



**PUBLIC TENDER FOR THE MOST SUITABLE
BID FOR THE SALE OF THE
DOCUMENTATION, PARTS, AND TECHNOLOGY
OF THE M 462-RF AIRCRAFT ENGINE**

AUGUST 2019

TENDER PARTICIPATION RESTRICTION:	NO
JOINT BID OF SEVERAL PARTIES:	YES
BID VARIANTS:	YES



1. BASIC INFORMATION

1.1 Basic information and contact persons of the contracting authority

Name:	LOM PRAHA s.p.
Registered Office:	Tiskařská 270/8, Prague 10 - Malešice, Postcode 108 00, Czech Republic
Company ID:	00000515
Tax ID:	CZ00000515
Banking Connection:	UniCredit Bank Czech Republic and Slovakia, a.s. Želetavská 1525/1 140 92 Prague 4 Account number: 2107880713/2700 CZK
Statutory Representative:	JUDr. Jan Rouček, State Enterprise Director
Internet:	www.lompraha.cz
Primary Contact Person:	Ing. Pavel Smola
Phone:	+420,725,726,022
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Primary Contact Person's Substitute:	Ing. Ondřej Zítko
Phone:	+420,724,673,115
E-mail:	ondrej.zitko@lompraha.cz

1.2 Definition and Interpretation of Some Terms

Public tender for the most suitable bid for the sale of the documentation, parts, and technology of the M 462-RF piston engine	Hereinafter as the “tender” only.
LOM PRAHA s.p.	Hereinafter referred to as the “contracting authority”
Submitter	A bidder is a person who submits a tender bid.
Tender winner	The tender winner is a bidder whose bid would be selected by the contracting authority as the most suitable bid.
Subject of the sale as specified in Chapter 3.3	Hereinafter the “set of documentation, parts, and technology of the M 462-RF aircraft engine”
DOA	Organisation authorised to design per EASA Part 21J in line with Commission Regulation (EU) No. 748/2012
MOA	Maintenance organisation approval per EASA Part 145 in line with Commission Regulation (EU) No. 1321/2014,



POA	Production organisation approval per EASA Part 21G in line with Commission Regulation (EU) No. 748/2012, hereinafter POA only
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2. Tender Binding Terms and Conditions

2.1 Tender Terms and Conditions Determination

The contracting authority holds its TCDS CZ 66-04 type certificate for the M 462-RF engine registered with the European Aviation Safety Agency (EASA) of the European Union.

The contracting authority hereby announces its tender for the sale of documentation, parts, and technologies of the M 462-RF radial piston aircraft engine, including the transfer of its TCDS CZ 66-04 type certificate.

The tender terms and conditions shall stipulate the binding procedure for the selection of the most suitable bid to purchase the subject of the sale specified in Chapter 3.3. The tender is carried out in the form of a bid submitting call and subsequent selection of the bidder whose bid would be considered the most suitable for the contracting authority. The tender would have a single round, see Chapter 5.

During the time-period designated for the tender bid submissions, the complete tender terms and conditions (including any potential changes pursuant to Chapter 10.2) are available on the contracting authority's website www.lompraha.cz/prodej-majetku.

3. SUBJECT OF THE SALE

3.1 Basic Definitions

The subject of the sale is a set of documentation, parts, and technology of the M 462-RF radial piston engine, specified in Chapter 3.3, including the transfer of the TCDS CZ 66-04 type certificate.

The sold set of documentation, parts, and technology of the M 462-RF aircraft engine is located in the archive and warehouses of the contracting authority's registered office at Tiskařská 270/8, Prague 10 - Malešice, Postcode 108 00, Czech Republic.

3.2 Authorization to Sell

The subject of the sale specified in more detail in Chapter 3.3 is owned by the Czech Republic, and the contracting authority has the right to manage this subject of the sale and exercises the owner's rights to it pursuant to Act No. 77/1997 Coll., on state enterprise, as amended. The subject of the sale is registered under EASA.21 J.306 type approval, held by DOA, which as such has the right to request the return or transfer of the certificate to another entity, according to valid aviation regulations.



