

# **LEASE OF BUSINESS PREMISES FOR THE PURPOSE OF RETAIL SALE - ROOM NO. 2053, 2053A, 2053B**

**PROCUREMENT DOCUMENTATION FOR THE  
CONCESSION**

Contract Ref. No.: Z2019-014879

File No. 0211005014

Contracting Authority's profile: <https://zakazky.cah.cz/>

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## I. NOTICE

- I.1. The award of this concession shall be governed by Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “**Act**” or “**Public Procurement Act**”).
- I.2. The concession shall be awarded in the concession procedure pursuant to Section 180 et seq. of the Act. The process chart of the planned course of the concession procedure forms Annex A hereto.
- I.3. Warning!
- failure to submit the requested documents and data,
  - failure to comply with the instructions given in this Procurement Documentation and their annexes (hereinafter referred to as the “**PD**”)
  - submission of any data or documents not corresponding to reality that would or could affect the assessment of the participation conditions or the fulfilment of the evaluation criteria,
  - submission of any false data or documents,
  - failure to comply with any other instructions given by the Contracting Authority, or
  - failure to meet any time limits, etc.

may result in the irrevocable elimination of your tender and your exclusion from the concession procedure.

- I.4. If any indicative tender or tender is not delivered within the time limit or in the manner laid down in the PD, it shall be deemed not to have been submitted and shall be disregarded during the concession procedure.
- I.5. Please pay attention to the entire PD, including all annexes, in time and comply with them. In case of doubt, use the institute of request for additional information pursuant to Article III hereof.
- I.6. Unless laid down otherwise, the definitions used in the PD have the same meanings as the definitions used in their annexes and other documents constituting the procurement documentation of the concession. Where reference is made in the PD to the “tender”, it means both the indicative and final tender, unless expressly stated otherwise.

## II. BASIC INFORMATION

### II.1. Contracting authority

#### Letiště Praha, a. s.

Registered office: Prague 6, K letišti 1019/6, Postcode 161 00

Company ID No.: 282 44 532

Entry in CR: Municipal Court in Prague, Section B, Insert 14003

(If the word “we” or the first-person plural is used in the text, we refer to ourselves, as the Contracting Authority; it is only exceptionally that we refer to ourselves in the third person by the term “**Contracting Authority**”).

#### II.1.1. Contact person:

Magdalena Hlavsová, Key Account Specialist, Commercial Activities, Letiště Praha a. s.

e-mail: magdalena.hlavsova@prg.aero

In accordance with Section 211 (3) of the Act, any communication must be conducted electronically, i.e. in the concession procedure in question via the E-ZAK electronic tool or e-mail messages. The indicative tender must then only be submitted in the manner specified in Article VI.4 below, and the final tender in the manner specified in the call for its submission.

### II.2. Contractors/Contractor

Contractors/Contractor means “you” in the second-person singular or plural, as the potential provider of the subject of the concession; we refer to you in the third person as the “**Contractor**” or “**Participant**”.

### II.3. Subject of the concession

The Contractor selected based on the concession procedure shall be provided with the right to operate retail sale (hereinafter referred to as the “**Concession**”), under the conditions specified in these PD and in the draft Contract for the Lease of Premises for Business and the Provision of Certain Related Services, which forms Annex F to these PD (hereinafter referred to as the “**Contract**”).

In the event of any conflict between or among the PD, the Contract and other annexes to the Contract, the Contract shall take precedence.

### II.4. Classification of the subject of the contract under the CPV:

55900000-9 – Retail trade services

70220000-9 – Non-residential property renting or leasing services

45000000-7 – Construction work

45213330-5 – Construction work for buildings relating to air transport

45235100-4 – Construction work for airports

### II.5. Time of performance

II.5.1. A Contract shall be concluded with the selected Contractor for a period of five (5) years with the possibility to terminate the Contract by the Contracting Authority in compliance with the provisions of the Business Terms and Conditions, forming a part of the Contract, and except for those provisions in compliance with Article 11.10 of the Contract with effects as of 1 October 2022, within a three-month notice period due to a decision of the Contracting Authority concerning the necessity to vacate the Subject of Lease because of the necessary initiation of preparations for reconstruction of Terminal 2.

