



EVROPSKÁ UNIE  
Evropský fond pro regionální rozvoj  
Operační program Podnikání  
a inovace pro konkurenceschopnost

# CALL FOR TENDER

## INCLUDING CONTRACT DOCUMENTS

to contract for services named:

### **“Development of Export Opportunities of SANS SOUCI VIII.”**

Awarded outside the scope of Act No. 134/2016 Coll., on Public Procurement (hereinafter “ZZVZ”) and in accordance with the Contractor Selection Rules File no. MPO 56796/18/61100/61000/501/7 valid as of 10 August 2018 as part of the project entitled “**Development of Export Opportunities of**

**SANS SOUCI II**”, co-financed by the Operational Program Enterprise and Innovation for Competitiveness, Marketing Program, Priority Axis 01.2 “Development of Entrepreneurship and Competitiveness of Small and Medium Enterprises”, 01\_16\_047 MARKETING – CALL II - INDIVIDUAL PARTICIPATIONS IN EXHIBITIONS AND TRADE FAIRS, project registration number:

CZ.01.2.111/0.0/0.0/16\_047/0008617



## CONTENT

I.	IDENTIFICATION DATA OF CONTRACTING AUTHORITY .....	3
II.	INITIAL PROVISIONS .....	3
III.	DESCRIPTION OF SUBJECT OF AGREEMENT.....	4
IV.	PROVISION OF CONTRACT DOCUMENTS TO PARTICIPANTS .....	7
V.	REQUIREMENTS FOR QUALIFICATION .....	7
VI.	EVALUATION OF TENDERS - RULES FOR EVALUATION OF TENDERS .....	10
VII.	REQUIREMENTS FOR THE WAY OF BID PRICE ELABORATION .....	11
VIII.	COMMERCIAL TERMS AND CONDITIONS .....	11
IX.	REQUIREMENTS FOR CONTENT OF THE TENDER .....	12
X.	REQUIREMENTS FOR THE WAY OF ELABORATION AND ELABORATION OF THE TENDER ...	13
XI.	TENDER PERIOD .....	13
XII.	EXPLANATION OF CONTRACT DOCUMENTS, INSPECTION OF THE PLACE OF PERFORMANCE .....	13
XIII.	VARIANTS AND SUBMISSION OF THE TENDER .....	14
XIV.	INFORMATION ON OPENING OF ENVELOPES WITH TENDERS .....	14
XV.	RESERVATION OF THE RIGHT TO PUBLISH THE CONTRACTING AUTHORITY'S DECISION AT THE CONTRACTING AUTHORITY'S PROFILE.....	14
XVI.	GDPR .....	14
XVII.	FINAL PROVISIONS .....	15
XVIII.	APPENDICES .....	15

## I. IDENTIFICATION DATA OF CONTRACTING AUTHORITY

### Order Party

Name/company Name: **SANS SOUCI, s.r.o.**  
Registered office: Řeznická 656/14, Nové Město, 110 00 Prague 1  
Represented by: Martin Cháb, Authorized Signatory  
ID: 272 78 727  
Tax. ID: CZ27278727

Registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert No. 118166.

Contact person: Ondřej Salanský  
Phone: +420 724 275 901  
Email: [ondrej.salansky@ss-gd.com](mailto:ondrej.salansky@ss-gd.com)

### Persons representing the Contracting Authority:

Company Name: **Erste Grantika Advisory, a.s.**  
Registered office: Jánská 448/10, 602 00 Brno  
ID: 25597001  
Tax. ID: CZ25597001

Registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert No. 4100

Contact person: Ing. Bc. Iveta Prášková  
Phone: + 420 739 547 265, + 420 515 917 652  
Fax: + 420 515 917 660  
Email: [praskova@grantika.cz](mailto:praskova@grantika.cz)

## II. INITIAL PROVISIONS

- 1) This Call for Tender together with the contract documents, including all appendices thereof (hereinafter the "**Contract Documents**") is elaborated as a base for elaboration and submission of the tenders and to prove fulfilment of the qualification criteria in the selection procedure (in these Contract Documents as "**Selection Procedure**" or "**SP**") the aim of which is to procure the contract for services named "**Development of Export Opportunities of SANS SOUCI VIII.**" (hereinafter the "**Contract**").
- 2) The Contracting Authority is an applicant for a subsidy from Operational Programme Enterprise and Innovation for Competitiveness (hereinafter "**OP EICD**") to implement a project named "**Development of Export Opportunities of SANS SOUCI II.**" (hereinafter the "**Project**"), within the scope of which the Contract is awarded. Performance of the Selection Procedure for a contractor for this Contract is a necessary condition for awarding and maintaining the subsidy for the project implementation.
- 3) These Contract Documents are a set of documents, data, requirements and technical conditions of the Contracting Authority specifying the subject of the Contract with the details necessary to elaborate and submit tenders of the participants in the Selection Procedure (hereinafter the "**Participant**") carried out in compliance with the Contractor Selection Rules in Operational Programme Enterprise and Innovation for Competitiveness. The rights, duties or conditions not specified in these Contract Documents shall be governed by the Contractor Selection Rules, ref.