3.3 Subject of the Sale Specification

The contracting authority offers to sell the subject of the sale utilising one of three available variants, which are referred to as A - C in items 3.3.1 - 3.3.3 below. The bidder is entitled to choose any of the A - C options below for its bid.

3.3.1 VARIANT A

The tender winner has its own DOA organisation established.

The subject of the sale rests in the transfer of the TCDS CZ 66-04 type certificate to the tender winner's DOA, including the transfer of all the certificate holder's rights and obligations, maintenance authorisations to the extent of overhaul (inclusive), documentation regarding technological processes, drawings, and parts in stock:

1. SURFACE FINISH technological procedures
2. THERMAL PROCESSING AND WELDING technological procedures
3. OVERHAUL technological procedures
4. Technical description and operating instructions (Czech and English versions)
5. Stock of fixtures per their list
6. Stock of parts and engines per their list
7. Bulletin service (Czech and English versions)
8. Spare parts catalogue (Czech and English versions)
9. Drawings per their list

All the administrative fees for the certificate transfer process will be borne by the tender winner.

3.3.2 OPTION B

The tender winner has not its own DOA organisation established, but it is obliged to establish it within two years of the contract entered into with the tender winner coming in force.

The subject of the sale rests in authorising the organisation to perform maintenance in the scope of the overhaul (inclusive), a set of documentation regarding technological processes, drawings, and parts in stock. The change service between the DOA-POA and DOA-MOA organisations will be temporarily realised by the contracting authority on a contractual basis with the tender winner **for a specific period of 2 years** from the effective date of a contract concluded with the tender winner and for the fee of CZK 125,000 or EUR 5,000 paid monthly by the tender winner to the contracting authority who shall keep all the rights and obligations of the type certificate holder per EASA.21 J.306. The tender winner undertakes to establish its own DOA organisation within 2 years of the contract concluded with it coming into force, and subsequently (after expiration of 2 years or earlier if mutual agreed), all the rights and obligations of TCDS CZ 66-04 type certificate holder shall be transferred to said organisation. All the administrative fees for the certificate transfer process will be borne by the tender winner.



If the tender winner does not establish its own DOA organisation and does not transfer the TCDS CZ 66-04 type certificate to it within 2 years from the effective date of a contract concluded with the tender winner, the tender winner shall be required to pay for every subsequent month of delay the contractual penalty of 50% of the aforementioned monthly payment to the contracting authority for the provision of the change service and, at the same time, shall be obliged to continue making its monthly payments for the provision of the change service.

In the event that the tender winner would not establish its own DOA organisation and would not transfer the TCDS CZ 66-04 type certificate to it within 3 years from the date when the contract concluded with the tender winner comes in force, the tender winner shall be required to pay for every subsequent month of the delay the contractual penalty of 100% of the aforementioned monthly payment for providing the change service and, at the same time, shall be obliged to continue to execute the monthly payments for the provision of the change service.

The subjects of sale are also:

1. SURFACE FINISH technological procedures
2. THERMAL PROCESSING AND WELDING technological procedures
3. OVERHAUL technological procedures
4. Technical description and operating instructions (Czech and English versions)
5. Stock of fixtures per their list
6. Stock of parts and engines per their list
7. Spare parts catalogue (Czech and English versions)
8. Drawings per their list
9. Bulletin service (Czech and English versions)

3.3.3 OPTION C

The tender winner has not its own DOA organisation established, the TCDS CZ 66-04 type certificate will be transferred to the DOA organisation of the tender winner's contracting partner.

The subject of the sale rests in authorising the organisation to perform maintenance in the scope of the overhaul (inclusive), a set of documentation regarding technological processes, drawings, and parts in stock. The TCDS CZ 66-04 type certificate and the rights and obligations of DOA shall be transferred to the tender winner's contracting partner who shall also contractually undertake to provide change service between the DOA and POA organisations and DOA and MOA organisations; the transfer must take place no later than 1 year after the effective date of a contract concluded with the tender winner. When submitting a bid, or at the latest at the invitation of the contracting authority made during the tender evaluation period, the tender winner must submit its copy of a contract for the provision of change service between the DOA and POA organisations and DOA and MOA organisations and between the tender winner and its contracting partner, or a future contract, which shall address this issue in a binding manner. All the administrative fees for the certificate transfer process will be borne by the tender winner.