II.5.2. The Subject of Lease is expected to be handed over on 1 January 2020.

II.5.3. If the expected date of handover of the Subject of Lease under Art. II.5.2 of this PD is fulfilled, the selected Contractor must commence the business activity pursuant to the Contract in the Subject of Lease and open the Subject of Lease to the public at latest by 1 March 2020.

## **II.6. Place of performance**

The place of performance of the Concession shall be the commercial premises at the Prague/Ruzyně international airport (hereinafter referred to as the “**Airport**”), namely at the address: Aviatická 1017/2, Prague 6, Postcode 160 08. The place of performance is further specified in Annex G hereto.

## **II.7. Contracting authority's profile**

These PD, including any supplementary information and answers to questions (explanation of the procurement documentation), are published within the Contracting Authority's profile at <https://zakazky.cah.cz/>.

User manual for Contractors: <https://zakazky.cah.cz/manual.html?lang=cs>

English version of the user manual for Contractors:

<https://zakazky.cah.cz/manual.html?lang=en>

## **II.8. Communication and negotiation language**

Any communication between the Contracting Authority and Contractors shall be conducted in Czech, Slovak or English, using electronic means via the E-ZAK electronic tool provided within the Contracting Authority's profile at <https://zakazky.cah.cz/> or via email messages.

## **II.9. Binding character of the tender / indicative tender**

Once you have submitted an indicative tender, you may only withdraw from the concession procedure by not submitting a tender upon our call to tender.

## **II.10. Preliminary market consultation**

The Contracting Authority states that for the purpose of preparation of the procurement conditions for this concession, it held preliminary market consultations prior to the



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commencement of the concession procedure pursuant to Section 33 of the Public Procurement Act.

The content of the preliminary market consultations and the information communicated to potential contractors within the preliminary market consultations are summarised in Annex L and Annex M hereto.

### III. EXPLANATION OF THE PROCUREMENT DOCUMENTATION AND VISIT TO THE PLACE OF PERFORMANCE

- III.1.** If the Procurement Documentation is not clear at any section (even after it has been studied thoroughly) or if you lack any information to prepare a tender, please send us a written electronic request for explanation.
- III.2.** Please send requests for explanation:
- by email or the E-ZAK electronic tool located within the Contracting Authority's profile; in this context, please note that we will not respond to any telephone inquiries,
  - to the contact person specified in Article II.1.1 hereof,
  - no later than 8 working days before the end of the period for submitting indicative tenders or tenders, but we recommend that your questions be sent as soon as possible.
- III.3.** We will provide you with explanation and we will publish the full wording of the question including the answer within the Contracting Authority's profile. Therefore, we recommend that you follow the Contracting Authority's profile during the entire concession procedure.
- III.4.** We may also make any changes and additions to the PD without any proposal by the Contractor.
- III.5.** The visit to the place of performance shall take place on 10 May 2019 at 10:00 a.m. (CET) and on 16 May 2019 at 10:00 a.m. (CET).
- III.6.** **Note:** Those interested in the visit to the place of performance must send the identification data of each intended participant in the visit to the contact person within 24 hours prior to the date of the visit: date of birth and ID card or passport number for providing the entrance card to the non-public area of the Airport. It is not possible to participate in the visit to the place of performance without the entrance card.

#### IV. CONDITIONS FOR PERFORMANCE OF THE CONCESSION

**IV.1. Minimum technical conditions of the Concession** – Your indicative tender and tender must meet these minimum technical conditions, they may not be changed during the negotiations and, after the conclusion of the Contract, the selected Contractor shall provide as part the Subject of the Lease the activity at least in the following scope:

IV.1.1. Retail sale

Based on the negotiations about indicative tenders, we may also grant the selected Contractor a right to provide additional services.

**IV.2.** The **Subject of Lease** are the following business premises located at Terminal 2: Rooms No. 2053, 2053a and 2053b with a total floor area of 63.6 sqm in the non-public (airside) departure hall of Pier D.

