



REF No LOM/2021/ÚOL-13782

**CALL INCL. PROCUREMENT DOCUMENTS**  
(“PD”)

to the public contract

**AIRCRAFT PASSENGER SEATS PURCHASE FOR  
Mi-17 HELICOPTER PROTOTYPE**

announced as a simplified below-the-threshold procedure in accordance with Section 53 of Act No 134/2016, on the award of public contracts, as amended (hereinafter the “Act”)

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<b>Name of public contract:</b>	<b>AIRCRAFT PASSENGER SEATS PURCHASE FOR Mi -17 HELICOPTER PROTOTYPE</b>
<b>CONTRACTING AUTHORITY</b>	
<b>Business name:</b>	<b>LOM PRAHA s.p.</b>
<b>Registered office:</b>	Tiskařská 270/8, Praha 10, Malešice, PSČ 108 00
<b>Company ID No:</b>	00000515
<b>Person authorised to act on behalf of the contracting authority:</b>	Ing. Bc. Radomír Daňhel, MBA, LL.M., Sales and Logistics Director
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## 1. Basic information about the public contract

Type of public contract: supply  
Public procurement regime: below-the-threshold  
Type of procurement procedure: simplified below-the-threshold procedure  
CPV Code: 34741000-3 Aircraft equipment

Subject-matter of the public contract: The subject-matter of the public contract is the aircraft passenger seats purchase (15 pcs) for Mi-17 Helicopter Prototype. More detailed information is provided in Article 2 of this procurement documents (hereinafter the “PD”).

Estimated value: 5,000,000.00 CZK excl. VAT

Reserved modifications of the commitment: no  
Admissibility of alternative tenders: no  
Division of the public contract into part: no  
Result of the procurement procedure: conclusion of a contract

## 2. Subject-matter of the public contract

**2.1.** The subject-matter of the public contract is the aircraft passenger seats purchase (15 pcs) for Mi-17 Helicopter Prototype (hereinafter the “passenger seats” or “goods”) according to the specification and applicable standards specified in the Technical Specification in point 2.4 of these procurement documents.

## 2.2. Place of performance and delivery date of goods

LOM PRAHA s.p., Tiskařská 270/8, Praha 10 – Malešice, PSČ 108 00 or supplier's headquarter in case of supplier based in countries in the European Union (or supplier's place of business).

The delivery date of the goods is three months from the execution of the contract.

## 2.3. Performance of public contract

The contracting authority will conclude a contract with a supplier who meets the procurement specification of the public contract.

## 2.4. Technical specification of passenger seats for Mi-17 Helicopter Prototype

### A total of 15 seats

- Single seat with headrest, without armrest
- Maximum width of seat (in the area of seat cushioning) 420 mm
- Pitch i.e. footprint (perpendicular to the flight direction) of seats anchoring points 260 mm (10,2'')
- Longitudinal pitch i.e. footprint (parallel with the flight direction) of seats anchoring points 406,4 mm (16''), respectively dimension compatibility with seat tracks according to the MS 33601 and ISO 7166 (medium duty)
- Compatibility of seat's anchoring system with seat tracks according to the MS 33601 and ISO 7166 (medium duty)
- Four-point passenger's restraint safety belt designed according to the JTSO-C114
- Maximum weight of the seat up to 11 kg
- Certified for the rotorcraft according to the EASA CS29 category
- Seat certified according to the ETSO-C127a
- Certified for forward and aft facing installation

## 3. Qualification of suppliers

### 3.1. The qualification is fulfilled by the supplier who:

- ❖ demonstrates the fulfilment of the basic competence in accordance with Section 74 of the Act;
- ❖ demonstrates the fulfilment of the professional competence in accordance with Section 77 of the Act;

### 3.2. Basic competence

A supplier is not competent if:

- a) it has been convicted by a final and enforceable decision of a criminal offence specified in Annex 3 to the Act in the last 5 years prior to the commencement of the procurement procedure or of a similar criminal offence under the law of the country of supplier's registered office; expunged convictions are not taken into account;
- b) it has tax arrears due in the Czech Republic or in the country of its registered office;
- c) it has outstanding arrears of premiums or statutory late payment interests for public health insurance in the Czech Republic or in the country of its registered office;
- d) it has outstanding arrears of premiums or statutory late payment interest for social security insurance and State employment policy contributions in the Czech Republic or in the country of its registered office;
- e) is in liquidation, a bankruptcy decision has been issued against it, a compulsory administration has been ordered against it under another legal regulation or if it is

in a similar situation under the legal order of the country of supplier's registered office.

