

Procurement Documentation for Public Contract

“World Motorcycle Championship – Grand Prix of the Czech Republic 2019 – Provision and Installation of Grandstands”

Small-scale Public Contract for services

commissioned in accordance with the provisions of Section 6 and Section 31 of Act No. 134/2016 Coll., on Public Procurement, as later amended (hereinafter only “the Law”)

This is not a procurement procedure in the regime of the above Law

Identification data of the Contracting Entity

Name of Contracting Entity:	Spolek pro GP ČR Brno
Registered office of Contracting Entity:	Radnická 366/4, 602 00 Brno
Comp. Reg. No. of Contracting Entity:	04500750
VAT No. of Contracting Entity:	CZ04500750
Title of Public Contract:	“World Motorcycle Championship – Grand Prix of the Czech Republic 2019 – Provision and Installation of Grandstands”
Type of Public Contract:	Small-scale Public Contract for Services
Contact person for Contracting Entity:	Adam Svoboda
Email:	svoboda@spolekprogp.cz

1. Type and Subject of Public Contract

The subject of the Public Contract is the provision and installation of four grandstands, specifically a T1 grandstand with a minimum capacity of 1200 spectators, T2 with a minimum capacity of 2500 spectators, T4 with a minimum capacity of 1250 spectators and T6 with a minimum capacity of 840 spectators. The subsequent disassembly is also included in the contract.

2. Technical Specifications

2.1. Technical specifications are listed in Annex No. 1 to this procurement documentation

2.2. Layout – according to the attached Annex No. 2 to this procurement documentation

During the implementation of the Public Contract, it is the Contractor's duty to adhere to all the technical specifications specified in Annex No. 1 to this procurement documentation and at the same time the layout specified in Annex No. 2 to this procurement documentation.

The Contractor is obliged in carrying out the Public Contract to respect the applicable legislation and relevant ČSN standards. At the same time, the Contractor is obliged to make sure that the grandstands supplied meet all technical, fire and safety requirements set forth by relevant ČSN standards.

2.3. Commitment to comply with technical specifications

The Contractor as a professionally competent entity is obliged to know and understand all the technical specifications that relate to the subject of the contract and ensure that they are adhered to when carrying out the work and the deliveries.

2.4 Adherence to generally applicable legislation

The technical standards, aside from their individual descriptions, are also determined by generally binding legal regulations and associated standards, which the Contractor as a professionally competent entity is obliged to follow.

3. Period and Location of Performance of the Public Contract

The period of performance of the contract is divided thus:

1st stage:

Delivery and installation of the grandstands to the location, in accordance with the technical and spatial requirements mentioned in Annexes Nos. 1 and 2 to this procurement documentation. Meanwhile, the Contractor is obliged to cooperate with the Contracting Entity or the person authorised thereby to fulfil the obligations arising from Act No. 183/2006 Coll., On Spatial Planning and the Building Code (Building Act), as amended. The Contractor shall notify the Contracting Entity in writing of commencement of grandstand construction at least 10 working days in advance. The Contractor shall invite the Contracting Entity to give its final approval to the built grandstands by 25 July 2019 at 12:00 noon. The Contracting Entity will carry out inspection of the grandstands in the period from 25 July 2019 at 12:00 noon until 26 July 2019 at 09:00 a.m. Should the Contracting Entity as a Client raise objections, the Contractor is obliged to remove them immediately, no later than within 3 hours.

2nd stage:

The grandstands shall be completely built and fully functional from 26 July 2019 at 12:00 noon to 4 August 2019 at 11:59 p.m.

3rd stage:

The disassembly of the grandstands and their removal no later than by 14 August 2018.

Location of performance of the contract: **Masaryk Circuit grounds** in the cadastral area of **Ostrovačice** and the cadastral area of **Žebětín** (a more detailed location of the grandstands is provided in Annex No. 2 to this procurement documentation).

4. Estimated Value of the Public Contract

The total estimated value of this Public Contract is: **CZK 1,999,999 without VAT**

5. Requirements on Proof of Qualifications

The Contractor is obliged to prove their qualification by the deadline set for the submission of bids at the latest:

- a) proof of basic qualification**
- b) proof of professional qualification**
- c) proof of technical qualification**

A Contractor who does not meet the qualification requirements to the required extent or does not obey the duty to inform the Contracting Entity about any changes in their qualifications, shall be excluded from participation in the procurement procedure by the Contracting Entity.

