

Tender Documentation for Procurement Procedure 0424001815

REQUEST FOR PROPOSAL
„DELIVERY OF NEW SELF PROPELLED PALLET/CONTAINER LOADER“

(hereinafter referred to as “Tender Documentation”)

Contracting entity: **Czech Airlines Handling, a.s.**
With registered office: Prague 6, Aviatická 1017/2, PSČ 160 08, Czech Republic
Corporate ID Number: 256 74 285
VAT Reg. Number: CZ699003361
Company is registered in the Commercial Register maintained by the Municipal Court in Prague, section B, insert 17139
Represented by Jiří Jarkovský, Chairman of the Board of Directors
Michal Soukup, Vice-Chairman of the Board of Directors

(hereinafter referred to as “**CSAH**” and/or “**Contracting entity**”)

I. INTRODUCTORY PROVISIONS, DEFINITIONS AND INTERPRETATION

- I.1** This selection procedure constitutes the assignment of a public contract (hereinafter referred to as the “**Contract**”) outside the scope of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the “**Act**”); it is not a public tender for the best bid pursuant to Section 1772 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”).
- I.2** This Tender Documentation including all annexes is provided only for the purposes of preparing the bid to assign the Contract in the aforesaid selection procedure, and the Contractor may not use it for any other purposes.
- I.3** The terms provided below have meanings as defined in this Article I.3 of the Tender Documentation, and are always capitalized in the text of the Tender Documentation:
- I.3.1** The “**Contractor**” shall mean a legal entity or individual entrepreneur.
- I.3.2** The “**Applicant**” shall mean a Contractor who/which submitted a bid in the selection procedure under this Tender Documentation.
- I.3.3** The “**Bid Price**” shall mean the price determined on the basis of rules provided in Article IV of this Tender Documentation.
- I.3.4** The “**Model Agreement**” refers to a predefined draft of contract, which forms Attachment no. 2 of this Request for Proposal.
- I.4** Other terms may be defined directly in the text of the RFP, and such term shall be highlighted in bold and preceded by “**hereinafter referred to as**”, and whenever such term occurs further in the text of the RFP it shall always be capitalized.

II. SUBJECT - MATTER, PLACE AND TIME OF PERFORMANCE

- II.1 The subject of this RFP is delivery of **1 piece of a brand new self-propelled pallet/container loader, year of production at least 2017 in accordance with attached technical specifications, mentioned in Attachment 1 of this RFP, delivery terms of DAP Prague airport included.**
- II.2 Each offer shall include the scan of Model Agreement filled in and signed by the Applicant.
- II.3 Place of Delivery: Czech Airlines Handling, a.s., Vaclav Havel Airport Prague, Prague 6, Czech Republic
- II.4 Delivery terms: DAP Prague – Vaclav Havel Airport Prague (PRG), at latest at the end of December 2017
- II.5 A detailed specification of the subject of this RFP and the terms and conditions of its performance are stated in the Model Agreement.

III. QUALIFICATIONS CRITERIA

- III.1 The qualifications criteria prescribed by the Contracting Authority for the present Contract are fulfilled by the Applicant that:
 - III.1.1 Is not being wound-up;
 - III.1.2 Is not or has not been subject to insolvency proceedings involving its assets, in which the declaration of bankruptcy has been issued or insolvency petition has not been rejected due to lack of assets on the part of the Applicant to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been cancelled because of the Applicant's insufficient property or in respect of which the receivership has been imposed on under separate legal regulation in the preceding 3 years;
 - III.1.3 Has no outstanding tax arrears registered in tax records, both in the Czech Republic and in the country of its registered office, place of business or residence;
 - III.1.4 Has no outstanding arrears in respect of payments and penalties of public health insurance, social security and contributions to state employment policy both in the Czech Republic and in the country of its registered office, place of business or residence;
 - III.1.5 Has not been finally convicted of a criminal offence, where the facts of the case are related to the object of business activities of the Applicant under separate legal regulations or where the conviction on committing such a criminal offence has been expunged; this condition must be met in the case of a legal entity by such legal entity as well as the governing body thereof or by each member of the governing body, and where a legal entity acts as the Applicant's governing body or a member of the Applicant's governing body, this prerequisite must be met by both legal entity as well as the governing body thereof or by each member of the governing body of such a legal entity; if a bid is submitted by a foreign legal person by means of its organizational branch, the prerequisite pursuant to this subparagraph must be met, in addition to the indicated persons, also by the