**If the supplier is a legal person**, the condition under letter (a) must be fulfilled by that legal person and at the same time by each member of the governing body. If a member of the supplier's governing body is a legal person, the condition under letter (a) must be met by that legal person, each member of the governing body of that legal person and the person representing that legal person in the governing body of the supplier.

If a **branch plant of a foreign legal person** participates in the procurement procedure, the condition under letter (a) must be met by that legal person and the branch manager. If a **branch of a plant of a Czech legal person** participates in the procurement procedure, the condition under letter (a) must be met by the persons specified in the previous paragraph and the branch manager.

**The Supplier shall demonstrate the fulfilment of the basic competence conditions in relation to the Czech Republic by submitting:**

- a) a statutory declaration in accordance with Section 86(2) of the Act.

### **3.3. Professional competence**

**The Supplier shall demonstrate the fulfilment of the professional competence conditions in relation to the Czech Republic by submitting:**

- a) an extract from the Commercial Register or other similar records, if another legal regulation requires an entry in such records.

The supplier does not have to submit the documents specified in letter (a) if the legal regulations in the country of its registered office do not require similar professional competence.

**3.4.** The supplier may submit a similar document in accordance with the law of the country in which the document is issued.

**3.5.** The obligation to submit a document may be fulfilled by the supplier by **reference** to the relevant information kept in the public administration information system or in a similar system maintained in another Member State, which allows unrestricted remote access. Such a reference **must include the Internet address and credentials for logging in and retrieving the required information**, where such credentials are necessary.

**3.6.** The Supplier may demonstrate basic and professional competence by means of **an extract from the list of qualified suppliers**, which may not be older than 3 months as of the last day on which the basic and professional competence is to be demonstrated.

### **3.7. Joint demonstration of qualifications**

If the subject-matter of the public contract is to be performed by several suppliers together and they submit a joint tender for this purpose, each supplier shall demonstrate its basic competence and professional competence in accordance with Section 77(1) of the Act separately. The suppliers shall demonstrate other qualifications jointly. At the same time, the suppliers are obliged to submit a contract which contains an obligation that all these suppliers will be jointly and severally liable to the contracting authority and third parties for any legal relations arising in connection with this public contract, for the entire duration of the public contract.

### **3.8. Changes in the qualification of a participant in the procurement procedure**

If, after the submission of the statutory declaration or documents demonstrating qualification, the participant's qualification changes during the procurement procedure, the participant is obliged to notify the contracting authority of this change within 5 working days and submit new documents demonstrating qualification or a statutory declaration within 10 working days such notification. The participant shall not be obliged in the above manner if its qualification changed in such a way that

- (a) the qualification conditions continue to be met;
- (b) the criteria for reducing the number of participants or tenders are not affected; and
- (c) the tender evaluation criteria are not affected.

### **3.9. If the selected contractor fails to submit the documents required by the contracting authority before concluding the purchase contract, or other documents or information requested by the contracting authority in accordance with Section 122 (3) of the Act, it will be excluded by the contracting authority from participation in the procurement procedure in accordance with Section 122 (7) of the Act.**

## **4. Use of a subcontractor**

- 4.1.** In the event the participant intends to use a subcontractor in the performance of the public contract, **it is obliged to**
- (a) **identify in its tender the parts of the public contract** which it intends to perform through subcontractors; or
  - (b) **submit in its tender a list of subcontractors**, if they are known to the participant, and indicate which part of the public contract each of the subcontractors will perform.
- 4.2.** The selected contractor is obliged to submit to the contracting authority the identification information of the subcontractors no later than 10 working days from the delivery of the supplier selection notice, if they are known to the contractor and if it has not already included them in its tender.
- 4.3.** Subcontractors who have not been identified in the selected contractor's tender and/or after delivery of the supplier selection notice in accordance with the previous paragraph and who are subsequently to participate in the performance of the public contract must be identified by the selected contractor to the contracting authority at least 5 (five) days before the commencement of the performance of the public contract by the subcontractor.
- 4.4.** The above rules for the identification of subcontractors also apply to subcontractors at other levels of the supply chain.

## **5. Terms of delivery**

- 5.1.** The terms of delivery are set as follows:
- a) in the case of a supplier based outside the European Union, the transport will be carried out according to the delivery conditions of DAP INCOTERMS® 2020, in the case of:

- air transport – Vaclav Havel Airport Prague – Ruzyně, Czech Republic or another international airport;
  - land transport – registered office or establishment of the contracting authority (see point 2.2 Place of performance).
- b) in case of a supplier based in the Czech Republic or based in the countries of the European Union, the transport will be made to the place of performance (see point 2.2 Place of performance) according to the delivery conditions of FCA INCOTERMS® 2020.