5.1 Basic qualification requirements:

Proof of the basic qualification requirements will be provided by the Contractor by signing an affidavit, from which it will clearly follow that the Contractor meets all the basic qualification requirements to the extent set forth by the provisions of Section 74 of the Law. The affidavit must be signed by a person authorised to act in the name of or on behalf of the Contractor. An example of the Affidavit is in Annex No. 3 of this procurement documentation.

5.2 Professional qualification requirements:

The professional qualification requirements shall be demonstrated by a Contractor who submits:

- a) **an extract from the commercial register**, if entered therein, or an extract from any other analogous register, if entered therein
- b) **document of a licence to pursue business activities** under separate legal regulations “Manufacturing, trade and services not specified under Annexes 1 to 3 of the Trade Licensing Act“.

A document demonstrating the proof of professional qualifications under paragraph (a) of this section may not be more than 3 months old as of the last day on which qualifications are to be demonstrated.

If the Contractor is included in the **list of qualified contractors** pursuant to Section 228 of the Law, it can demonstrate the proof of **basic and professional qualification requirements** by means of an extract from the list of qualified contractors, which is not older than three months as of the date of bid submission.

Documents demonstrating the proof of professional qualification requirements shall be submitted by the Contractor in simple copies. Before signing of the contract, the Contracting Entity may ask the selected Contractor to present the originals or certified copies of the documents demonstrating performance of the qualifications of the Contractor. In such a case the Contractor is obliged to provide the originals or certified copies of documents demonstrating the proof of professional qualification, otherwise it will be considered in default of the provision of cooperation by the Contractor on the concluding of the contract.

5.3 Technical qualifications:

The proof of technical qualifications shall be demonstrated by a Contractor who at least twice in the last three years has provided a significant service for the supply and installation of a grandstand or grandstands for at least 3000 persons worth at least CZK 900,000 without VAT in one particular event.

To meet the technical qualification, the Contractor will provide a list of the major services provided, which will contain, in relation to each major service, a brief description of the subject of the performance provided by the Contractor, the price without VAT, the term of the supply and contact information of the client.

5.4 Proof of qualifications through a Subcontractor

The Contractor may demonstrate proof of some part of its technical or professional qualifications, with the exception of the criteria under Section 77 para. 1 of the Law, required by the Contracting Entity, through other persons. In such a case the Contractor is obliged to submit to the Contracting Entity:

- a) documents proving the professional qualifications pursuant to Section 77 para. 1 of the Law by another person,
- b) documents proving that the missing part of the qualifications has been completed by another person,
- c) documents proving the basic qualifications pursuant to Section 74 of the Law by another person; and
- d) a written undertaking by another person to provide services intended to perform the Public Contract or to supply the goods or rights which the Contractor is entitled to dispose of in the course of performance of the Public Contract, at least to the extent that the other person has proven its qualifications instead of the Contractor.

5.5 Performance of the subject of the Public Contract by more Contractors

Due to the fact that the Contracting Entity has not specified in the procurement documents any detailed rules for proving professional qualifications pursuant to Section 77 para. 2 of the Law or the technical qualifications, in the case of bidders participating jointly in the procurement procedure, the rules set forth in Sections 82 and 83 of the Law shall apply.

5.6 Foreign contractors

A foreign contractor shall demonstrate proof of its qualifications in a manner envisaged by the valid legislation in the country of its registered office, place of business or residence, to the extent required by this Law and by the Public Contracting Entity. Where particular documents are not issued under the legislation in force in the country of registered office, place of business or residence of the foreign contractor, such a foreign contractor shall be obligated to demonstrate the proof of such a part of the qualifications by an affidavit. Should an obligation, the meeting of which is to be demonstrated in the framework of qualifications, not be established in the country of registered office, place of business or residence of a foreign contractor, it shall make affidavit to this effect. Documents demonstrating the performance of qualifications shall be submitted by the foreign contractor in the original language with their officially authenticated translation into the Czech language attached; this shall apply also in the case that the contractor with registered office, place of business or permanent residence in the territory of the Czech Republic demonstrates proof of qualifications by documents in a language other than Czech. The duty to provide an authenticated translation into the Czech language does not apply to documents in the Slovak language.