In the event that the tender winner would be in delay with establishing its own DOA organisation and related transfer of the TCDS CZ 66-04 type certificate (i.e. after 2 years from the date when the contract concluded with the tender winner came in force), the tender winner shall be required to pay for every month of the delay in fulfilling these obligations the contractual penalty of 50% of the monthly payment for providing the change service and, at the same time, shall be obliged to continue to execute the monthly payments for the provision of the change service.

If the DOA winner fails to transfer the TCDS CZ 66-04 type certificate and DOA's rights and obligations to the tender winner's contracting partner within 1 year of the effective date of a contract concluded with the tender winner, or the tender winner's contracting partner does not begin to provide its change service after the TCDS CZ 66-04 type certificate and the DOA rights and obligations are transferred, the tender winner shall be obliged to pay the contractual penalty of CZK 250,000 for every month of delay in fulfilling any of the obligation specified in the previous sentence.

The subjects of sale are also:

1. SURFACE FINISH technological procedures
2. THERMAL PROCESSING AND WELDING technological procedures
3. OVERHAUL technological procedures
4. Technical description and operating instructions (Czech and English versions)
5. Stock of fixtures per their list
6. Stock of parts and engines per their list
7. Spare parts catalogue (Czech and English versions)
8. Drawings per their list
9. Bulletin service (Czech and English versions)

3.4 Inspection of the sold set of the M 462-RF aircraft engine documentation, parts, and technologies

Any potential bidder is entitled to request an inspection of the sold M 462-RF aircraft engine documentation, parts, and technologies during the bidding period, and the contracting authority shall allow such a bidder to perform the inspection without any undue delay. To arrange the inspection date and time, the potential bidder shall contact the contracting authority's contact person pursuant to Chapter 1.1. **Inspections of the M 462-RF aircraft engine documentation, parts, and technologies shall be held to 11. September 2019.** The inspection shall be carried out exclusively with the participation of the contracting authority's representative, separately for every potential bidder. During the inspection, the potential bidder is entitled to take photographic documentation of the inventory, which are part of the subject of sale. The contracting authority does not allow for the photographing of any technological procedures, drawings, or other documents.



The contracting authority reserves the right to cancel an inspection at any time for serious reasons, and its oral notification of the inspection cancellation to the potential bidder and a new date/time proposal suffice for such a cancellation.

3.5 Market value of the sold M 462-RF aircraft engine documentation, parts, and technologies

An expert opinion was produced to determine the market value of the sold M 462-RF aircraft engine documentation, parts, and technologies. Following expert opinion No. 1935/2019 on the determination of the usual (market) price produced by Ing. Pavel Žížala, an expert in the field of economics, electronics, and electrical engineering, as of 05 June, 2019, the market value of the sold set of documentation, parts, and technologies of the M 462-RF aircraft engine is at least CZK 2,641,000.00. This price is provided for information purposes only and is not binding for the bidder.

3.6 Purchase Financing Method

3.6.1 Purchase Price Payment

The purchase (bid) price (see Chapter 4.1) must be paid by the tender winner via its transfer to the contracting authority's bank account specified in Chapter 1.1 within 30 days of the day when the contract concluded with the tender winner comes in force and effect.

3.6.2 Mutual Off-Setting

The tender winner is not allowed to unilaterally off-set any claim against the contracting authority on the purchase price.