## 6. Contract and business, delivery and payment conditions

### **6.1. The contracting authority shall conclude a contract or other contract relation (purchase order) for the Aircraft passenger seats purchase for Mi-17 helicopter prototype with the selected contractor.**

### **6.2. A contract or purchase order shall contain the following provisions:**

- 6.2.1** In addition to the ordered goods, the seller is obliged to deliver documents confirming the required quality of the goods necessary for their use in aviation. These are mainly the following documents:
- CoC
  - EASA Form-1
  - Dispatch note

The documents confirming quality of goods must be issued by a certified manufacturer of goods. The provided documents must be in a legible form and format, in English.

- 6.2.2** The seller provides a guarantee period of 24 months for the quality of the delivered goods.

During the guarantee period, the buyer can make guarantee claims related to the quality and quantity of goods delivered. Guarantee claims may be of the following nature:

- quantitative; in the event that the quantity of the delivered goods does not correspond to the orders or the quantity stated in the dispatch note;
- qualitative; if the delivered goods do not meet the requirements specified in the contract.

The seller shall be responsible for the quality of the delivered goods. If the buyer finds that the goods do not correspond to the required quality, the buyer will refuse to accept the goods.

- 6.2.3** The terms of delivery are set in accordance with point 5.1., the participant shall state the specific delivery terms according to the seller's headquarter (in/outside the EU).

- 6.2.4** The purchase price shall be stated as the full and final price of the goods, which includes all costs of the seller and its potential subcontractors, including the fulfilment of other obligations and guarantee conditions associated with the performance of the subject-matter of this public contract.

- 6.3.** The seller shall issue a tax document after the proper acceptance of the goods by the buyer according to the order. The price including VAT for the delivery shall be paid by the buyer on the basis of an invoice (tax document) issued by the seller, by bank transfer

to the seller's account. The due date of the tax document is 15 (fifteen) days after its delivery to the buyer. The invoiced price is considered paid on the day the relevant amount is debited from the buyer's account.

- 6.4.** In the case of Export Goods for which a licence is required, the seller from outside the EU undertakes to, no later than 5 days after signing this contract, initiate the process to obtain an export licence (comprehensive licence valid for the duration of the Agreement) for goods listed in Annex 1 and to immediately inform the customer about this fact. The deadline for processing the necessary permits, certificates or licences is 60 (sixty) calendar days from the date of notification of the commencement of proceedings by the supplier to the client. The contracting parties hereby declare their will to cooperate with each other and they are obliged to provide each other with all the cooperation necessary to obtain all permits required to ensure the smooth supply of goods to the client.

## 7. Requirements for the method of preparation of the tender price

- 7.1.** The participant shall state all the data and values of the tender price in the draft cover page, which will be part of the tender.
- 7.2.** The participant shall state the offer price excluding VAT, the VAT rate and the price including VAT for 1 unit and the total price including VAT for 15 units of seats in the table in the draft purchase order. The supplier may submit a price offer in Czech Koruna (CZK), in US dollars (USD) or in the European currency (EUR).
- 7.3.** The tender price must be prepared on the day of submission of the tender.
- 7.4.** The tender price shall be stated as the full and final price of the goods, which includes all costs of the party to the proceedings and its subcontractors, associated with the performance of the subject-matter of this public contract.

## 8. Criteria and method of evaluation of tenders

- 8.1.** The tenders will be evaluated according to the **economic advantage** of the tender, i.e. the ratio of the tender price and the delivery time of goods. The tender price, including the partial evaluation criteria and the method of evaluation, are specified below, with the proviso that the tender price excluding VAT is always decisive for the evaluation.
- 8.2.** The basic criterion of economic advantage of tenders is divided into two partial evaluation criteria, which are listed below:

Partial evaluation criterion	Weight	CZK (USD / EUR)
		Number of calendar days
The total tender price of seats excluding VAT (Price of goods)	80%	
Delivery time in calendar days	20%	