6. Evaluation Criteria for the Awarding of the Public Contract

The evaluation of bids will take place according to the basic evaluation criteria of **lowest bidding price including VAT**.

The Contracting Entity shall produce a list of contractors from first to last with respect to the bidding prices; the most suitable bid is the one with the lowest bidding price.

Prior to establishing the order of success of the bids, the Contracting Entity will assess all the bidding prices to see if it is not an abnormally low bidding price.

7. Commercial Terms and Conditions

The following commercial terms and conditions must be respected and used by the Contractor in the submitted draft contract, while the Contracting Entity reserves the right to further negotiate on the draft contract submitted by the Contractor.

Contracting Parties:

1.

Name: Spolek pro GP ČR Brno

Registered office: Radnická 366/4, 602 00 Brno

Represented by: JUDr. Bohumil Šimek, Ing. Petr Vokřál, representatives of the members of the executive committee

Company ID: 04500750

Tax ID: CZ04500750

Contact person: Ing. Adam Svoboda

Phone: +420 542 427 109

E-mail: svoboda@spolekprogp.cz

(hereinafter referred to as the "Lessee")

and

2.

Name:

- a business company / natural person registered in the Commercial Register kept at the Regional / Municipal Court in, in section ... insert (**Instructions for the Contractor:** The Contractor shall fill in the relevant data about its entry in the Commercial Register.)

or

- a natural person doing business on the basis of a trade license issued by under File No. (**Instructions for the Contractor:** In the case of natural persons registered only in the Trade Register, the Contractor shall select this option for the trade license data and name the relevant trade licensing authority that issued the license.)

or

- a business company / natural person registered in (**Instructions for the Contractor:** In particular, in the case of foreign contractors, the relevant other register will be entered here, in which this Contractor must be registered on the basis of a generally binding legal regulation and the designation of the authority keeping such records.)

or

- (**Instructions for the Contractor:** Contractors will enter the legal form of another legal entity as well as details of the registration of that legal entity in the relevant records if the Contractor is to be registered under a generally binding legal regulation and the designation of the authority conducting such records.)

Registered office:

Represented by:
Company ID:
Tax ID:
Bank:
Account number:
Contact person:
Telephone:
E-mail:

- 7.1. The Contractor, by signing the contract, declares that it has studied and made detailed acquaintance with all the procurement specifications and the procurement documents entitled "Grand Prix Czech Republic 2019 – Provision and Installation of Grandstands" (hereinafter referred to as "the Public Contract") and that the supplied stands will meet the technical, fire and safety requirements set forth by the relevant ČSN standards.
- 7.2. The Contractor confirms that it is aware of all the technical, quality and other conditions necessary for the performance of the Public Contract and that it has the capacity and expertise necessary for the performance of the Public Contract at the agreed maximum contractual price in relation to its proven qualifications for the performance of the Public Contract.
- 7.3. The Contractor undertakes to ensure the construction of the grandstands for approval by the Contracting Authority by 25 July 2019, 12:00 noon, and at least 10 working days before the start of the assembly of the grandstands it is obliged to inform the Contracting Authority in writing of this fact. The Contracting Authority will carry out the inspection of the grandstands from 25 July 2019 at 12:00 noon to 26 July 2019 at 09:00 a.m. The Contractor shall ensure the full operation of the grandstands from 26 July 2019 at 12:00 pm to 4 August 2019 at 11:59 p.m. The Contractor undertakes to dismantle the grandstands and remove them by 14 August 2019 at the latest.
- 7.4. In the event of delay of the Contractor with the deadlines set in the individual stages of the performance of the Public Contract, the Contractor shall pay to the Client a contractual penalty of 0.2% of the contractual price of this delivery (excluding VAT) for each commenced day of the Contractor's delay in the performance of the Public Contract. This provision is without prejudice to the right to seek damage compensation.
- 7.5 The Contractor shall proceed with professional care and is subject to the laws and regulations applicable to the subject matter of the contract, including applicable technical standards. At the same time, the Contractor shall be obliged to provide cooperation to the Contracting Authority or the person authorised thereby to fulfil the obligations under Act No. 183/2006 Coll., On Spatial Planning and Building Code (Building Act), as amended. The Customer is entitled to check delivery performance at all stages of its implementation.
- 7.6 The Contractor declares and confirms by signing that at the date of the signing of the contract it:
- a) is in possession of liability insurance for the damage incurred during the implementation of the delivery and undertakes to be insured for the duration of the contract or the duration of any of the contractual obligations arising therefrom at least in an amount of CZK 3,000,000;
 - b) assumes liability for damages in full to third parties above the amount exceeding the liability insurance for damage caused by the delivery and assembly of the grandstands in violation of the terms of reference and the contract, i.e. in particular low quality or poor performance of the assembly of the grandstands or in the relation therewith;

- c) is not in liquidation;
- d) is not under insolvency procedure, or is not aware of any such fact being likely to happen;
- e) is not kept on the register of unreliable VAT payers.