no. MPO 56796/18/61100/61000/501/7 in OP EIC (hereinafter only "**RSS OP EIC**") and the Instructions for Successful Implementation of Selective Procedure of Contractor (hereinafter the "**Instructions OP EIC**"). To ensure transparency and clarity of the specifications the Contracting Authority uses in the Contract Documents references to the affected provisions of ZZVZ even though it does not concern a procedure under ZZVZ but only an analogical procedure.

- 4) The Selection Procedure will be terminated either by awarding the Contract to the selected contractor or by the Contracting Authority's decision on cancellation of the Selection Procedure.
- 5) The Contract Documents contains the binding conditions for performance, including other information made available until the lapse of the period for the submission of tenders. Before submission of its Tender the participants must carefully study all instructions, specifications and terms contained in the Contract Documents and observe the same.
- 6) By submitting a Tender in this Selection Procedure, the Participant accepts fully and without reservation the Contract Documents, including any explanations of the Contract Documents. The Contracting Authority must not take into account any objection of the Participant concerning the Contract Documents comprised in its Tender. Any reservation may lead to exclusion of the Participant's Tender and its subsequent exclusion from the Selection Procedure.
- 7) If the Participant fails to timely provide the required information and documents or provided that its Tender fails to correspond in every aspect to the Contract Documents, such fact can lead to exclusion of the Participant's Tender and its subsequent exclusion from the Selection Procedure.
- 8) The official language of the Selection Procedure is Czech or English; tenders may be submitted **exclusively** in the **Czech, English or Slovak language**. As concerns the documents comprised in the Tender to be submitted in other languages, the Contracting Authority will require their **translation in the Czech, English or Slovak language**. Catalogues comprising the equipment or leaflets and other documents above the scope of the documents required in Article IX of these Contract Documents are an exception from aforesaid the rule and may be compiled in foreign languages.

### III. DESCRIPTION OF SUBJECT OF AGREEMENT

- 1) The subject of this Contract is **arranging of an exhibition for the Downtown Design Dubai Trade Fair organized in Dubai in the period from 12 to 15 November 2019 - lease and implementation of a stand at the aforesaid trade fair where the Contracting Authority will participate** (hereinafter also the "Exhibition"), as specified in more details in these Contract Documents and appendices thereof, and provision of all related services necessary to complete the Contract.

The Contracting Authority will participate in trade fairs in the form of individual active participation; the Exhibition premises will be used exclusively for the Contracting Authority's presentation and to strengthen the awareness about SANS SOUCI, s.r.o. The aim is to increase the international competitiveness of the Contracting Authority and encourage the possibility of international expansion.

Presentation of the Contracting Authority at the trade fair is an important tool for marketing presentation of the company and an opportunity to reinforce its position at the existing foreign markets and to expand to new markets.

The Contracting Authority is a company with business activities in the field of interior and exterior decorative glass.

At trade fairs, the Contracting Authority will present mainly interior and exterior decorative glass.

The Contracting Authority's presentation may be viewed at the company websites (<http://ss-gd.com/>).

## 2) Detail specification of the demanded services

For the purpose of this Selection Procedure the Exhibition means construction of an exhibition stand installed independently on the exhibition ground leased by the Contracting Authority from the trade fair organizer, as well as the equipment and facilities concerning the exhibition.

At trade fairs, the Participant will ensure for the Contracting Authority assembly of the Exhibition from individual parts so that none of the parts shows any signs of damage, wear and tear or reduced quality. The Participant will also arrange for the lease of exhibition parts, equipment and facilities according to the Contracting Authority's Specifications in the course of the event, assembly and disassembly of the exhibition, the graphic design and transportation of the exhibition.

