

Tender Documentation for the procurement procedure for  
**“Development of a Fuel Infrastructure and Operations Business Model for the  
Prague Airport”**

(hereinafter referred to as “Tender Documentation“)

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Mr. Jiří Petržilka, Member of the 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 “**Tender**“) outside of the scope of Act No. 134/2016 Coll., on public procurement (hereinafter referred to as the “**Act**“), it is not a public competition pursuant to Sec. 1772 and following of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**Civil Code**“).
- I.2** This Tender Documentation, including all of its appendices, is provided solely for the purpose of the drawing up of an offer in the above-mentioned Tender and the Contractor shall not use it for any other purpose.
- I.3** The terms used below in this Tender Documentation shall have the meaning defined in this paragraph I.3 of the Tender Documentation, and shall 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 submitted an offer 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.4** Other terms may be defined directly in the text of the Tender Documentation; the definition of a term shall be emphasized 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 Tender** is Development of a Fuel Infrastructure and Operations Business Model for the Prague Airport specified in Appendix B to this Tender Documentation.
- II.2** Place of performance: The grounds of the Václav Havel Airport Prague.
- II.3** Time of performance: 30. 6. 2017
- II.4** A detailed specification of the subject of the Tender and the terms and conditions of its performance are stated in the brief which creates annex B of this Tender Documentation.

## **III. QUALIFICATION CRITERIA**

- III.1** The qualification criteria set by the Contracting Entity for this Tender are deemed to be met by a Tenderer:
- III.1.1** Who is not in liquidation;

- III.1.2** Who has not been declared insolvent, in respect of whom the receivership has not been imposed under another legal regulation or it is not in a similar situation pursuant to the law of the country of its registered office;
  - III.1.3** Who was not was convicted by final judgement in the country of its registered seat of a crime specified in appendix A to this Tender Documentation in the past five years preceding the commencement of the Tender;
  - III.1.4** Who showed an authorisation to engage in business;
  - III.1.5** Who will provide a list of minimally 2 previously realized services of the same kind to other clients (including a range of such services, identity of the clients and their contacts) within last 3 years.
- III.2** The criteria set out in paragraphs III.1.1 to III.1.3 shall be documented by the Tenderer by a sworn declaration for which the Tenderer may use the model that constitutes appendix A to this 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 paragraph III.1.4 shall be documented by the Tenderer by a simple copy of an excerpt from the Commercial Registry and simple copies of its Trade Licences or an excerpt from the Trade Registry or another record, if the Tenderer or applicant are to be registered in it in line with special legal regulations (the scope of the Trade Licence must accord with the subject of the Public Contract).
- III.4** The criterion set out in paragraph III.1.5 shall be documented by the Tenderer's sworn 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 sworn 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 Tender Documentation about the Tender in which it documented that criteria.
- III.6** If several contractors are submitting a joint offer in the Tender, they must present in the offer 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 Tender 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 offer shall be designated as the main contractor in the document, and it shall hold a power of attorney to represent all of the other Contractors submitting a joint offer in all matters concerning the Tender, concluding the agreement, and performing it.
- III.7** All bidders submitting a joint offer must meet the qualification criteria set out in paragraphs III.1.1 to III.1.4.
- III.8** If a Tenderer is not able to document compliance with the qualification criterion listed in paragraph III.1.4 of the Tender Documentation (right to engage in business) or a certain part of any other of the qualification criteria required by the Contracting 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 offer an agreement concluded with the subcontractor that shows the subcontractor's obligation to provide certain performance for the performance of the Tender by the Tenderer or to provide certain items or rights which the Tenderer will be entitled to use during the performance of the contract, at least to the extent to which the subcontractor proved compliance with the qualification criteria.
- III.9** The Contracting 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 offer. 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 offer or joint offer will not be evaluated.

#### **IV. ELABORATION OF THE BID AND THE TENDER PRICE**

- IV.1** Tenderer shall prepare a draft of an agreement.
- IV.2** Tenderer shall provide sworn declaration on ownership structure of the company at the date of the submission of an offer. 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 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 Tender.
- IV.4** The Tenderer shall be responsible for including all of its costs in the price and for the completeness of unit price appraisal, including the travel costs and the costs related to the specific place in which the Tender is to be performed.
- IV.5** The unit prices used for the determination of the Tender Price shall be deemed as the maximum prices throughout the term of the performance of the subject of the Tender.