4. CRITERIA FOR SELECTING THE MOST SUITABLE BID

4.1 Most Suitable Bid Selection Criterion

For the selection of the most suitable bid, the contracting authority specified the following partial evaluation criteria and assigned them the following weights:

- | | |
|---|-------------|
| 1. Bid price | 70% weight. |
| 2. Suitability of the offered sale option for the contracting authority | 30% weight. |

4.1.1 Bid Price:

The bid price refers to the total purchase price for the **set of documentation, parts, and technologies** of the **M 462-RF aircraft engine (i.e. for the whole subject of the sale as specified in Chapter 3.3 according to the chosen A, B, or C option)** and the Bidder is **obliged to include it in its bid.**



If variant B is selected, the bid price does not include the regular monthly payment of the tender winner to the contracting authority for the provision of the change service between the DOA-POA and DOA-MOA organisations.

The bidder must specify the purchase price in Czech crowns (CZK) or euros (EUR). For the evaluation purposes, the bid price specified in EUR will be converted to CZK at the exchange rate announced by the Czech National Bank as of the date of submission (delivery) of a respective bid to the contracting authority.

Following this sub-criterion, the bids will be evaluated per their bid prices in CZK excluding VAT.

4.1.2 Benefits of the offered variant of sale for the contracting authority:

V Following this sub-criterion, the bids will be evaluated per their suitability of the bidder's selected variant of realising the sale of the subject of the sale through one of the three available variants specified in Chapter 3.3., items 3.3.1 - 3.3.3 as the A-C variants

4.1.3 Bid Evaluation Method:

The bid evaluation will be based on a scoring method. The final bid evaluation will be based on a 0 to 100 scoring scale. Following a sub-criterion, every individual bid will be assigned a score reflecting the rate of success of a subject bid per the sub-criterion.

Following the "Bid price" sub-criterion, the most suitable bid (i.e. a bid with

the highest bid price) will receive 100 points. Every other evaluated bid will receive its number of points that will result from the multiple of 100 and the ratio of the evaluated bid value and the most suitable bid value.

Following the "Suitability of the offered variant of sale for the contracting authority" sub-criterion, the bidder's selected variant of the sale realisation as follows:

- Variant A perChapter 3.3., item 3.3.1100 points
- Variant B perChapter 3.3., item 3.3.230 points
- Variant C perChapter 3.3., item 3.3.380 points

The final evaluation per the scoring method will be carried out by multiplying the individual bid evaluation scores by the respective sub-criterion weight in line with the sub-criteria. The ranking of the individual bids will be determined per the sums of the final scores of the individual bids. The most successful bid will be the one with the highest score.

5. TENDER PROCEDURE

It is a single-round tender.

A bid may only be included in the tender **if the bid meets the tender terms and conditions**. No bid submitted after the bid submission deadline or submitted in conflict with the stipulated bid submission method will be included in the tender.



The bid envelope opening and bid evaluation and assessment are not public. These activities will be completed by a commission appointed by the contracting authority. The commission is only the contracting authority's advisory body, and the contracting authority is not bound the commission's recommendations.

During the assessment, the bids will be evaluated for their compliance with the tender terms and conditions (see Chapter 6.), and then, the bids will be assessed: the assessment will be anonymous in terms of the bidders (no other bidders will be identified).

The most favourable (ranking first) bid will be the highest score bid. The bid evaluation procedure is described in detail in Chapter 4. If, upon their assessment, multiple bids feature the same scores, the final bid ranking will be randomly determined through a draw completed by the contracting authority. Bidders entitled to their draw participation may participate in the draw. The contracting authority shall notify them of its draw date in writing at least 5 (five) days before the draw.

6. TENDER PARTICIPATION TERMS AND CONDITIONS

6.1 Bid

Legal entities or individuals over 18 years of age legally capable per the legal regulations of the Czech Republic may submit their tender bids.

The contracting authority admits a joint bid of several persons (purchase for the spouses' joint ownership or joint ownership); persons submitting their joint bid represent a single bidder. In the case of a joint bid of multiple persons, it is not allowed to divide the set of documentation, parts, and technology of the M 462-RF aircraft engine, i.e., the contracting authority does not allow the acquisition of the individual parts of the subject of the sale for any exclusive ownership of the individual persons on the bidder's side.