The Subject of the Lease including a plan with a colour marking of individual premises used for business are detailed in Annex G hereto.

**IV.3.** The **operating time** must be guaranteed in the following minimum range:

IV.3.1. at least fourteen (14) hours a day, with the opening hours starting no later than at seven (7:00) o'clock in the morning (CET) every calendar day.

**IV.4. Business and payment terms, insurance**

IV.4.1. The Contracting Authority stipulates that all business and payment terms are specified in Annex F hereto – draft Contract.

IV.4.2. We may amend the draft Contract within the negotiations on indicative tenders.

**IV.5. Technical Conditions:**

IV.5.1. After concluding the Contract, the selected Contractor shall run in the Subject of Lease an activity consisting in retail sale of clothes, shoes and fashion accessories, or in retail sale of furnishings and gift items and souvenirs (also glass, porcelain, ceramics), or in retail sale of electronics, or in retail sale of paper assortment and stationery.



## V. WHAT YOU NEED TO DO TO SUCCESSFUL COMPLETE THE CONCESSION PROCEDURE

V.1. The entire course of the concession procedure is illustrated in the process chart which forms Annex A hereto.

V.2. The main obligations of the Contractor in the concession procedure are as follows:

What do you need to do?	When?	How?
Read the Procurement Documentation	We recommend as soon as possible.	-
Clarify anything unclear with the Contracting Authority (if necessary for submitting an indicative tender).	No later than 8 working days before the end of the time limit for submitting indicative tenders / tenders. However, we recommend as soon as possible.	Using the procedure pursuant to <b>Article III</b> hereof.
<b>Submit an indicative tender.</b>	Within the time limit specified in Article VI hereof.	In the form specified in <b>Article VI</b> hereof.
<b>Demonstrate competence and qualification.</b>	Within the time limit specified in Article VI hereof (as part of the indicative tender).	As specified in <b>Article VII</b> hereof.
<b>Document, prepare and submit other mandatory parts of the indicative tender.</b>	Within the time limit specified in Article VI hereof (as part of the indicative tender).	
<b>Set the tender price.</b>	Within the time limit specified in Article VI hereof (as part of the indicative tender).	By completing the form in <b>Annex E</b> hereto.
<b>Submit the completed draft Contract</b>	Within the time limit specified in Article VI hereof (as part of the indicative tender).	By completing the form in <b>Annex F</b> hereto.
<b>Attend the meeting about the indicative tender (if held).</b>	Upon our invitation, specifying the venue, time, language and content of the meeting.	More details will be given in the invitation.
<b>Submit a tender.</b>	Upon our call, specifying the time deadline for submitting tenders.	The conditions will be specified in the call.
<b>Submit the original documents</b> (only the selected Contractor).	Upon our call, specifying the time limit for submission.	The conditions will be specified in the call.
<b>Provide additional information or documents.</b>	At any time during the concession procedure upon our call, specifying the time limit.	

## VI. INDICATIVE TENDER

### VI.1. Form of indicative tender

- VI.1.1. The indicative tender must be submitted:
- a. in writing electronically, via the E-ZAK electronic tool located within the Contracting Authority's profile at <https://zakazky.cah.cz>,
  - b. in Czech, Slovak or English (unless expressly stated otherwise herein for a specific document);
- VI.1.2. The documents to be signed or officially stamped hereunder and the documents issued by a third party must be submitted in the form of scanned original document. Any other content must be uploaded in \*.doc and \*.xls formats, or in any other format that makes it possible to copy and edit the content of the document.

### VI.2. Content of the indicative tender – mandatory documents

- VI.2.1. completed **cover sheet** of the indicative tender prepared in accordance with the template provided in Annex C hereto,
- VI.2.2. **documents** relating to the demonstration of the **basic qualification**,
- VI.2.3. **documents** relating to the demonstration of the **professional qualification**,
- VI.2.4. **documents** relating to the demonstration of the **economic qualification**,
- VI.2.5. **documents** relating to the demonstration of the **technical qualification**,
- VI.2.6. **other mandatory parts of the indicative tender** pursuant to Article VIII hereof,
- VI.2.7. **tender price** – completed Annex E hereto for the determination of the tender price,
- VI.2.8. **draft Contract**, i.e. completed Annex F hereto;
- VI.2.9. If a representative is acting on behalf of or for the participant based on power of attorney or otherwise, **valid power of attorney** (at least a copy thereof) or the relevant authorisation indicating the right to submit the draft Contract or behalf of or for the Contractor.