manager of such organizational branch; such qualification criterion must also be met by authorized representatives of the Applicant or other persons empowered to act on behalf of the Applicant under a power of attorney; such qualifications prerequisite must be met by the Applicant both in relation to the territory of the Czech Republic and to the country of its registered office, place of business or residence;

- III.1.6** Has not accomplished elements of unfair competition practices in the form of bribery pursuant to Section 2983 of the Civil Code in the preceding 3 years;
- III.1.7** Is not enrolled on the black list of persons banned to participate in the performance of public contracts;
- III.1.8** Has demonstrated its license to pursue a business activity;
- III.2** The fulfillment of the criteria contained in cl. III.1.1 to III.1.7 shall be demonstrated by the Applicant by a sworn declaration; the form which constitutes Attachment 2 hereto may be used for such purposes. Such sworn declaration must be signed by a person authorized to act on behalf of the Applicant in compliance with the valid and effective entry of the Applicant in the Companies Register or by a person authorized to act on behalf of the Applicant under a power of attorney.
- III.3** The fulfillment of the criterion contained in cl. III.1.8 shall be demonstrated by the Applicant by a simple (not certified) copy of an extract from the Companies Register and simple (not certified) copies of trade licenses or an extract from the Trade License Register or from another register if the Applicant or the applicant is to be entered in such register under special legislation (the scope of the trade license must correspond to the subject-matter of the Contract).
- III.4** If the Applicant has fulfilled any of the qualification criteria within another procurement procedure announced by the Contracting Authority in the preceding 12 months and details mentioned in such documents have not changed, such Applicant does not have to demonstrate the fulfillment of such criteria again; however it is obliged to notify the contact person indicated in cl. VII.2 hereof of the name of the procurement procedure within which it demonstrated the fulfillment of such criteria.
- III.5** If a joint bid is submitted for the procurement procedure by several suppliers, they shall be obligated to submit to the Contracting Authority a statement containing a commitment that all of those suppliers will be held liable jointly and severally to the Contracting Authority and to third parties in respect of any obligations incurred in the context of the subject-matter of the Contract and/or incurred as a result of a delay or any other breach of contractual or other obligations in connection with the performance of the subject-matter of the present procurement procedure. The statement must indicate one of the suppliers submitting a joint bid as the general supplier and such general supplier must be granted a power of attorney to act on behalf of the other suppliers submitting a joint bid in all matters relating to the procurement procedure, execution of the agreement and performance thereof.
- III.6** All the suppliers submitting a joint bid must fulfill the qualification criteria contained in cl. III.1.1 to III.1.8. The criterion contained in cl. III.1.9 hereof must be fulfilled by at least one of the suppliers submitting a bid jointly.