Every bidder is only entitled to submit one bid. The individual persons acting on the bidder's side are only entitled to participate in the tender, representing only one bidder, i.e. no person may participate in multiple bids. The consequences of violating this requirement in the form of excluding a bidder (bidders) from this tender are specified in Chapter 10.3, last item.

Bid variants are only allowed if the A or B or C variant is selected per Chapter 3.3.



7. BID SUBMISSION INVITATION

7.1 Bid Submission Invitation

The contracting authority hereby invites the persons meeting the tender participation terms and conditions per Chapter 6 to submit their bids based on which the contracting authority, as the seller, shall decide on its selection of the most suitable bid and shall conclude its purchase contract for the sale of the set of documentation, parts, and technology of the M 462-RF aircraft engine and potentially related contracts per the selected A or B or C variant per Chapter 3.3.

7.2 Bid Submission Deadline and Method

A bid must be delivered or handed over in person at the contracting authority's registered office per Chapter 1.1.

A bid must be delivered or handed over in person during the **bid submission period**. In the case of one's personal handover at the contracting authority's registered office (including a courier-based handover), the bid must be handed over in the mail room during its business hours: Monday to Thursday, from 07:30 a.m. to 03:30 p.m. and on Friday, from 08:00 a.m. to 01:00 p.m.; however, **on the last day of the bid submission period**, one's bid must be delivered **by 10:00 a.m.** If the mail room is closed, bids shall be received by the registry.

A bid shall be submitted in one paper copy in its closed envelope or in its electronic form mailed to zakazky@lompraha.cz. The e-mail subject must feature the "Soutěž M 462-RF" password.

A bid (i.e., all the required documents) must be submitted in the Czech or English language.

The bid submission deadline is set to 23. September 2019.

A bidder is obliged to submit its tender bid featuring all the data specified in this Chapter below, i.e. its **written bid signed by the bidder**, and in the case of a bidder - legal entity - the bidder is also obliged to **submit a copy of its excerpt from the Register of Companies**, providing the bidder is to be registered in it, otherwise it is to submit its foundation document or other similar document clearly stating who and how is authorised to act on behalf of the legal entity; if there are multiple legal entities on the bidder's side, the bidder is obliged to submit all the specified documents concerning all the given legal entities.

The contracting authority requires submitted bids with the following structure:

1. **Bid**, which must feature the bidder's selected variant A, B, or C (see Chapter 3.3 Subject of the Sale Specification) and bid price amount as well. The bid's last page must feature a statement indicating the total number of pages of the bid, date on which it was produced, and it must be signed by the bidder's representative.
2. In the case of a bidder - legal entity - **excerpt from the Register of Companies or founding or other similar document**.



3. Other documents (any other documents) - e.g. power of attorney (if the bid is signed by a person whose authorisation to sign the bid does not arise from its excerpt the Register of Companies or a founding or other similar document - see Chapter 9.1.), a copy of the organisation authorisation per PART 145, DOA organisation certificate (applies to variant A and C), or a closed contract (or future contract) with another DOA organisation (applies to variant C).

The envelope must feature this information:

- Identification "Soutěž M 462-RF".
- The bidder's identification (i.e., the individual's first name and surname, or business name; in the case of a legal entity, its business name or name) and its registered office address.

By submitting a bid to the tender and subsequently also by submitting any other required documents, the bidder unconditionally accepts the tender terms.

8. BID WITHDRAWAL, AMENDMENT, AND SUPPLEMENT

No submitted bid may be withdrawn, amended or supplemented, except in the cases set out below:

8.1 Change of the tender terms and conditions

A submitted bid may be amended or supplemented by the bidder per a change of the tender terms and conditions announced per Chapter 10.2.

A submitted bid may be withdrawn if the contracting authority changes its tender terms and conditions per Chapter 10.2.

8.2 Contracting Authority's Invitation to Amend or Supplement a Bid

A submitted bid may be amended or supplemented by the bidder per the contracting authority's invitation per Chapter 10.3., item 3.