### VI.3. Time limit for submitting indicative tenders

- VI.3.1. Please deliver the indicative tender to us no later than **30 May 2019 by 11:00 a.m. (CET)**. Any indicative tenders submitted later shall be deemed not to have been submitted.

**VI.4. Manner of delivering indicative tenders**

- VI.4.1. The indicative tender shall be submitted in writing within the time limit for submitting indicative tenders, in electronic form via the E-ZAK electronic tool laid down by the Contracting Authority and located within the Contracting Authority's profile at <https://zakazky.cah.cz>.
- VI.4.2. To submit a tender, the Contractor must register in the E-ZAK electronic tool, the procedure being specified in the user manual for Contractors in Czech at: <https://zakazky.cah.cz/manual.html?lang=cs> and in English at: <https://zakazky.cah.cz/manual.html?lang=en>
- VI.4.3. The electronic tender shall be uploaded in the standard electronic format – as a pdf or MS Office document. The indicative tender shall include the draft Contract.
- VI.4.4. Please note that we do not allow submission of tenders in any other manner or in any other form.
- VI.4.5. After the Contractor has signed in, the E-ZAK electronic tool (in the details of the relevant concession procedure) offers the Contractor a feature to create and send an electronic tender, including its encryption. Detailed information required to submit an electronic tender is given in the user manual for Contractors at the above addresses.
- VI.4.6. The Contractor shall be liable for delivering the indicative tender within the specified time limit for submitting indicative tenders.
- VI.4.7. We recommend that you upload the tender in the application well in advance so that any technical problems can be resolved in time.

**VI.5. Opening indicative tenders**

- VI.5.1. We shall open all delivered indicative tenders without undue delay after the time limit for submitting indicative tenders has elapsed. The E-ZAK electronic tool is a certified tool and does not allow indicative tenders to be made available to the Contracting Authority before the time limit has elapsed. Opening of indicative tenders in electronic form is not public.

## VII. DEMONSTRATION OF COMPETENCE AND QUALIFICATION

**VII.1.** We require Contractors to demonstrate the competence and qualification (hereinafter referred to as “**qualification**”) as specified below. If the selected Contractor fails to demonstrate the qualification even after clarifying or supplementing data or documents, it shall be excluded from the concession procedure. We shall be entitled to exclude any Contractor that has failed to demonstrate the qualification at any time during the concession procedure.

**VII.2. Basic qualification – you must provide the following:**

- VII.2.1. **an extract from the Criminal Register** showing that neither the Contractor nor any member of its statutory body<sup>1</sup> was effectively convicted, in the country of its registered office, of any criminal offence listed in annex 3 to the Act or of a similar criminal offence under the laws of the country of the Contractor’s registered office in the past 5 years before the concession procedure was commenced,
- VII.2.2. **the relevant tax office’s statement** proving that the Contractor has no tax arrears due in the Czech Republic or in the country of its registered office,
- VII.2.3. **a statutory declaration** that the Contractor has no tax arrears due in the Czech Republic or in the country of its registered office in relation to excise tax
- VII.2.4. **a statutory declaration** that the Contractor has no arrears due in respect of premiums or penalties for public health insurance in the Czech Republic or in the country of its registered office,
- VII.2.5. **the relevant district social security administration’s** statement proving that the Contractor has no arrears due in respect of premiums or penalties for social security and the contribution to the state employment policy in the Czech Republic or in the country of its registered office, and
- VII.2.6. **an extract from the Commercial Register** or, if it is not registered in the Commercial Register, a statutory declaration proving that the Contractor is not in liquidation, was not the subject of a decision on

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<sup>1</sup> If the member of the Contractor’s statutory body is a legal entity, the condition must be fulfilled

a) by this legal entity, b) by each member of the statutory body of this legal entity and c) by the person representing this legal entity in the Contractor’s statutory body.

