

Contract Documentation for the procurement procedure for  
**“Feasibility study of jet fuel hydrant system”**  
(hereinafter referred to as “Contract Documentation“)

Contracting Authority: Letiste Praha, a. s. (Prague Airport, j.s.c.)  
Headquarters: K letišti 1019/6, Ruzyně, 161 00 Praha 6  
ID No.: 282 44 532  
TAX ID No.: CZ699003361

entered in the Register of Companies of the Municipal Court of Prague, Section B, Entry 14003  
(hereinafter “**Contracting Entity**” or “**Prague Airport or Client**”)

Tender No. 0224004384.

## 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 and following of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**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 or Consultant**“ 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 of 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 producing the Feasibility study of hydrant system, the aim of which is to find out the feasibility of the intention to build a new hydrant system for the supply of jet fuel. Feasibility to assess from the operational, financial, risk and benefit point of view, with reference to the rising trend of the number of checked-in aircraft at Prague Airport (hereinafter referred to as “**Study**“).
- II.2** **Detailed description of required Study is mentioned in the Annex 4 of the Model Agreement.**
- II.3** **The supplier of Feasibility study will not be allowed to participate in tender for installation of the hydrant system as a supplier or subcontractor of supplier.**
- II.4** Place of fulfilment: the Study will be delivered at the Prague/Ruzyně Airport (LKPR).
- II.5** Time of performance: 4Q 2018
- II.6** A detailed specification of the subject of the Contract and the Terms and Conditions of its performance are stated in the Model Agreement.

### 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 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 convicted by final judgement in the country of its registered seat of a crime specified in Annex A to this Contract Documentation or another similar crime pursuant to the law of the country of its registered office in the past 5 (five) years preceding the commencement of the procurement procedure;
  - III.1.4** Who showed an authorisation to engage in business;
  - III.1.5** Who has proven successful implementation of at least 1 (one) similar projects i.e. feasibility study of the construction of a hydrant system over the last 7 years (at the date of submission of the offer) at a civil airport with a minimum throughput of 130,000 Aircrafts/year or annual passenger flow over 15 million PAX.
- 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 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.1.4 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 declaration of the subject to which the performance was provided (Client).
- 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.1 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.1.4. The criterion listed in paragraph III.1.5 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.1.4 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 or provision of false information 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. By signing the tender, the Tenderer agrees that first sentence of Sec. 1740 par. 3 of the Civil Code will not be applied for this tender and contract negotiation.
- 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** 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.4** 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.5** 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.6** With respect to the subject of the Contract and to the requirements of the Contracting Entity, the Tenderer agrees that Sec. 1799 and 1800 of the Civil Code will not be applied for this tender and contract negotiation.
- IV.7** 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.8** 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.9** The foundation for the determination of the Tender Price is the table that constitutes Appendix C to the Contract Documentation, which will constitute an integral part of the Tenderer's tender. The same unit and total prices as stated in Appendix C to the Contract Documentation must be stated by the Tenderer in the Appendix B of the Model Agreement.
- IV.10** 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: by **August 29th by 10:00 a.m.** The Tenderers shall be bound by their tenders until December 30th, 2018.
- 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: VR0224004384@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 delivered prior to the expiration of the tender submission deadline.
- V.4** A tender shall be drawn up in Czech or in English.
- V.5** A tender shall contain the **required documents that are mandatory part of tender** for the Phase 1 with the following structure:
- V.5.1** Introduction - Company profile:  
Documents showing compliance with the qualification criteria (PDF or MS Office format); in accordance with art. III.1.1 to III.1.5;
- V.5.2** **Documents (i.e. information on reference contracts which must include a brief general summary of the scope of the study carried out for each contract, confirmation of the implementation of the project based on the study, economic data of the study (return's)) for evaluating the partial evaluation criterion Quality of the submitted references. The tenderer will submit maximum 10 references made over the last 10 years as of the bidding date.**
- V.5.3** Declaration of acceptance of the terms and conditions stipulated in Model Agreement (Appendix B).
- V.5.4** Statutory declaration on ownership structure in accordance with art. IV.2 hereof.
- V.5.5** Declaration of confidentiality regarding any confidential information obtained as part of preparing the study, which will also include the commitment to respect the prohibition of disclosure of such information to third parties.
- V.6** Tender submitted by e-mail, 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 shall be enclosed with the e-mail message in scanned format, .pdf, signed by the relevant person.