### Minimum specification of the demanded services:

- Processing of the Exhibition in compliance with the visual proposal of the Contracting Authority attached in **Appendix No. 7** of these Contract Documents, with any amendments in line with the final decision of the trade fair organizer concerning the size of the stand and its location in the exhibition hall;
- Elaboration of technical design of the stand, while maintaining the visual proposal of the Contracting Authority attached in **Appendix No. 7** of these Contract Documents and taking into account the technical design of the Exhibition; **the stand must not comprise any disturbing elements, visible structures or visible joints and gaps on surface areas**, etc.; the Contracting Authority submits as a part of this appendix the following:
  - Dimensions and shape of the stand;
  - Specification of the used materials and colours to perform the Exhibition;
  - Dimensions and weights of the individual exhibits for construction design and ceiling load;
  - Logo of the Contracting Authority at a general level; the selected contractor will receive from the Contracting Authority detail instructions concerning the logo processing;
  - Equipment layout and lighting of the stand;
  - Drawings with dimensions and weights of individual exhibits for construction design and ceiling load
- Arranging for communication with the trade fair organizer about technical matters concerning the structure, services and design of all fixtures (power and water supply, waste collection, suspension points on the ceiling) and technical specifications concerning the Exhibition (approving by the Contracting Authority);
- Arranging of electrical wiring, installation of jacks, lighting and sound system for the Exhibition;
- Observing and respecting the conditions determined by the trade fair organizer, mainly the **responsibility and performance of services on the basis of performance bond** (ie guarantee for performance of services and obligations according to the conditions stated in the exhibitor's manual - payment of the fee for the participant made by the contracting authority), given in **Appendix No. 9.1** (hereinafter referred to as the "**Performance bond**"), health and safety regulations (hereinafter referred to as the „HSE“), given in **Appendix No. 9.2** of this Tender Documents (hereinafter referred to as the „HSE“) and the observance of the timetable of the events of the fair, given in **Appendix No. 9.3** of this Tender Documents (hereinafter referred to as the „Timetable“). **The selected contractor** will receive a **complete exhibitor's manual** before the contract signing. The selected contractor will undertake to maintain all regulations concerning the warranty for

the performed services and obligations specified in the Exhibitor's Instructions, observe the security regulations and schedule, provide any and all required documents, etc. Provided that the selected contractor fails to fulfil or breaches any requirement and the warranty for performance is not refunded in full, the selected contractor will be obliged to settle the difference at the latest within 14 days from the date of delivery of a written notification by the Contracting Authority.

- Lease and organization of the Exhibition, including its installation according to the exhibition area of the trade fair and in compliance with the visual proposal of the Contracting Authority and the proposed technical design of the Exhibition - all to be arranged by the Participant;
- Arranging for the premises and lease of the equipment and facilities needed for the stand in compliance with the Contracting Authority's requirements; minimum specifications of the equipment and facilities of the Exhibition are provided in **Appendices No. 4 and 7** of these Contract Documents;
- Transportation of the Exhibition and its equipment to the trade fair and back according to the schedule determined by the trade fair organizer in the Exhibitor's Instructions;
- Location of the exhibits within the Exhibition layout as specified in **Appendix No. 7** of these Contract Documents;
- Assembly and disassembly of the Exhibition depending on the schedule determined by the trade fair organizer in the Exhibitor's Instructions specifying detail times for arrival of the exhibits at the exhibition ground, installation and assembly of the stand, as well as the times for disassembly and removal after the trade fair termination.

**3) The subject of the Contract does not include** (to be arranged for by the Contracting Authority):

- Rent and fees related with the exhibition area of the trade fair;
- Payment of the performance bond;
- Transportation, installation and launching of the displayed exhibits to be supplied by the Contracting Authority; and
- Costs of the ordered services provided by the trade fair organizer as set forth in Appendices No. 10 and 11 of these Contract Documents.

**4)** Provided that any requirements or references to trade companies occur in the Contract Documents or/and any trade names or names and surnames, specific indications of equipment or services applicable to a specific person or pertaining to its organizational unit, patents to inventions, utility models, industrial models, trademarks or indications of origin, the Participant will have the right to propose for the Contract performance also other similar technical and qualitative solution which must fulfil the technical and functional requirements of the Contracting Authority as provided in these Contract Documents.

**5) Anticipated value of the Contract**

The Contracting Authority does not provide the anticipated value of the Contract.

**6) Classification of the subject of the Contract according to the Common Procurement Vocabulary (CPV) nomenclature:**

Type of services	CPV code
Advertising and marketing services	79340000-9

**7) Anticipated performance schedule for the demanded services**

The schedule of performance of the demanded services is based on the Exhibitor's Instructions. When assembling and disassembling the Exhibition the selected Participant must observe the regulations provided by the trade fair organizer, its **published schedules, including the deadline and instructions** for the movement and activity in the exhibition premises.

The Contracting Authority anticipates conclusion of the Agreement on Performance of Subject of Contract in **September 2019**.

The Contracting Authority reserves the right to postpone the term of concluding the Agreement on Performance of Subject of Contract with regard to the term of termination of the Selection Procedure and to the Contracting Authority's operating and organization needs, and in the case of such postponement the selected contractor shall not assume the right to charge any contractual penalties, price increases or damage compensation.

**8) Place of performance of the Contract**

- Trade fair venue - Dubai in compliance with the venue specified in the **Exhibitor's Instructions**, in the directions for transport

**9) Size of the Contracting Authority's exhibition area at the trade fair:**

Trade fair **Downtown Design Dubai - 60 m<sup>2</sup>**

- Sizes, shape and layout of the Exhibition at the trade fair are provided in Appendix No. 7 and 8 of these Contract Documents.