If the participant in this concession procedure is a branch of

a) a foreign legal entity, the condition must be fulfilled by this legal entity and the branch manager,

a) a Czech legal entity, the condition must be fulfilled by the persons specified in clause (2) and the branch manager.

bankruptcy, is not the subject of receivership and is not in a similar situation under the laws of the country of its registered office.

The basic qualification may be temporarily proved using a statutory declaration, which forms Annex D hereto. However, the original documents referred to in Articles VII.2.1 - VII.2.6 hereof shall be requested from the selected Contractor prior to signing the Contract.

**VII.3. Professional qualification – within the indicative tender, you must submit the following:**

- VII.3.1. **an extract from the Commercial Register** or another similar register; and
- VII.3.2. **document of business authorisation** in the extent corresponding to the subject of this Concession, e.g. document proving the respective trade authorisation or license.

**VII.4. Technical qualification – within the indicative tender, you must submit the following:**

- VII.4.1. A statutory declaration that in the last 3 years prior to the commencement of the concession procedure, it continuously carried out the retail sale of goods, the assortment of which corresponds to the goods which it intends to sell in the subject of lease in accordance with your indicative tender, this at minimally one (1) store with an area of at least 30 sqm and with a turnover in the last accounting period of at least CZK 10,000,000. The statutory declaration shall include minimally the following data in relation to the said store:
  - a. Identification of the landlord including contact details,
  - b. store location,
  - c. store area,
  - d. date of store opening,
  - e. annual turnover achieved at the store in the last accounting period,
  - f. brief description of the assortment sold in the given store.

**VII.5. Economic qualification – within the indicative tender, you must submit the following:**

- VII.5.1. **Statutory declaration** that in the last 3 accounting periods before the commencement of this concession procedure, you as the Contractor achieved a turnover from retail sale totalling minimally CZK 30,000,000 or the equivalent in a foreign currency; attached to this statutory declaration must be copies of the **profit and loss statements** for the last 3 accounting periods or a similar document pursuant to the laws of the Contractor's country of registered office.

**VII.6.** Pursuant to Section 86 (2) of the Act, the Contractor may always replace the documents required by the Contracting Authority with a European Single Procurement Document. Pursuant to Article 86 (4) of the Act, the Contractor shall not be obliged to submit to the Contracting Authority the documents certifying the facts contained in the European Single Procurement Document if the Contractor informs the Contracting Authority that such documents were submitted to the Contracting Authority by the Contractor in a previous procurement procedure. In such a case, the Contractor shall identify in the communication a public contract in which the European Single Procurement Document was submitted to the Contracting Authority by the Contractor.

## VIII. OTHER REQUIREMENTS FOR INDICATIVE TENDERS

VIII.1. As part of your indicative tender, you must also submit the following:

- VIII.1.1. **Visualisation/design and layout of the retail space** - submit a draft visual depiction of the interior and exterior of the store (Subject of Lease), including a breakdown of the basic materials and proposed layout of the retail space in terms of the assortment. The design must be in accordance with the Design Manual, which forms Annex K hereto (hereinafter referred to as the “**Design Manual**”). The Contractor shall be entitled to deviate in its design from the Design Manual if it designates parts deviating from the Design Manual in its design, providing a justification for such a deviation from the Design Manual. The Contracting Authority reserves the right to negotiate on the proposed deviations from the Design Manual and, as the case may be, to insist on compliance with the Design Manual.
- Retail space visualisation/design and layout must not exceed 10 pieces of visualisations<sup>2</sup>.
- VIII.1.2. **Assortment and staffing plan** – submit the specification of the offered goods (list of sold brands, assortment items). Also submit a store staffing plan (staff’s language skills, number of sales staff at the store, etc.). The assortment staffing plan must not exceed 10 standard pages<sup>3</sup>.
- VIII.1.3. **Omni-channel retail plan – a multi-channel approach to sales including the use of Internet and mobile applications to provide customers with the convenience of shopping not only in a brick-and-mortar store (“omni-channel retail”)** – Submit a plan describing the previous experience with omni-channel retail and cooperation with airlines, travel agencies and flight ticket sellers at the airports, including a plan of specific steps in omni-channel retail and cooperation with airlines that you intend to implement at the Airport within the subject of the Concession; the plan will also include a brief description of the IT systems used;
- The omni-channel retail plan must not exceed 5 standard pages.
- VIII.1.4. **Financial plan** for the duration of the Concession which will consist of a detailed breakdown of the estimated costs and turnovers. For the purposes of the financial plan, the turnover means the sum of all amounts and other payments, exclusive of VAT, received or payable for