- III.7** Where the Applicant is unable to demonstrate the fulfillment of the qualification criteria contained in cl. III.1.8 hereof (a license to pursue a business activity) or, where appropriate, any of the other qualification criteria prescribed by the Contracting Authority in the full scope, such Applicant is entitled to demonstrate the fulfillment of lacking qualifications through a subcontractor. In such case, the Applicant is obliged to include in the bid submitted to the Contracting Authority an agreement entered into with such subcontractor under which the subcontractor is obliged to provide certain performance of the Contract by the Applicant or to provide certain things or grant certain rights to the Applicant for the purposes of the performance of the Contract, at least in the scope in which the subcontractor demonstrated the fulfillment of qualification criteria.
- III.8** Prior to signing the contract for work, the Contracting Authority reserves the right to request the selected Applicant to provide the originals or certified copies of documents submitted by the Applicant in its bid only in simple copies. The provision of original documents shall be a condition to signing the contract for work should they be requested by the Contracting Authority.
- III.9 In the event of failure to fulfill the qualification criteria or in the event of indicating false information, the bid submitted by the Applicant or a joint bid, if applicable, shall not be evaluated.**
- III.10** The Contracting Entity advises the Applicant that it is an entity within the meaning of Section 2(1) n) of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (hereinafter referred to as the "Act on the Register of Contracts"), and as such it is obliged, if the draft agreement is concluded, to publish the Agreement in accordance with the Act on the Register of Contracts.

IV. BID PREPARATION

- IV.1** The Applicant shall use Model Agreement, Attachment No. 3_ to the Tender Documentation to prepare the draft agreement. The Applicant is not entitled to change this model General Purchase Agreement; the Applicant may only complete the marked places (identification data, price). As part of an accompanying document (special proposal), the Applicant may suggest amendments to other provisions of the Agreement; the Contracting Entity is not obliged to accept such amendments and reserves the right to negotiate on any such proposal. In such a case, the Applicant agrees that the provisions of Section 1740(3), first sentence, of the Civil Code shall not apply to the conclusion of the Agreement with the selected Applicant.
- IV.2** In the event the selected Applicant fails to provide the Contracting Entity with assistance necessary to enter into the Model Agreement within 14 (fourteen) calendar days, the Contracting Entity reserves the right to terminate negotiations and accept the Applicant with the second-best bid.
- IV.3** Together with the bid, the Applicant shall submit an affidavit concerning the company's ownership structure as of the date of submission of the bid, up to the end owners. In the event the end beneficiary with respect to the Applicant's income and/or profit generated by the Applicant is a person different from the owner, the Applicant shall list any such

beneficiaries. Attached to the affidavit will be a list of the individual owners and beneficiaries indicating their ownership interests. Where the Applicant is a joint-stock company and its shares are traded on a stock exchange, the Applicant shall include in the affidavit the required information only in relation to shares which are not traded on a stock exchange.

- IV.4** The Contracting Entity advises the Applicant that the text “Model Agreement” should be removed from the model Model Agreement, if included in the Agreement. For the purposes of preparing the draft agreement, the Client shall mean the Contracting Entity and the Contractor shall mean the Applicant.
- IV.5** The signed model Model Agreement shall be deemed the Applicant’s proposal to enter into the Agreement and must fulfill the requirements of the legislation of the Czech Republic concerning legal acts and draft contracts.
- IV.6** With respect to the object of the Contract and the Contracting Entity’s requirements, the Applicant declares, by submitting the bid, that the Agreement will be made between entrepreneurs and the provisions of Sections 1799 and 1800 of the Civil Code shall not apply to the conclusion of the Agreement with the selected Applicant.
- IV.7** Under the signed Model Agreement, the individual partial performances will take place. The Contracting Entity will order the partial performance from the Applicant that offers the best Bid Price while meeting all the other requirements of the Contracting Entity.
- IV.8** The Bid Price will be determined in the draft Model Agreement as the highest admissible price in EUR exclusive of VAT. VAT according to the applicable legislation will be added to the price. The Bid Price will include transport costs and any other costs of the Applicant spent when performing the Contract.
- IV.9** The Applicant is responsible for including all costs in the price and for the completeness of the unit prices, including the cost of transport to the place of performance of the Contract and costs related to the specific place of performance of the Contract.
- IV.10** The underlying document for determining the Bid Price is the table forming Annex No. 4 to the Tender Documentation that shall be an integral part of the Applicant’s bid. The individual prices will be filled in the columns marked in yellow.
- IV.11** The unit prices used to create the Bid Price will be considered the maximum prices throughout the performance of the object of the Contract.