<b>IV. PROVISION OF CONTRACT DOCUMENTS TO PARTICIPANTS</b>
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The Contract Documents are provided in full extent in electronic form by means of unlimited remote access at the Contracting Authority's profile at [https://ezakazky.grantikacs.cz/profile\\_display\\_632.html](https://ezakazky.grantikacs.cz/profile_display_632.html) for the entire period designated for submission of tenders.

<b>V. REQUIREMENTS FOR QUALIFICATION</b>
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- 1) Establishing of the qualification required by the Contracting Authority is a precondition for assessment and evaluation of the tenders submitted in the Selection Procedure. The Contracting Authority hereby reserves the option to perform assessment of the tenders (including assessment of the qualification) after evaluation of the tenders is carried out. Assessment of the selected contractor's tender will be carried out in every case. The Participant must establish its qualification within the period designated for submission of tenders.
- 2) The participant fulfilling the following shall be considered as a qualified participant:
  - a) Basic competence;
  - b) Professional competence; and
  - c) Technical qualification.

in the scope determined by the Contracting Authority in clauses 3 to 5 of this Article hereof.

**3) Basic competence**

Fulfilment of the basic competence will be established by the Participant by submitting the affidavit attached in **Appendix No. 2** of these Contract Documents. The affidavit must be signed

by the person authorized to act on behalf of the Participant **3 months before initiation of the Selection Procedure at the earliest.**

#### 4) Professional competence

Fulfilment of the professional competence will be established by the Participant by submitting an **excerpt from the Commercial Register** where it is registered or from other similar records where it is registered; This document **must not be older than 3 months before initiation of the Selection Procedure,**

The contractor does not have to submit the aforesaid documents establishing the professional competence provided that the legal regulations in the country where its registered office is located do not require such professional competence.

#### 5) Technical qualification

Fulfilment of the technical competence will be established by the Participant by submitting a List of Significant Contracts fulfilling the following requirements:

The Participant shall submit **2 referential contracts** implemented by the Participant **within the last 3 years before initiation of the Selection Procedure** the subject of which was **similar to the subject of this Contract**. Subject similar to the subject of this Contract is **implementation of an exhibition**. The Contracting Authority requires that the value of **each** referential contract amounts **at least to 220,000 CZK, excluding VAT (10,000 USD, excluding VAT; 8,500 EUR, excluding VAT).**

The List of Significant Contracts will be submitted by the Participant in the form of an affidavit signed by the person authorized to act on behalf of the Participant and comprising the following information:

- **Name of the referential contract;**
- **Principal's identification** (name, registered office, ID);
- **Contact person** of the Principal who can confirm implementation of the contract.
- **Description of the provided performance**
- **Term of implementation** of the provided performance (month/year of initiation and termination of the implementation);
- **Place of implementation** of the provided performance;
- **Value** (price) of the referential contract excluding VAT - in the event that the referential contract was implemented in the form of an association, the Participant shall provide the financial specification of its contribution in implementation of the referential contract (including determination of the factual scope of the Participant's performance) and the referential contract will be taken into account only in the provided extent. In the event that the referential contract was implemented within a contract with a wider subject of performance, the Participant must specify the financial share of the referential contract on the overall financial volume of such contract.

The Contracting Authority advises the participants to use the specimen **List of Significant Contracts** attached in **Appendix No. 3** of these Contract Documents.

Information provided in the List of Significant Contracts must explicitly prove fulfilment of the Contracting Authority's requirements concerning the individual referential contracts.

This criterion of the technical qualification shall be also fulfilled by the Participant in the event that it concerns a contract

- Initiated earlier than 3 years before initiation of the Selection Procedure and terminated before the end of the period for submission of the tenders under the condition that the



contract fulfils all aforementioned requirements (i.e. value of the referential contract in the decisive period); or

- An actually performed contract provided that by the end of the period designated for submission of tenders the contract fulfils the requirements provided above.

To avoid any doubts, the Contracting Authority emphasises that for the purpose of proving this criterion of the technical qualification the references cannot not be summed up (i.e. it is inadmissible to sum up 2 contracts awarded by different principals with a lower volume) or divided (i.e. a contract awarded by a single principal with the volume exceeding the required limit two times cannot not be counted as two relevant contracts).

#### **6) Requirements of an affidavit**

In the cases when the Contracting Authority requires submission of the Participant's affidavit to establish its qualification, such affidavit must comprise the data required by the Contracting Authority and must be **signed by the person authorized to act on behalf of the Participant**. Provided that the Participant is represented by an authorized person on the basis of a power of attorney, the Tender must comprise at least a **copy of the power of attorney**.

#### **7) Authenticity of documents establishing qualification**

The participants submit uncertified copies of the documents establishing their qualification.