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<sup>2</sup> One (1) piece of visualisation for the purposes of this PD refers to a photograph of max. 15 cm (width) by 10 cm (height) in 300 DPI resolution.

<sup>3</sup> For the purpose of these PD, the standard page means a page with 1800 characters, including symbols and spaces.

(i) any goods sold or otherwise alienated by the Contractor or any other person using the Subject of the Lease or in connection with the Subject of the Lease, and/or (ii) the services provided in or from the Subject of the Lease by the Contractor or any other person using the Subject of the Lease or any part thereof, including any amounts and any goods specified in Article 1.13 of Annex 4 to the Contract (Annex F) – Business Terms and Conditions (hereinafter referred to as the “**Turnover**”);

- VIII.1.5. **Contract** – i.e. supplemented Annex F hereto. Using the template provided in Annex F, the Contract may not be modified except for completion of the parts highlighted in yellow. You may submit suggestions, if any, for modifying the template in a request for explanation of the PD or in a separate document; we shall consider their incorporation and, as the case may be, discuss them within the negotiation on the indicative tenders, but we reserve the right to leave the Contract unchanged.

## IX. TENDER PRICE

### IX.1. Tender price

- IX.1.1. Complete the tender price in the form which forms Annex E hereto.
- IX.1.2. The tender price must be set in CZK exclusive of VAT.
- IX.1.3. The total tender price must include all your costs necessary for the proper, complete and high-quality performance of the subject of the Concession, taking account of all risks during the term of the Concession, not imposing any hidden or additional costs on the Contracting Authority beyond the Contracting Authority’s obligations under the Contract, which forms Annex F hereto.
- IX.1.4. The tender price must not be changed in relation to the inflation of the Czech currency, the exchange rate of the Czech currency against foreign currencies, or other factors influencing the exchange rate, currency stability or customs duties.



## **X. NEGOTIATION ON INDICATIVE TENDERS AND SUBMISSION OF TENDERS**

### **X.1. Negotiation on indicative tenders**

- X.1.1. We reserve the right to accept indicative tenders as final tenders and, without any further negotiation on such indicative tenders, to conclude the Contract with the Contractor which submits the most advantageous indicative tender.
- X.1.2. If we do not exercise the above right, we shall negotiate on the indicative tenders with all Contractors which have submitted an indicative tender and have not been excluded.
- X.1.3. The subject of the negotiation shall be further specified in the call for negotiation, which will be sent to you well in advance before the negotiation is conducted.

### **X.2. Submission of tenders**

- X.2.1. After the negotiation has been ended, we shall either request another round of indicative tenders or final tenders.
- X.2.2. The time limit for submitting other indicative tenders or final tenders, including the requirements for their content, shall be set in the call that we will send you.
- X.2.3. We may change the PD based on the results of the negotiation, and the subsequent indicative tenders or tenders must correspond to the changed PD.

## XI. EVALUATION OF INDICATIVE TENDERS / TENDERS

**XI.1.** The evaluation shall be carried out by the evaluation committee appointed by the Contracting Authority.

**XI.2.** Indicative tenders / tenders shall be evaluated under Section 114 (2) of the Public Procurement Act, based on their economic advantageousness, using the following individual evaluation criteria:

XI.2.1. Abbreviations and terms for evaluation purposes:

TERM	DEFINITION OF THE TERM	FUNCTION IN THE TENDER PROCEDURE
TURNOVER	Turnover net of VAT	Informative
TR	Turnover rent	Informative
TR RATE	Percentage rate of turnover rent	Evaluation criterion Binding
MINIMUM TR RATE	Required minimum percentage rate of turnover rent	Minimum required
MAG	Minimum annual turnover rent	Evaluation criterion Binding
MINIMUM MAG	Minimum MAG	Minimum required

XI.2.2. Financial criteria

**The weight of financial criteria is 70%**

Tenders will be evaluated on the basis of their economic advantageousness based on the following two individual financial evaluation criteria:

1st individual financial criterion - **TR RATE**

2nd individual financial criterion - **MAG**

**Weights of individual financial criteria:**

The weight of the 1st individual financial criterion **TR RATE** is **60% of the financial criteria, i.e. 42% of all the criteria, including qualitative criteria.**

The weight of the 2nd individual financial criterion **MAG** is **40% of the financial criteria, i.e. 28% of all the criteria, including qualitative criteria.**

**Calculation of points of the financial criteria will be performed as follows:**

**TR RATE: value of the individual criterion / value of the highest bid of the individual criterion \* 60% \* 70% \* 100**

**MAG: value of the individual criterion / value of the highest bid of the individual criterion \* 40% \* 70% \* 100**

#### XI.2.3. Qualitative criteria

##### **The weight of qualitative criteria is 30%**

Tenders will also be evaluated on the basis of qualitative criteria. These include 3 individual criteria (A, B, C, as specified in more detail in Annex J to this PD). For each individual criterion it is possible to achieve: minimum of 0 points and maximum of 20 points, in the following evaluation scale:

- 0 – quality not meeting the requirements
- 2 – insufficient quality
- 8 – quality meeting the requirements
- 18 – quality beyond expectations
- 20 – exceptionally excellent quality, well beyond expectations

Maximum points that can be achieved = 60

A detailed method of the assessment of individual criteria A to C is presented in Annex J to this PD.

Calculation of points will be performed in two steps as follows:

Step 1 – total of all points achieved for individual criteria A-C as the total of points for all three qualitative criteria;

Step 2 – final calculation of point for qualitative criteria results from the following formula: total of all points achieved / highest total of all points achieved \* 30% \* 100.

#### XI.2.4. THE MOST ADVANTAGEOUS TENDER

A tender with the highest total points (points for all individual financial and qualitative criteria) will be evaluated as the most advantageous tender.

### **XI.3. Particularly high tender price**

If the indicative tender / tender contains a price which is unreasonably high in relation to the financial plan and/or in relation to the general market conditions, we shall invite you to clarify such a price. If you fail to explain the amount of the tender price by objective reasons, or if such a price is to be achieved by breaching regulations, we may eliminate such an indicative tender / tender from the concession procedure.

## XII. CONDITIONS FOR THE CONCLUSION OF THE CONTRACT

XII.1. Prior to the conclusion of the Contract, we shall call upon the selected Contractor to submit the following:

- XII.1.1. originals or certified copies of the documents demonstrating its competence and qualification, unless we already have them from the indicative tender, tender or other communication with the selected Contractor, and
- XII.1.2. documents or samples the submission of which is a condition for the conclusion of the Contract, namely:
  - a. the insurance certificate (or other similar document) pursuant to Article 8.1 of Annex F and
  - b. document on payment of the surety or bank guarantee pursuant to Art. VI of the Contract Annex F
  - c. to the Contract pursuant to Article VIII.1.5 hereto.

XII.2. Prior to the conclusion of the Contract, it shall be verified whether the selected Contractor:

- XII.2.1. **has exclusively registered shares** (if it is a joint-stock company with its registered office in the Czech Republic). If the selected Contractor, as a joint-stock company with its registered office in the Czech Republic, does not have exclusively registered shares, it shall be excluded from the concession procedure.

The selected Contractor which is a joint-stock company with its registered office outside the Czech Republic shall be called upon to submit a **statutory declaration** specifying which persons are the owners of the shares whose aggregate nominal value exceeds 10% of the selected Contractor's registered capital, indicating the source from which the data on the shareholder share is based.