- 8.3.** The evaluation of tender will be performed by the scoring method. A 0 to 100 scoring scale will be used for the final evaluation of tenders. Each individual tender will be assigned a point value according to the partial criterion, which reflects the success of the bid in question within the partial criterion.
- 8.3.1.** In the “Price of goods” partial criterion, the tender with the lowest tender price excluding VAT will receive 100 points. Each further evaluated tender will receive a point value, which will be created by a multiple of 100 and the ratio of the value of the most advantageous tender to the value of the evaluated bid.
- 8.3.2.** In the “Delivery time in calendar days” partial criterion, the tender with the lowest number of calendar days will receive 100 points; the **maximum delivery time of the goods is 90 calendar days. It is not permitted to exceed the specified maximum delivery time.** The contracting authority shall determine the order of participants’ tenders starting from the tender with the shortest delivery time and it shall perform a point evaluation according to the above.
- 8.4.** The evaluation according to the scoring method will be further performed by multiplying the individual points of the tender according to the partial criteria by the appropriate weight of the given partial criterion. Based on the sum of the resulting values for individual tender, the order of success of individual tender shall be finally determined so that the tender with the highest value will be determined as the most successful.
- 8.5.** The evaluation of tenders will be carried out by determining the order of tenders according to economic advantage.
- 8.6.** Increase of the tender price for evaluation purposes:
- 8.6.1.** For a supplier based in the Czech Republic or in the Member States of the European Union, which supplies goods according to the FCA INCOTERMS® 2020 terms of delivery, the evaluated price will be the price stated by the supplier in the tender.
- 8.6.2.** For suppliers based outside the European Union, delivering under the DAP INCOTERMS® 2020 terms of delivery, with a place of delivery in the Czech Republic, e.g. an airport terminal or another place that is not the client’s premises, the tender price excluding VAT will be increased by customs duty, insurance, handling and transport costs from the place of delivery to the premises of the contracting authority in the amount of 6.5% of the tender price of the delivered goods excluding VAT.
- 8.7. Procedure for identical tenders**  
In the case of identical tender prices of two or more tender, the final order of tender will be determined by the time of their submission (i.e. the tender with an earlier time of submission will place better). The following was chosen as the evaluation method: The automatic evaluation method – in the case of identical most advantageous tenders, the date and time of submission of the tender shall be decisive.

## **9. Instructions for the preparation of the tender**

- 9.1. Requirements of the contracting authority for the preparation of the tender**
- The tender must be prepared in the **Czech language or in English.**

- The tender and all documents included therein required by the Act and these procurement documents must be **signed** by the participant in the procurement procedure, or by the governing body of the participant or by the holder of procuration. If the tender is signed by another person, it is necessary to attach to the tender the authorisation of this person to represent the participant which must include the officially verified signature of the participant or its governing body.
- The tender must contain a contact e-mail address in the appropriate box on the tender cover page, to which the contracting authority will be able to send correspondence to the tenderer during the procurement procedure.

**9.2. The contracting authority requires that the content of the tender be structured as follows:**

**Tender cover page**

The binding model of the cover page forms Annex 1 to these PD.

**Proof of qualification**

To demonstrate the qualification, the supplier shall submit in the tender copies of the documents required by the Act and by the contracting authority in Article 3 of these PD or an extract from the list of qualified suppliers or a statutory declaration.

A model statutory declaration forms Annex 2 to these PD.

**Other information** required by these procurement documents or information that is relevant for the implementation of the public contract.

**Price offer** prepared in accordance with Article 7 of these PD.

**The participant shall submit the complete tender in PDF.**

**9.3. Each supplier may submit only one tender, either separately or jointly with other suppliers. At the same time, the supplier that submitted a tender in the procurement procedure must not at the same time be a person through which another supplier demonstrated its qualification in the same procurement procedure.**

The contracting authority shall exclude a participant that has submitted several tenders separately or jointly with other contractors, or has submitted a tender and at the same time is the person through which another participant demonstrates its qualification in the same procurement procedure.

**9.4. The contracting authority does not accept variants of the tender.**

**9.5. The contracting authority recommends that suppliers carefully read the procurement documents before submitting the tender and follow the instructions in the procurement documents when preparing the tender. Tenders the content of which will not correspond to the required structure or which will fail to meet any of the other conditions set out in these procurement documents, will be excluded from the procurement procedure in accordance with the Act.**

## 10. Submission of tenders

- 10.1.** The deadline for submission of tenders is **26 November 2021, 11:00 am**.
- 10.2.** A tender may be submitted exclusively in electronic form via the contracting authority's profile <https://zakazky.lompraha.cz/>. A manual for suppliers can be found on the following website: <https://zakazky.lompraha.cz/>.
- 10.1.** **Tenders that are not submitted by electronic means before the set deadline will not be included in the procurement procedure.** The moment of submission of the tender is considered to be its delivery via the above-mentioned profile of the contracting authority. Tenders delivered in a way other than via the contracting authority's profile or after the set deadline will be disregarded by the contracting authority.
- 10.2.** By submitting a tender, the supplier confirms that it is entitled to communicate to the contracting authority all the information contained therein and that it is responsible for all consequences of the falsity of such a statement.