#### **8) Establishing qualification by means of documents issued in other languages than Czech or English**

In the event that a participant with the registered office, place of business or place of permanent domicile at the Czech Republic establishes its qualification by means of documents issued in other languages than Czech or English, it must attach their translation in the Czech or English language; documents elaborated in the Slovak language do not have to be translated in the Czech language.

#### **9) Establishing of qualification by means of a subcontractor**

Provided that the Participant is unable to establish any part of the qualification required by the Contracting Authority under clause 5 of this Article hereof in full extent, the Participant has the right to establish its qualification in the missing extent by means of a subcontractor. In such case the Participant must submit to the Contracting Authority:

- a) Documents establishing its professional qualification under clause 4 of this Article hereof by the subcontractor;
- b) Documents establishing the missing part of qualification by means of the subcontractor;
- c) An affidavit of the subcontractor establishing basic qualification under clause 3 of this Article hereof;
- d) A written obligation of the subcontractor to provide the services designated to perform the Contract or to provide things or rights with which the Participant will be authorised to dispose when performing the Contract; at least in the extent of qualification established by the subcontractor on behalf of the Participant (such written obligation of the subcontractor must comprise joint and severe liability for the Contract performance together with the Participant).

Upon evaluation of fulfilment of clause d) procedure analogical with Section 83 clause 2) of ZZVZ.

#### **10) Joint participation of subcontractors**

Provided that the subject of the Contract is performed jointly by several participants who will or wish to submit a joint tender for that purpose, each of the participants must establish:

- a) Basic qualification under clause 3) of this Article hereof;

b) Professional qualification under clause 4) of this Article hereof;  
in full extent.

Other qualifications required by the Contracting Authority must be established jointly by all participants.

Together with the documents establishing their qualification, the participants must submit a written obligation comprising the liability of all participants towards the Contracting Authority and third parties for any and all legal relations ensuing in relation with this Contract jointly and severally in the entire course of performance of this Contract and during the term of any other liabilities ensuing from this Contract.

#### **11) Establishing of qualification by a foreign participant**

In the event that qualification obtained gained in abroad, it must be established by means of the documents selected in line with the law of the country where it was obtained and in the extent required by the Contracting Authority.

If a **certain document is not issued** according to the law applicable in the country of registered office, place of business or domicile of the foreign participant, the foreign participant must establish this part of qualification by means of **an affidavit**.

The foreign participant shall submit the documents establishing its qualification in the original language, attaching their **translation in the Czech or English language**; documents elaborated in the Slovak language do not have to be translated in the Czech language.

#### **12) Establishing of qualification by means of a list of qualified contractors, and excerpt from the list of certified contractors or the list of foreign contractors**

- a) To establish their professional competences the contractors can submit an excerpt from the list of qualified contractors under Section 228 of ZZVZ. Similarly as by means of an excerpt from the list of qualified contractors, the contractor may also establish its qualification by means of a certificate issued in another member state where the contractor has its registered office, which is similar to the excerpt from the list of qualified contractors.
- b) To establish their qualification the contractors can submit a certificate issued in the system of certified contractors under Section 234 of ZZVZ. Similarly as by means of a certificate, the contractor may also establish its qualification by means of a certificate issued in another member state where the contractor has its registered office, which is similar to the certificate issued in the system of certified contractors.

#### **13) Consequence of a failure to establish qualification**

The Participant who fails to establish its qualification in the required extent may be excluded by the Contracting Authority from participation in the Selection Procedure.

### **VI. EVALUATION OF TENDERS - RULES FOR EVALUATION OF TENDERS**

#### **1) Evaluation criterion**

The submitted tenders will be evaluated according to the **economic advantage of the tenders** on the basis of the cheapest bid price.

#### **2) Method of assessments of the tenders**

The total bid price in CZK excluding VAT will be decisive for the evaluation. The submitted tenders will be ranked by the Contracting Authority according to the bid price in CZK excluding VAT, from

the cheapest to the most expensive offer. The bid with the lowest bid will be ranked as the best one.

- 3) The participants shall provide **the bid price value** in the **Tender Cover List** attached in **Appendix No. 1** of these Contract Documents and in the **Draft Agreement on Performance of Subject of Contract** attached in **Appendix No. 5** of these Contract Documents.