- XII.2.2. **is entered in the register of beneficial owners**. If it is not entered in the register of beneficial owners, we shall also call upon the selected Contractor to submit an extract from a register similar to the register of beneficial owners or
  - a. to communicate the identification data of all persons who are its beneficial owners, and
  - b. to submit the documents showing the relationship of all persons pursuant to clause (a) to the selected Contractor.

The selected Contractor which will fail to document the beneficial owners upon our call or whose beneficial owners are in a conflict of

interests in relation to us shall be excluded from the concession procedure.

- XII.3.** If the selected Contractor refuses to provide the necessary cooperation for the conclusion of the Contract, we shall conclude the Contract with another Contractor, based on the order of advantageousness of the tenders.

### **XIII. RESERVED CHANGE IN THE OBLIGATION**

**XIII.1.** In the event of a decrease in checked-in passengers at the Airport in any calendar year of the term of the lease compared to the number of checked-in passengers at the Airport in the calendar year preceding the beginning of the lease by at least 10 % (hereinafter referred to as the “Decrease”), the Contracting Authority reserves the right, in agreement with the Contractor, to adjust the amount of the Minimum Turnover Rent, in accordance with Article 4.6 of the Contract, with effect for the following year of the lease. The Minimum Turnover Rent may thus be reduced by up to the total amount of the Decrease, but by maximum of 15 % of the total Minimum Turnover Rent. Such a comparison may not be made earlier than two (2) years from the commencement of the term of the lease, and the above reduction may not be claimed by the Contractor.

Equally, as agreed with the Contractor, if a Force Majeure event occurs, the Contracting Authority reserves the right to adjust the Minimum Turnover Rent in accordance with Article 4.7 of the Contract with effect for the following year of the lease by up to 15% of the total Minimal Turnover Rent. The decrease may not be claimed by the Contractor either.

**XIII.2.** In the event of any changes in legislation, whether at EU or national level, or in the event of any internationally (in more than one EU country) recognised standard/measure regarding the safety, operation or fluency of passenger check-in the implementation of which in the conditions of the Airport will require modification of the layout of the commercial areas that are the Subject of the Lease, the Contracting Authority reserves the right to reduce the Subject of the Lease or to provide the Contractor with similar commercial premises at another location within the Airport. In the event that the scope of the Subject of the Lease is reduced, the Minimum Turnover Rent shall be reduced from the first month after the reducing of the scope of the Subject of the Lease by the amount calculated as the product of the floor area in sqm of the part of the Business Unit by which the Subject of the Lease was reduced and the monthly amount of the Average MAG. In the event of any change in the Subject of the Lease consisting in the provision of similar commercial areas, the Minimum Turnover Rent shall change from the first month after the provision of similar commercial areas to correspond to the product of the floor area in sqm of the new defined business units (all business units that will be the Subject to the Lease) and the monthly amount of the Average MAG.

## **XIV. OTHER**

### **XIV.1. Language versions**

These PD are made in two language versions, namely in Czech and English; in the event of any conflict between the Czech and English language versions, the Czech version shall prevail.

### **XIV.2. Annexes**

The following annexes are an integral part of this Procurement Documentation:

- Annex A** – Process Chart of the Planned Course of the Concession Procedure
- Annex B** – General Procurement Terms and Conditions
- Annex C** – Cover Sheet Template
- Annex D** – Statutory Declaration Template
- Annex E** – Tender Price (form to be completed)
- Annex F** – Contract (template to be completed)
- Annex G** – More Detailed Information on the Rented Premises
- Annex H** – Leaflet – Waste Management at Prague/Ruzyně Airport
- Annex I** – Passenger Profile and Estimated Increase in the Number of Passengers
- Annex J** – Qualitative Criteria of the Evaluation
- Annex K** – Design Manual
- Annex L** - Preliminary Market Consultation
- Annex M** - Presentation of Retail Premises

Date: 30 April 2019

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**Ing. Václav Řehoř, Ph.D., MBA**  
**Chairman of the Board of Directors**  
**Letiště Praha, a.s.**

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**Ing. Radek Hovorka**  
**Member of the Board of Directors**  
**Letiště Praha, a.s.**