V. DEADLINES AND METHOD OF BID SUBMISSION

- V.1** The deadline for the submission of bids prepared in accordance with the Tender Documentation: **30th October 2017, 2PM of Czech local time**. The Applicants shall be bound by their bids for 6 months from the bid submission.
- V.2** The Contracting Entity reserves the right to extend the Deadline for bid submission.
- V.3** Bids may be submitted during the entire deadline for bid submission electronically:
 - V.3.1** by e-mail to vr0424001815@cah.cz. This e-mail box serves solely for bid submission and will be made available to the Contracting Entity only after the deadline for bid submission expires. Therefore, DO NOT USE this e-mail address

for requests for additional information to the Tender Documentation or for any other communication with the Contracting Entity. In the event of a successful delivery of the bid, the Applicant will receive an automatically generated e-mail confirmation. **The e-mail box for bid submission has a data limit of 12 MB per one (1) message sent. In the event the Applicant's message with the bid contains attachment/s whose total size exceeds 12 MB, the Contracting Entity recommends to the Applicant to divide the attachments into several messages and to observe the maximum limit of 12 MB per message.**

- V.4** The bid must be delivered prior to the expiry of the deadline for bid submission.
- V.5** The bid must be prepared in Czech and / or English.
- V.6 The bid must contain the required documents in the following structure:**
- V.6.1** Price per piece (without VAT), incl. DAP Prague - Vaclav Havel Airport (in EUR, without VAT) and all bid details;
- V.6.2** Signed sworn declaration;
- V.6.3** Scan of signed Model Agreement;
- V.6.4** Affidavit of Tenderer about the ownership structure of their company;
- V.6.5** All relevant (technical) documents about offered self-propelled pallet/container loader.
- V.7** The aforesaid documents and any other materials of the Applicant will be attached to the e-mail message in scanned or other required form. All documents that must be signed under this Tender Documentation (especially the model agreement and affidavits) will be attached to the e-mail message in the scanned .pdf format signed by the authorized person.

VI. ADDITIONAL INFORMATION

- VI.1** The time-limit for submitting inquiries or questions with respect to the Tender Documentation and annexes hereto shall be until **26th October, 2017 02:00 p.m. Czech local time**. Any and all inquiries and questions must be delivered to the Contracting Authority's contact person within such time-limit.
- VI.2** Contact person for the Contracting Authority: **Dagmar Kellerová or Roman Spilka**
- VI.3** Any questions and inquiries may be sent to the contact persons by email only, at the address:

dagmar.kellerova@cah.cz – business matters

roman.spilka@prg.aero – technical specifications

No telephone inquiries shall be taken into account.

- VI.4** Answers to all questions, without indicating the questioner, shall be sent to all persons submitting the enquiries/questions and also to all other parties interested in participating in the procurement procedure which have sent their contact details to the Contracting Authority.

VI.5 All factual and legal circumstances which are known to the Contracting Authority and which are necessary to enter into the contract for work are provided by the Contracting Authority in the present Tender Documentation and annexes hereto. Applicants are allowed to clarify any and all ambiguities by submitting an enquiry/question with respect to the Tender Documentation.

VII. METHOD OF BID ASSESSMENT

VII.1 All accepted bids must fulfil the conditions of this RFP and established criteria specified in Attachment No. 1, otherwise will be not further assessed and evaluated by internal commission appointed by Contracting Entity.

VII.2 The Applicants' bids will be assessed according to the amount of the Bid Price exclusive of VAT. The bids will be ranked in an ascending order. The bid with the lowest Bid Price will be assessed as the best bid and the bid with the highest Bid Price as the least suitable bid.

VII.3 The bid assessment and evaluation using the determined criteria will be performed by a committee appointed by the Contracting Entity.