## VII. REQUIREMENTS FOR THE WAY OF BID PRICE ELABORATION

- 1) The Participant shall specify the **bid price for due and timely performance of the subject of the Contract**. The Participant will provide the bid price **in CZK, EUR or USD**.
- 2) The bid price is the **maximum admissible fixed** price that **may be exceeded** only under the conditions specified in detail in the **Draft Agreement on Performance of Subject of Contract** (see **Appendix No. 5** of these Contract Documents). The bid price amount is **independent of the exchange rate changes**.
- 3) The bid price must comprise the anticipated price development in the given field, including the anticipated development of the Czech currency exchange rate in relation to foreign currencies. The Participant will not have the right to subject the amount of bid price to any other condition. Conditioning of the bid price, specification of another currency than set forth in clause 1) of this Article and provision of bid price options will constitute a **reason for exclusion of the Participant's Tender** and its subsequent exclusion from the Selection Procedure.
- 4) The bid price of the Tender will be provided in the **Cover List** of the Tender and in the **Draft Agreement on Performance of Subject of Contract** with the following structure:
  - Bid price excluding VAT;
  - VAT with the applicable rate; and
  - Bid price including VAT.
- 5) Provided that the **bid price is provided in another currency than CZK, for the purpose of evaluation** it will be recounted with use of the exchange rate issued by the Czech National Bank applicable on the last day of the period designated for submission of the tenders.
- 6) The Contracting Authority also informs the Participant that the evaluation committee may assess the amount of bid prices in relation to the subject of the Contract, i.e. it may assess whether or not the submitted tender contains a too low bid price regarding the subject of the Contract.
- 7) Requirements for the bid price are provided in the way to enable the participants to submit comparable tenders. The base for elaboration of the bid price comprises exclusively these tender conditions, including all appendices, and also possible explanation of the tender conditions provided by the Contracting Authority in compliance with Article XII of these Contract Documents.

## VIII. COMMERCIAL TERMS AND CONDITIONS

- 1) The commercial terms including the terms of payment of the Contracting Authority are provided in details in the **binding Draft Agreement on Performance of Subject of Contract** attached in **Appendix No. 5** of these Contract Documents. The Contracting Authority explicitly requires using of a binding Draft Agreement on Performance of Subject of Contract as attached in the Appendix.
- 2) The participant should fill in the binding Draft Agreement on Performance of Subject of Contract exclusively where required and only provide the required data. The Participants do not have the right to amend or fill in other provisions of the binding Draft Agreement on Performance of Subject of Contract than as explicitly determined by the Contracting Authority. A breach of this duty will be considered as a failure to fulfil the Contracting Authority's requirements provided in the

specifications and it will constitute a reason for exclusion of the Tender and exclusion of the Participant from the Selection Procedure.

- 3) The appendices required in compliance with Article IX clause 3) item e) are a part of the Draft Agreement.
- 4) The Draft Agreement on Performance of Subject of Contract will be signed by the person authorized to act on behalf of the Participant, i.e. its statutory authority according to the Commercial Register or a person duly authorized to do so (the power of attorney of such authorized person must be included in the Participant's Tender). **Submission of an unsigned Draft Agreement on Performance of Subject of Contract will not be considered as submission of the draft agreement and in such case the Contracting Authority may exclude the Participant for further participation in the Selection Procedure concerning the aforesaid Contract.**

#### **IX. REQUIREMENTS FOR CONTENT OF THE TENDER**

- 1) The Contracting Authority recommends accepting of the following requirements for formal design, structure and content of the Tender to ensure transparency of the tenders and thus also their assessment. A failure to conform to the following requirements for the Tender structure will not be considered by the Contracting Authority as a failure to fulfil the requirements for qualification or other requirements of the Contracting Authority.
- 2) The Contracting Authority recommends compilation of the documents in the Participant's tender in the following order:
  - a) **Tender Cover list** with the Participant's identification data signed by the person authorized to act on behalf of the Participant (**Appendix No. 1** of these Contract Documents);
  - b) An affidavit establishing the **basic qualification and declaration on binding content** of these Contract Documents (**Appendix No. 2** of these Contract Documents);
  - c) Documents establishing professional qualification:
    - **An excerpt from the Commercial Register or an excerpt from a similar registry**;
  - d) Documents establishing technical qualification:
    - **List of Significant Contracts**- (**Appendix No. 3** of these Contract Documents);
  - e) **Draft Agreement on Performance of Subject of Contract** signed by the person authorized to act on behalf of the Participant in compliance with Article VIII of these Contract Documents (**Appendix No. 5** of these Contract Documents), including the required appendices:
    - **Appendix No. 1** will comprise **the price calculation for the offered performance** (**Appendix No. 6** of these Contract Documents);
    - **Appendix No. 2** will comprise **Specification of Subject of Contract** (**Appendix No. 4** of these Contract Documents);
    - **Appendix No. 3** will comprise **Visual Design of the Stand** (**Appendix No. 7** of these Contract Documents);
    - **Appendix No. 4** will comprise the **Exhibitor's Instructions**, which will be submitted to the selected supplier before the contract is signed;
    - **Appendix No. 5** will comprise **Timetable of the Event** (**Appendix No. 9.3** of these Contract Documents);
    - **Appendix no. 6** will comprise the following form - Ordered Services\_form\_1B (**Appendix No. 10** of these Contract Documents);
    - **Appendix no. 7** will comprise the following form - Ordered Services\_form\_3 (**Appendix No. 11** of these Contract Documents);

- f) Other documents if required by these Contract Documents.