## VI. BID EVALUATION METHOD

- VI.1** Tenderers' tenders shall be evaluated on the basis of the economic advantageousness, accordingly to the following criteria with % values (i) the best (lowest) tender price (ii) the best (highest) score.
- The evaluation criterions are:
- i. Tender price 50%
  - ii. Quality of submitted references 50%;
- VI.2** The following formula is used to evaluate the sub-criterion Tender price: (lowest bid / offer price \* 100) \* criterion weight = economic advantage of the criterion.
- VI.3** The following sub-criteria will be evaluated for the evaluation of the Quality of submitted references:
- VI.3.1** Number of completed studies (reference projects) within the past 10 years.  
The higher number of studies developed will be better evaluated, while:  
1 point - 1 completed study (reference project);  
5 points - 2 completed studies (reference projects);  
10 points - 3 or more completed studies (max. 10 reference projects).
- VI.3.2** Quality and scope of reference projects:  
The Reference projects portfolio will be evaluated in terms of completeness and the appropriate range, proving the ability of Tenderer to solve a given topic.  
In the case of studies of a similar nature, the quality of the submitted studies will be assessed, which means complexity, certainty, clarity and clarity. Emphasis will be put on the completeness and relevance of the scope and content, as well as the relevance in relation to the future subject of performance.  
The criterion will be scored in the range of 1 to 10 points, with 10 points awarded to the best portfolio of reference projects as a whole and 1 point to the portfolio of reference projects as a whole which quality is not acceptable to the Contracting Authority.

**VI.3.3** Implementation of the construction on the basis of completed studies (reference projects). The Tenderer will receive 10 points for each completed building based on Tenderer's study (reference project).

**VI.3.4** The economic form of reference study output (reference projects).  
The reference project, which presents more clearly the economic burden on the new infrastructure of the hydrant system (in particular, estimated return on investment and estimated operating costs) will be awarded by higher score.  
A reference project, which includes the recommended form of accounting for the use of the hydrant system, including an estimate of the yields (depending on the volume of burned jet fuel) and an estimate of operating costs will be awarded by higher score.  
The criterion will be scored in the range of 1 to 10 points, with 10 points awarded to the best reference projects (individually), 1 point for reference projects (each individually) whose quality is not acceptable to the Contracting Authority.

**VI.4** For the evaluation of the Quality and Scope of the Reference projects, the Contracting Authority Committee will award to Tenderer's bid Points to extent described in points VI.3.1 to VI.3.4 of this Tender Documentation. As the most appropriate bid within a given sub criterion, will be the bid with the highest number of points and as the least appropriate bid with the lowest number of points. The following formula is used for the evaluation:

$(\text{sum of points of the bid} / \text{lowest total of points for a given criterion} * 100) * \text{criterion weight} = \text{economic advantage of the criterion.}$

**VI.5** The order of the tenders will be set in accordance with economic benefit, where the most economically advantageous tender is the one, which will get highest sum of points.

**VI.6** 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.7** The Contracting Entity reserves the right to negotiate, at its discretion, about the Tender Price with the Tenderers whose tenders are evaluated.

**VI.8** 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.9** Tenderers will be informed in writing about the selection of the most advantageous tender after the end of the tender.

## **VII. SUPPLEMENTARY INFORMATION**

**VII.1** Contact person of the Contracting Entity: **Mrs Kateřina Matajzíkóvá.**

**VII.2** Questions may only be submitted electronically to [Katerina.matajzikova@cah.cz](mailto:Katerina.matajzikova@cah.cz) and [Daniela.urbanova@cah.cz](mailto:Daniela.urbanova@cah.cz). Inquiries made by telephone shall be disregarded.

**VII.3** 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 is entitled to close the contract negotiation even without stating a reason or without having justified title. Such closure shall not constitute any right of the Tenderer even when the conclusion of the contract is presumable. By signing the tender, the Tenderer agrees that Sec. 1729 of the Civil Code will not be applied for this tender and contract negotiation.

**VIII.3** 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 EZAK application at <http://www.zakazky.cah/>. 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.2. Furthermore, the Contracting Entity recommends that all contractors, prior to submitting their tender, check the current text of the Contract Documentation published in the EZAK 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.4** Tenderer who has been awarded the contract shall present proof of insurance for liability caused to a third person, 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.5** 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.6** 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.7** 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.8** 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.9** If the documents presented by the Tenderer, showing compliance with the qualification criteria or statutory declaration on ownership structure of Tenderer's company, 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.10** 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 Solemn Declaration
- IX.1.2** Appendix B – Model Agreement

**Petr Baxa**  
**Executive Director Central Purchasing and logistic**  
**Český Aeroholding, a.s.**