees (for 8 employees);

- II.4 Post-warranty service – repair or replacement goods, maximum period of 14 days. The Tenderers will provide the List of spare parts which included the Price and also the minimum pieces for order.**
- II.5 Place of performance:** The grounds of the Václav Havel Airport Prague.
- II.6 Time of performance:** prerequisite from 31.12.2017 for 4 years.
- II.7** A detailed specification of the subject of the Contract and the terms and conditions of its performance are stated in the Model Agreement.
- II.8** The Contracting Entity hereby informs that the performance of this Contract is fully subject to the operation of the Václav Havel Airport Prague and that all of the Contracting Entity's operating measures must be adhered to in its performance. On the basis of a notice from the Contracting Entity or one of its organisational units, the execution of work in the period set by the Contracting Entity may be shifted to night hours (i.e., from 10:00 p.m. to 5 a.m.) or to days of rest, statutory holidays, etc. The Tenderer shall take that fact into account when setting the Tender Price.

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** Who is not in liquidation;
 - III.1.2** Whose assets are not or were not, in the last 3 years, subject to insolvency proceedings in which a decision on bankruptcy was issued; an insolvency proposal 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, or whose criminal offence the nature of which is related to the Tenderer's line of business, has not been expunged, in the case of a natural person; in the case of legal entity, this condition must be met by the statutory body or each member of the statutory body, the head of the organisational unit of a foreign legal entity or a representative authorised by the statutory body, or other persons authorised to represent the legal entity on the basis of a power of attorney;
 - III.1.6** Who did not, in 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 authorisation to engage in business;
 - III.1.9** Who, in the last 2 years, has performed at least 1 similar contract at the international airport, worth at least 7600 EUR without VAT and 2 similar contracts at any other place, each worth at least 7600 EUR without VAT.
 - III.1.10** Who provide belt barriers shall be compatible current magnetic belt barriers
- III.2** The criteria set out in paragraphs III.1.1 to III.1.7 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.1.8 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 criterion set out in paragraph III.1.9 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 VII.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.1.8. The criterion listed in paragraph III.1.9 to III.1.10 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.1.8 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. ELABORATION OF THE BID AND THE TENDER PRICE

- IV.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. 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.
- IV.2** Tenderer shall provide statutory declaration on **ownership structure** of the 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.
- IV.3** 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.

- IV.4** 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.
- IV.5** The price set in the draft agreement shall be the highest admissible, shall be set in EUR 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.
- IV.6** 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.
- IV.7** 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. DEADLINES FOR AND MANNER OF BID SUBMISSION

- V.1** The deadline for the submission of the tenders drawn up in line with the Contract Documentation: **30.10.2017 by 10:00 a.m.** The Tenderers shall be bound by their tenders until **31. 12. 2017**.
- V.2** Bids may be submitted throughout the entire tender submission period in electronic form, either:
 - V.2.1** By e-mail to the following address: vr0224003699@cah.cz. This e-mail box is designated solely for the submission of tenders and it will only be made accessible to the Contracting Entity after the expiration of the tender submission deadline. Therefore, **DO NOT USE** that e-mail address for requests for supplementary information to the Contract Documentation or any other communication with the Contracting Entity.
- V.3** A tender shall be drawn up in Czech or English.
- V.4** A tender shall contain the required documents with the following structure:
 - V.4.1** Documents showing compliance with the qualification criteria;
 - V.4.2** Draft Agreement (signed Model Agreement with the required information filled in), including all appendices;
 - V.4.3** The Tender Price
 - V.4.4** Statutory declaration on ownership structure in accordance with art. IV.2 hereof.
- V.5** The above-mentioned documents and any other materials submitted by the Tenderer shall be enclosed with the e-mail message 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 enclosed with the e-mail message in scanned format, .pdf, signed by the relevant person.

VI. BID EVALUATION METHOD

- I.1** The Tenderer Bids shall be evaluated according to the economic advantageousness of the tender. Partial evaluation criteria are:
 - a) The Tender price in EUR exclusive VAT – weighting 50%
 - b) Quality of product – weighting 50%.

Detail description of each of the partial evaluation criteria is included in Annex C.

Ad a) (lowest tender price / tender price of the specific evaluated offer) x 100 x weight of the criterion = economic advantageousness of the criterion;

Ad b) within this sub criterion the general quality, functionality, used materials, compatibility with current magnetic belt racks, methods of anchor, elaboration will be evaluated. Each professional member of the committee will allocate mark between 1 and 3, where 3 is the best rating and 1 is the worst (unsatisfactory). As the best offer will be evaluated a bid, which will receive the highest sum of points from all committee members.

The ranking of the bids will be determined by the sum of the economic benefits of the individual criteria, with the most appropriate bid being the highest score.

- VI.1** For evaluation purposes the quality of product Tenderers submit samples of 1 pcs magnetic belt barriers and 1 pcs mobile belt barriers in minimum length 2,3 m without print or some advertising. The sample from winner Tenderer will served as a Gold Collection for whole period of Agreement and will stay at Prague Airport. The samples from other Tenderers will be return and Tenderers shall arrange the pick up at own cost.
- VI.2** The Tenderers shall deliver the samples free of charge to the following address: Letiště Praha, a. s., Central Purchasing Warehouse, in time 6:00 – 14:00. The Samples must be delivery at the latest by the date of submission of the offer.
- VI.3** 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.
- VI.4** 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. Once informed about the lowest price, Tenderers will be able to propose a more advantageous tender to the Contracting Entity during negotiations or in an electronic auction.
- VI.5** 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.
- VI.6** 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.
- VI.7** Tenderers will be informed in writing about the selection of the most advantageous tender after the end of the tender.
- VI.8** The Winning Tenderer agree that the product samples provided by the Tenderer for evaluation will serve as the Gold Collection, where performance provided under the Contract will be compare with this Gold Collection and will have to be totally qualitatively identical.

VII. SUPPLEMENTARY INFORMATION

- VII.1** The deadline for the submission of inquiries concerning the Contract Documentation and its appendices has been set by the Contracting Entity as **23.10.2017, by 10:00 a.m.** In that time-period, the inquiries must be delivered to the Contracting Entity's contact person.
- VII.2** Contact person of the Contracting Entity: **Ing. Veronika Nemečková**
- VII.3** Questions may only be submitted electronically, to: veronika.nemeckova@cah.cz and pavlina.neubergova@cah.cz. Inquiries made by telephone shall be disregarded.
- VII.4** Answers to all inquiries, without specifying who made them, shall be sent to all of the persons who submitted questions and to all parties interested in participating in this Contract who sent their contact information to the Contracting Entity.

VIII. RIGHTS OF THE CONTRACTING ENTITY AND OTHER TENDER CONDITIONS

- VIII.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 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.
- VIII.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 application at <https://zakazky.cah.cz>. 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 VII.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 application. The time-period for the submission of tenders specified in paragraph V.1 may be appropriately extended by the Contracting Entity following the specification of the Contract Documentation.

- VIII.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 EUR 19 000,- 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.
- VIII.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.
- VIII.5** The Contracting Entity shall not return the tenders assessed, and shall keep them as documents of the course of the award procedure of the Contract.
- VIII.6** 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.**
- VIII.7** 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.
- VIII.8** 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.
- VIII.9** 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. APPENDICES TO TENDERING DOCUMENTATION

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

- IX.1.1** Appendix A – Model Sworn Declaration
- IX.1.2** Appendix B – Model Agreement, including all appendices
- IX.1.3** Appendix C – Price Calculation

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