#### **V. DEADLINES FOR AND MANNER OF OFFER SUBMISSION**

- V.1** The deadline for the submission of the offers drawn up in line with the Tender Documentation: **30. 11. 2017 by 10:00 a.m. CET**. The Tenderers shall be bound by their offers until **30. 4. 2018**.
- V.2** Offers may be submitted throughout the entire submission period in electronic form:
- V.2.1** By e-mail to the following address: [vr0224003835@cah.cz](mailto:vr0224003835@cah.cz). This e-mail box is designated solely for the submission of offers and it will only be made accessible to the Contracting Entity after the expiration of the submission deadline. Therefore, **DO NOT USE** that e-mail address for requests for supplementary information to the Tender Documentation or any other communication with the Contracting Entity.
- V.3** The offer shall be drawn up in Czech or in English.
- V.4** The offer shall contain the required documents with the following structure:
- V.4.1** Documents showing compliance with the qualification criteria;
- V.4.2** Draft Agreement according to art. IV.1 hereto.
- V.4.3** The Tender Price;
- V.4.4** Statutory declaration on ownership structure in accordance with art. IV.2 hereof;
- V.4.5** Professional CV of the team members.
- V.5** The above-mentioned documents and any other materials submitted by the Tenderer shall be enclosed in the e-mail message in a scanned form. All of the documents that must be signed according to this Tender 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. EVALUATION METHOD**

- VI.1** The offers will be evaluated according to the economic advantageousness of the offers. Partial evaluation criterions are:
- a) The Tender Price – weighting 30 %
- b) Reference projects - weighting 40 %
- c) Project approach and organization – weighting 20 %
- d) Personal presentation – weighting 10 %

ad a) -  $(\text{lowest Tender Price} / \text{Tender Price of the specific evaluated offer}) \times 100 \times \text{weight of the criteria} = \text{economic advantageousness of the criteria}$ ;

ad b - d) - each professional member of the committee will allocate to offers mark from 1 to 5, where 5 is the best rating (excellent) and 1 the worst (unsatisfactory). As a best offer will be evaluated an offer, which will receive the highest sum of points from all committee members, as the least suitable offer the one which will receive the least points (points evaluated bid / number of points the best bid) x 100 x weight of the criteria = economic advantageousness of the criteria. The evaluation is described in the Appendix C to this Tender Documentation.

- VI.2** Personal presentations of The Tenderers will take place on 13<sup>th</sup> and 15<sup>th</sup> of December 2017.
- VI.3** The evaluation of offers 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 offers are evaluated, or to organize an electronic auction. Negotiations or an electronic auction will only be carried out after the all offers are checked for completeness and evaluated. Once informed about the lowest price, Tenderers will be able to propose a more advantageous offer to the Contracting Entity during negotiations or in an electronic auction.
- VI.5** By submitting an offer, a Tenderer agrees that if negotiations about the Tender Price are conducted and its offer contains the Tender Price that is the most advantageous for the Contracting Entity, this information may be disclosed to other Tenderers whose offers are evaluated.
- VI.6** The Tenderers whose offers 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 offer after the end of the Tender.

## **VII. SUPPLEMENTARY INFORMATION**

- VII.1** The deadline for the submission of inquiries concerning the Tender Documentation and its appendices has been set by the Contracting Entity as **28. 11. 2017, by 10:00 a.m. CET** 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. Pavlína Neubergová**
- VII.3** Questions may only be submitted electronically, to: [pavlina.neubergova@cah.cz](mailto:pavlina.neubergova@cah.cz) and [veronika.nemeckova@cah.cz](mailto:veronika.nemeckova@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 Tender 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 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 offer and do not bind the Contracting Entity to provide any performance. By submitting the offer, 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 Tender documentation at any time, up until the selection of the most advantageous offer. 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 Tender 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 offer, check the current text of the Tender Documentation published in the E-ZAK application. The time-period for the submission of offers specified in paragraph V.1 may be appropriately extended by the Contracting Entity following the specification of the Tender Documentation.
- VIII.3** Tenderers submit their offers free of charge, and may not make any claims with respect to the Contracting Entity on the basis of the submission of the offer. Tenderers are not entitled to the compensation of any costs related to the drawing up of their offers.
- VIII.4** The Contracting Entity shall not return the offers assessed, and shall keep them as documents of the course of the award procedure of the Tender.

- VIII.5** In the event of questions, the Contracting Entity's evaluation committee may ask a Tenderer to explain its offer in writing. In its request for a written explanation, the evaluation committee shall state where it sees ambiguities in the offer 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 offer from further evaluation and assessment.**
- VIII.6** The Contracting Entity reserves the right to eliminate a Tenderer who has or previously had problems with the performance of its obligations to the Contracting Entity.
- VIII.7** If the documents presented by the Tenderer, showing compliance with the qualification criteria, contain false 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 offers for the next 2 years.
- VIII.8** The company name of the Tenderer whose offer 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 Tender Documentation:

- IX.1.1** Appendix A – Model Sworn Declaration
- IX.1.2** Appendix B – Brief
- IX.1.3** Appendix C - Evaluation of Candidates

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