VII.4 The Contracting Entity reserves the right, at its discretion, to negotiate on the Bid Price with the Applicants whose bids will be evaluated, or announce an electronic auction. Any negotiations or electronic auction will take place after the check of completeness and evaluation of all bids. Afterwards, the Applicants will be able to offer the best bid to the Contracting Entity as part of such negotiations or electronic auction. The negotiations or electronic auction may take place in multiple rounds.

VII.5 By submitting a bid, the Applicant gives its consent that if there are negotiations on the Bid Price and the Applicant's bid contains the best Bid Price for the Contracting Entity, this information may be communicated to the other Applicants whose bids are evaluated.

VII.6 Detailed conditions and the method of negotiations or electronic auction will be communicated to the Applicants whose bids are evaluated.

VII.7 The Applicants will be informed in writing of the selection of the first three most suitable bids after the completion of the selection procedure.

VIII. RIGHTS OF THE CONTRACTING ENTITY AND OTHER CONDITIONS OF THE SELECTION PROCEDURE

VIII.1 The Contracting Entity is not obliged to enter into an agreement with the winning Applicant. The Agreement with the Applicant is deemed made as of the moment of signing the Agreement by both Parties. Any previous acts by the Contracting Entity (including the communication of the result of the selection procedure) shall not constitute the acceptance of the Applicant's bid and shall not bind the Contracting Entity in any way. By signing the bid, the Applicant acknowledges this.

VIII.2 The Contracting Entity is entitled to terminate the negotiations on the agreement at any time without giving a reason or without the existence of a fair reason, without the

Applicant becoming entitled to exercise any rights, even where the conclusion of the Agreement seems highly likely. In such a case, the Applicant agrees, by submitting the bid, that the provisions of Section 1729 of the Civil Code shall not apply to the tender procedure and the conclusion of the Agreement with the selected Applicant.

- VIII.3** The Contracting Entity reserves the right to cancel the selection procedure or any part thereof at any time and to clarify or modify the Tender Documentation at any time until the selection of the best bid. This clarification will always be notified to the Contractors whose contact information the Contracting Entity has, and published for unregistered Contractors in the E-ZAK application at <https://zakazky.cah.cz/>. Therefore, the Contracting Entity recommends to the Contractors to send their contact e-mail addresses to the contact address provided in Article VII.3 if they take part in the selection procedure. Further, the Contracting Entity recommends to all Contractors to check the current version of the Tender Documentation published in the E-ZAK application prior to the bid submission. The deadline for bid submission provided in Article V.1 may be reasonably extended by the Contracting Entity in justified cases.
- VIII.4** The Applicant submits its bid free of charge and may not assert any claims against the Contracting Entity under the submitted bid. The Applicant is not entitled to any reimbursement of the costs associated with the preparation of the bid.
- VIII.5** The Contracting Entity's committee may ask the Applicant to explain the bid in writing in the case of any uncertainties. In the request for written explanation, the committee shall state where it sees the uncertainties to be explained. The committee shall determine a deadline in which the Applicant is obliged to deliver that written explanation. **If the Applicant fails to submit the explanation by the set deadline, the committee will exclude the bid from further assessment and evaluation.**
- VIII.6** The Contracting Entity reserves the right to exclude any Applicant that has or in the past had problems with fulfilling its obligations towards the Contracting Entity.
- VIII.7** In the event the documents demonstrating the fulfilment of the qualification criteria or the affidavit concerning the ownership structure submitted by the Applicant contain false information, such an Applicant will be immediately excluded from participation in that selection procedure. For the following 2 years, that Applicant cannot participate in any selection procedures for the Contracting Entity.

IX. ANNEXES TO THE TENDER DOCUMENTATION

IX.1 Attachment No.1_Required technical criteria

IX.2 Attachment No.2_ Sworn declaration

IX.3 Attachment No.3_Model Agreement

IX.4 Attachment No.4_Evaluation Calculation Spreadsheet