7.7 The contractor undertakes properly and in time to fulfil its duties relating to the administration of VAT throughout the duration of the contract, and especially to pay this tax correctly and in a timely manner. If as a result of the breaching of this obligation the relevant Tax Office calls on the Client to pay the VAT due to its acting as a guarantor, the Contractor undertakes to pay the Client a single contractual penalty in the amount of the VAT related to the breach of the obligation by the contractor to pay correctly and in a timely manner the VAT, with which the Client's guarantee is associated.

7.8 This Contract shall be published through the Registry of Contracts in accordance with the Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. The parties have agreed that the publication of the Contract in the Register of Contracts, including the specification of the metadata, would be performed by the Contracting Entity.

8. Requirements on calculation of the bidding price

The Contractor shall set the bidding price for the entire performance of the Public Contract. The bidding price of the Public Contract will be submitted:

- in accordance with the procurement documentation,
- in Czech currency, the total bidding price for the implementation of the Public Contract will be presented by the Contractor in the bid broken down into: price in CZK excluding VAT, the VAT separately in CZK and the price in CZK including VAT. In addition, the bid shall specify the price per seat in CZK excluding VAT, the VAT per seat in CZK and the price per seat in CZK including VAT.

The bidding price for the work shall be calculated while respecting the following conditions: The Contractor will carry direct responsibility for any damage to property caused to the Contracting Entity or third parties, i.e. in the case of any disruption of or damage to property (e.g. driveways, fences, surrounding buildings and utilities) or damage to health due to a breach of the duties by the Contractor, the Contractor is obliged without unnecessary delay, and no later than 3 months from the delivery of notification of such damage to property or health, to pay or financially compensate for such damage should it not be covered by the entity by which the Contractor is insured.

The total bidding price will be set in the bid as the maximum allowable price for the performance of the Public Contract including all costs, risks, profit and financial influences (e.g. inflation and changes in exchange rates), including all fees and any other costs associated with the performance of the Public Contract.

The price of the performance of the Public Contract will be paid on the basis of an invoice issued after the completion of the work in accordance with the commercial terms and conditions.

The maturity of invoices is 30 calendar days after their demonstrable delivery to the Contracting Entity.

9. Deadline for submission of bids, and date, time and place of opening the envelopes with bids

The deadline for the delivery of the bids is set as **9 November 2018 at 10:00 a.m.** The bids can be submitted by postal or delivery services to the contact address of the Contracting Entity: “Spolek pro GP ČR Brno, Radnická 366/4, 602 00 Brno, Czech Republic”. The bids must be delivered by the above mentioned deadline to the Contracting Entity; hence it is not sufficient for the bids to be merely handed over for transport.

The offer bids may be submitted personally at the office of the Contracting Entity at the address: “Spolek pro GP ČR Brno, Radnická 366/4, 602 00 Brno, Czech Republic”, on working days in office number 308, on floor III, from 14:00 to 16:00 hours, or on the last day of the deadline, i.e. 9 November 2018, from 8:00 to 10:00.

The bids must be delivered or handed in person to the Contracting Entity before the closing date for the submission of bids.

All bids submitted after the deadline for submission of bids will be considered as if they had not been submitted. The Contracting Entity shall promptly notify the Contractor of the fact that its bid has been submitted after the deadline for submission of bids.

10. Instructions for preparation of the bids

By submitting the bid, the Contractor accepts fully and without objection the terms and conditions contained in this procurement documentation, including all annexes and any additions to this procurement documentation. It is assumed that the Contractor will thoroughly review and follow the instructions, conditions, terms and specifications contained in the procurement documentation before submitting the bid. The information given in the procurement documentation defines the mandatory requirements of the Contracting Entity for the performance of the Public Contract. These requirements are the Contractor's obligation to follow when preparing the bid and presenting documents to prove its qualifications.