#### **X. REQUIREMENTS FOR THE WAY OF ELABORATION AND ELABORATION OF THE TENDER**

- 1) The complete Tender must be submitted **in the Czech, English or Slovak language in a documentary form**. The Tender will be printed in high quality so that it is well legible and bound in a single volume so that the individual sheets cannot be manipulated. The Tender must not contain any corrections or overwriting that could mislead the Contracting Authority.
- 2) The Tender will be delivered to the registered seat of the person acting on behalf of the Contracting Authority, i.e. **Erste Grantika Advisory, a.s., Jánská 448/10, 602 00 Brno**, at the latest on **27th August 2019 at 10:00 a.m.** The Participant can send the Tender to the aforesaid address via mail or serve it personally on business days from 8:00 a.m. to 3:00 p.m. and on the last day of the period designated for submission of the tenders from 8:00 a.m. to 10:00 a.m.
- 3) If the Participant decides to submit the Tender in another way than by means of personal serving, the Participant will be responsible for its delivery within the aforesaid period. The decisive moment of the Tender delivery is the moment of its takeover by the person acting on behalf of the Contracting Authority. **The Contracting Authority will not be liable for late delivery.**
- 4) The Participant must serve the Tender in a duly sealed envelope (package) equipped with its stamp and clearly indicated with the following heading:  
**"DO NOT OPEN BEFORE DEADLINE - TENDER"**  
**"Development of Export Opportunities of SANS SOUCI VIII.".**
- 5) The envelope must be equipped with the Participant's address enabling sending a notification that the tender was delivered after the period designated to submit the tenders provided that it is delivered after the lapse of such period. Tenders delivered after the lapse of the said period will not be opened or evaluated. The served Tenders will be recorded and assigned a reference number.
- 6) The Tender will be submitted **in one original copy** (indicated as "ORIGINAL"), **in one copy** (indicated as "COPY") and **in electronic copy** (in a commonly available format) on a CD/DVD/USB carrier attached to the original copy of the Tender.

#### **XI. TENDER PERIOD**

With regard to the subject of the Contract the Contracting Authority determines the period for which the participants are bound by their tenders for **3 months**. The tender period will start running on the date of termination of the tender submission.

#### **XII. EXPLANATION OF CONTRACT DOCUMENTS, INSPECTION OF THE PLACE OF PERFORMANCE**

- 1) **Explanation of Contract Documents (hereinafter the "Explanation")**
  - a) The participants have the right to require the Contracting Authority the Explanation in writing (delivery via e-mail is also considered as written form) served **within 4 business days at the latest** before the lapse of the period for submission of the tenders. The participants will serve their written requests for Explanation to the contact address or e-mail of the person acting on behalf of the Contracting Authority. The Contracting Authority can provide the Explanation even without previous request.
  - b) In compliance with the preceding clause the Contracting Authority will send the Explanation of the Contract Documents **at the latest within 2 business days** from the date of delivery

Of the tenders. If the contracting authority provides an explanation upon request for an explanation that is not delivered in time, it may not comply with the time limit referred to in the previous sentence. If the request for explanation of tender specifications is delivered in time and the contracting authority does not publish the explanation within the deadline, it shall extend the deadline for submission of tenders by at least as many working days as the period from receipt of the request for explanation of tender specifications to publication.

- c) The Contracting Authority will always publish the Explanation, including exact wording of the request **at the Contracting Authority's profile** and also immediately notify in writing all currently unknown participants.

## 2) Visit of the place of performance

The Contracting Authority claims that with regard to the nature of the subject of the Contract **it is impossible** to perform a vision of the place of performance.

## XIII. VARIANTS AND SUBMISSION OF THE TENDER

- 1) The Contracting Authority does not admit more than one variant of the solution.
- 2) A participant who submits a tender in the said Selection Procedure must not be simultaneously a subcontractor by means of which another Participant of this Selection Procedure establishes its qualification.
- 3) If a participant submits more tenders independently or jointly with other participants or acts as a subcontractor by means of which another participant of this Selection Procedure wants to establish its qualification, the Contracting Authority shall exclude all tenders submitted by such Participant.

## XIV. INFORMATION ON OPENING OF ENVELOPES WITH TENDERS

The evaluation committee determined by the Contracting Authority will open the delivered envelopes immediately after the lapse of the period designated for submission of the tenders and check their content at a **non-public meeting** carried out at the place of the registered office of the person acting on behalf of the Contracting Authority on **27th August 2019 at 10:00 a.m.**

## XV. RESERVATION OF THE RIGHT TO PUBLISH THE CONTRACTING AUTHORITY'S DECISION AT THE CONTRACTING AUTHORITY'S PROFILE

The Contracting Authority reserves the right to publish at the **Contracting Authority's profile** a **notification** or **decision on selection of the best tender and decision on cancellation of the Selection Procedure**. In such case the notification or decision will be deemed as served to all affected interested persons and participants at the moment of its publishing at the Contracting Authority's profile.