## 11. Conditions for suppliers

- 11.1.** If the selected contractor is a legal person and if the information on the beneficial owner cannot be ascertained in accordance with Section 122(4) of the Act, the contracting authority shall also invite the selected contractor to submit an extract from the register similar to the records of beneficial owners; or
- a) to provide the identification data of all persons who are the beneficial owners; and
  - b) to submit the documents showing the relationship of all persons referred to in point (a)
    - (a) to the supplier; these documents are in particular the following:
      - (1) extract from the Commercial Register or other similar register;
      - (2) list of shareholders;
      - (3) decision of the governing body on the payment of the profit share;
      - (4) memorandum of association, articles of association or formation charter.
- 11.2.** These procurement documents are provided solely for the purpose of preparing a tender for the award of the contract; the supplier is not entitled to use them for any other purposes.
- 11.3.** The conditions stated in the procurement documents as well as in all documentation related to the procurement procedure are binding for the supplier.
- 11.4.** A participant in the procurement procedure submits its tender gratuitously; no claims arising from the submitted tender may be asserted against the contracting authority.

**The contracting authority draws attention to the fact that Section 211 of the Act stipulates the obligation of written electronic communication between the contracting authority and the supplier, which applies to all submitted documents, including documents submitted by the selected contractor on the basis of a call in accordance with Section 122 of the Act. In cases where the Act or the contracting authority in the procurement specification requires the selected supplier to submit original documents and these exist only in paper form, it will be necessary to convert them to electronic form in accordance with Section 22 of Act No 300/2008, on electronic acts and authorised documents conversion, as amended.**

## 12. Explanations, changes or additions to the procurement documents

- 12.1. The supplier is entitled to request in writing from the contracting authority **an explanation of the procurement documents** in the manner specified in Section 98 of the Act.
- 12.2. The request for an explanation of the procurement documents can be delivered in writing in electronic form, via the electronic tool, data box, or by email addressed to the contact person, no later than 7 working days before the deadline for submission of tenders.
- 12.3. The explanation of the procurement documents to the procurement specification, including the exact wording of the request, will be published no later than 3 working days from the date of delivery of the supplier's request in accordance with Section 98(4) of the Act.
- 12.4. The contracting authority shall publish the explanation of the procurement documents on the profile at least 4 working days before the deadline for submission of tenders. The contracting authority may provide an explanation of the procurement documents without prior request.

## 13. Rights and obligations of the contracting authority

- 13.1. The contracting authority does not return the submitted tenders and keeps them as proof of the course of the procurement procedure.
- 13.2. In accordance with Section 48(9) of the Act, the contracting authority verifies the fulfilment of the reason for exclusion **of the selected contractor** (the contracting authority may exclude a participant who is a joint stock company or has a legal form similar to a joint stock company and has issued other than book-entry shares) on the basis of information in the Commercial Register.

The contracting authority shall request the **selected foreign-based contractor**, which is a joint-stock company or has a legal form similar to a joint-stock company, to submit within a reasonable period of time a written statutory declaration stating which persons own shares whose aggregate nominal value exceeds 10% of the participant's share capital, indicating the source from which the data on the size of the shareholders' shares are based.

- 13.3. In accordance with Section 39 (4) of the Act, the contracting authority may **assess the fulfilment of the conditions for participation** in the procurement procedure **before or after the evaluation of tenders**. The contracting authority must always assess the fulfilment of the conditions for participation in the procurement procedure and the evaluation of its tender in the case of the selected contractor.
- 13.4. The contracting authority **shall publish the concluded contract** including its changes and amendments in accordance with Section 219 of the Act and in accordance with Act No 340/2015, on special conditions for the effectiveness of certain contracts, the disclosure of these contract and the register of contracts (Register of Contracts Act). The supplier is entitled to explicitly indicate in the contract the information the non-

disclosure of which is required by the **protection of information and data** under special legal regulations.

- 13.5.** The contracting authority **shall publish**, in accordance with Section 219(3) of the Act, **the price actually paid for the performance of the contract.**
- 13.6.** In accordance with Section 53(5) of the Act, the contracting authority reserves the right **to announce the exclusion of a participant** from the procurement procedure **or to announce the selection of the supplier by publishing such information on the contracting authority's profile.** In such a case, the notifications shall be deemed to have been delivered to all tenderers at the time of their publication.

#### **14. Annexes to the procurement documents**

Annex 1 – Tender cover page

Annex 2 – Model statutory declaration

Prague, 9 November 2021

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