Each Contractor may submit only 1 bid. The Contracting Entity will exclude a bidder who has submitted multiple bids individually or jointly with other contractors or has submitted a bid and is at the same time the person through whom another participant in the procurement procedure in the same tender procedure demonstrates the qualifications.

The bid will be submitted in one copy **in writing, in the Czech or English languages**. All the pages of the bid (including documents demonstrating the proof of qualification requirements) shall be numbered in an ascending uninterrupted sequence of numbers. These requirements for the formal shape of the bid are recommendations only and if they are not followed by the Contractor, this will not constitute a reason for the exclusion of such a bid or elimination of the Contractor concerned from further participation in the procurement procedure.

The bid must be signed by an authorised person. If **the bid is not signed by the statutory representative of the Contractor**, then a power of attorney from the person authorised to sign the bid must be submitted, either as an original or a certified copy.

Only bids with undamaged and unopened envelopes, on which the identification data of the Contractor are written, shall be accepted. The envelope must be marked with the clear text: **NEOTVÍRAT – VEŘEJNÁ ZAKÁZKA: „MISTROVSTVÍ SVĚTA SILNIČNÍCH MOTOCYKLŮ - GRAND PRIX ČR 2019 - DODÁVKA A MONTÁŽ TRIBUN“.**

Recommended sequence of the parts of the bid:

- contents of the bid including a list of annexes
- a signed draft contract
- an affidavit on the fulfilment of basic qualifications
- documents demonstrating the proof of professional qualifications
- documents demonstrating the proof of technical qualifications

The signed draft contract is a mandatory part of the Contractor's bid. If the bid does not contain it, the Contracting Entity has the right to eliminate the Contractor from the procurement procedure.

11. Bidding period

The bidding period (the period for which the Contractors are bound by their bids) is 30 days. The bidding period begins at the moment the deadline is reached for the submission of bids and ends on the day the contract is signed or the procurement procedure is cancelled.

12. Providing explanations

The Contractors are entitled to ask the Contracting Entity for **additional explanations**, and that in **writing (e-mail or by post)**; requests for additional information should be addressed to the contact person given at the head of the procurement documentation; a request for additional information must be delivered to the Contracting Entity by a deadline at least 3 working days before expiry of the deadline for the submission of bids. For reasons of maintaining the principles of transparency, equal treatment and the prohibition of discrimination, the Contracting Entity is not able to deal with questions in person or by telephone or to offer consultation concerning Public Contracts or the procurement procedure on the Public Contract in question.

The Contracting Entity will sent in writing (e-mail or post) the explanation on the procurement conditions, or associated documents, within 2 working days at the latest after the receipt of the request for additional information.

The Contracting Entity will at the same time send the explanation of the procurement documentation, including the precise wording of the request, to all the Contractors who have requested the provision of the procurement documentation or to whom the procurement documentation has been provided. The Contracting Entity can provide the Contractors with additional information on the award conditions even without a preceding request from a Contractor.

The Contracting Entity will not organise a joint tour of the performance location.

13. Further conditions and requirements of the contracting entity

1. The costs associated with the preparation of the bid and participation in the procurement procedure are to be covered by the Contractor alone.
2. The Contracting Entity will not accept alternative solutions to the bid.
3. The Contracting Entity retains the right to cancel the procurement procedure at any moment. If the Contracting Entity does so, no claims will arise in this respect to the bidders. The Contracting Entity is not responsible for any material or non-material damage suffered by a participant in connection with the cancellation of the procurement procedure, even though the Contracting Authority has been notified of the possibility of occurrence of such damages.
4. The Contracting Entity will not provide the selected Contractor with electricity and water supplies during the performance of the contract.
5. In the case that a bid is submitted by more persons jointly, there must be specified one of these persons that will be responsible for the entire contract, and this fact must be documented in the bid in the form of an agreement between the persons.
6. By submitting the bid, the Contractor grants its express consent to the Contracting Authority for the disclosure of the terms of its bid to the extent and under the conditions of the relevant legislation (in particular Act No. 106/1999 Coll., On Free Access to Information, as amended).

14. Annexes

- Annex No. 1 – technical specification
- Annex No. 2 – spatial layout
- Annex No. 3 – affidavit on basic qualification requirements