## XVI. GDPR

- 1) The contracting authority, as the controller of personal data, hereby informs the tenderers within the meaning of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Proceedings on the processing of personal data for the purpose of the selection procedure.

- 2) The contracting authority may process the personal data of suppliers and their subcontractors (natural persons doing business), members of statutory bodies and contact persons of suppliers and their subcontractors, persons through whom the supplier proves qualification, members of the supplier's realization team and actual supplier owners.
- 3) The Contracting Authority shall process personal data only to the extent necessary for the performance of the selection procedure and only for the period stipulated by legal regulations. Data subjects shall be entitled to exercise their rights under Articles 13 to 22 of the GDPR in writing at the address of the contracting authority.
- 4) The contracting entity submits personal data for processing to the contracting authority's representative as a personal data processor for the purpose of administering the selection procedure pursuant to Section 43 of the Public Procurement Act

#### **XVII. FINAL PROVISIONS**

- 1) The Contracting Authority reserves the right to keep the obtained tenders.
- 2) The Contracting Authority will not settle any costs of the Participants related with participation in the Selection Procedure, including preparation and submission of the Tender and other applications, proposals, etc.
- 3) The Contracting Authority reserves the right for a change or supplementing of the Contract Documents on the basis of the participants' requests for Explanation or at its own discretion. The Contracting Authority will provide the Explanation of the Contract Documents to the participants in the same ways as the Contracting Authority provided the Contract Documents.
- 4) The Contracting Party points out that submission of the Tender itself will not establish the legal right of the Participant to require conclusion of the Agreement on Performance of Subject of Contract. In the event that the Agreement on Performance of Subject of Contract is not concluded with the selected contractor, such contractor shall not have any right to require payment of any amount, damage compensation or non-material damage by the Contracting Authority for any reason whatsoever.
- 5) In the event of any discrepancy between the Cover List or another part of the Tender and the Draft non-material damage the data provided in the Draft non-material damage will be considered as relevant for assessment and evaluation of the Participant's Tender.
- 6) In the event of any discrepancy between the original copy and/or the electronic copy of the Tender the original copy of the Tender will be relevant for the Tender evaluation and assessment.
- 7) The Contracting Authority reserves the right to withdraw from the Agreement on Performance of Subject of Contract provided that the Contracting Authority finds out after conclusion of the agreement that in its Tender the Participant provided any information or documents that do not correspond to reality and should or could affect the result of the Selection Procedure.
- 8) The Selection Procedure is not a public business competition or public promise and it does not concern a public contract within the meaning of Act No. 134/2016 Coll., on Public Procurement.
- 9) The Contracting Authority reserves the right to cancel the Selection Procedure.
- 10) In compliance with Section 2e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, the contractor selected on the basis of this Selection Procedure is the entity to cooperate upon performance of a financial control and undertakes to provide information and documents relating to the subject of this Contract to supervisory bodies of the subsidy provider for the period set forth in legal regulations of the Czech Republic for their archiving (Act No. 563/1991 Coll., on Accounting and Act No. 235/2004 Coll., on Value Added Tax).

- 11)** The author of these Contract Documents, i.e. the person acting on behalf of the Contracting Authority, considers the content, structure and main ideas provided in the Contract Documents as its intellectual ownership that must not be copied or otherwise provided to third parties or used for another purpose than procurement of the said Contract.

<b>XVIII. APPENDICES</b>
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- Appendix No. 1 - Tender Cover List
- Appendix No. 2 - Affidavit
- Appendix No. 3 - List of Significant Contracts
- Appendix No. 4 - Specification of Subject of Contract (equipment, furniture, facilities and premises, etc.)
- Appendix No. 5 - Draft Agreement on Performance of Subject of Contract
- Appendix No. 6 - Price Calculation of Trade Fair
- Appendix No. 7 - Visual Design of the Stand
- Appendix No. 8 - Stand Layout in the Hall
- Appendix No. 9.1 – Performance Bond
- Appendix No. 9.2 – HSE
- Appendix No. 9.3 – Timetable of Event
- Appendix No. 10 - Ordered Services\_Form\_1B
- Appendix No. 11 - Ordered Services\_Form\_3

In Brno on 9<sup>th</sup> August 2019

**On behalf of Contracting Authority - SANS SOUCI, s.r.o.:**

*signed by acknowledged electronic signature*

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**Ing. Bc. Iveta Prášková**  
advisor for selection procedures  
Erste Grantika Advisory, a.s.  
Based on a Power of Attorney