9. ACTING ON BEHALF OF THE BIDDER, ACTS IN RELATION TO the Bidder

9.1 Acting on behalf of the Bidder

In cases where the tender terms and conditions require a document signed by the bidder that forms a part of its bid, such a document must be signed by a person authorised to act on behalf of the bidder; unless the document is signed in the case of the bidder - individual - by the bidder himself or his clerk, and in the case of the bidder - legal entity - the bidder's statutory body or its member or members or clerk, the submitted bid must include a valid and effective power of attorney in its original copy or officially certified copy proving the person's authorisation to act on behalf of the bidder to the corresponding extent.



In the case of a joint bid of multiple persons on the bidder's side, such a document must be signed by all the persons (entities) on the bidder's side or, as the case may be, by an entity authorised by the persons on the bidder's side to sign documents; in relation to the power of attorney, the paragraph above applies accordingly.

In the event of a joint bid of multiple persons on the bidder's side, they are also obliged to elect their joint contact representative from among themselves.

9.2 Acts in Relation to the Bidder

Except of the acts specified in the following paragraph, **the contracting authority delivers all of its acts through electronic mail (e-mail).**

The contracting authority delivers the following acts through its provider of mail services:

- Decision on a bidder exclusion from the tender
- Invitation to cooperate during a purchase contract closure
- Notification of the most suitable bid selection

In the case of a joint bid of multiple persons on the bidder's side, **the contracting authority completes all its acts** (especially its notification of the most suitable bid selection, exclusion from the tender, contracting authority's invitation, etc.) **only in relation to a selected joint contact representative, delivery to the joint contact representative is considered a delivery to all the persons on the bidder's side.**

10. RIGHTS AND STIPULATIONS OF THE CONTRACTING AUTHORITY

10.1 Most Suitable Bid Selection

Based on the submitted bids, the contracting authority decides on the winner of this tender per the criteria described in Chapter 4. The contracting authority sends its decision to all the bidders who submitted their bids within 90 days of the bid submission deadline expiration.

The contracting authority will also invite the tender winner, i.e. the bidder, who is obliged to provide the contracting authority with the required cooperation per Chapter 10.4, second and third item, to provide its cooperation in its purchase contract closure.

10.2 Change of the Terms and Conditions, Tender Cancellation

The contracting authority stipulates these rights:

- To amend the tender terms and conditions (including any annexes to the tender terms and conditions) during the bid submission period, considering the amendment type, a the bid submission deadline may be extended, as required; the contracting authority shall notify any potential bidders who participated in an inspection as well as all the bidders who already submitted their bids of its tender terms and conditions amendment,



- To cancel this tender until its purchase contract closure, without stating any reasons: the contracting authority will announce its tender cancellation to i) all the potential bidders who participated in the inspection of the set of documentation, parts, and technology of the M 462-RF aircraft engine and also to those bidders who already submitted their bids.

The contracting authority shall also publish its change of the tender terms and conditions or tender cancellation on the contracting authority's website per Chapter 1.1.

10.3 Supplementation of Information and Documents, Exclusion

The contracting authority stipulates these rights:

- To verify the information contained in the bidder's bid through third parties; by submitting its bid, the bidder undertakes to provide in this respect the contracting authority with all the necessary cooperation, To ask the bidder to submit any missing or incomplete documents and/or information in his bid and/or to request its clarification of information provided by the bidder in its bid within a reasonable time period set by the contracting authority or its appointed commission; however, the offered bid price cannot be amended in this way. If a bidder does not comply with the request for submission of such documents and/or information and/or the request for clarification of information properly and in time, the contracting authority will exclude the bidder from its tender participation, To exclude a bidder applicant from its tender participation if its bid or any part thereof (esp. draft contract) does not meet the terms and requirements specified in the tender terms and conditions, even without a prior request for documents and/or information and/or amendment and supplementation completion in a bid per the previous two items,
- if a bidder submits its bid in conflict with the terms and conditions in Chapter 6.1, third paragraph, where the individual persons acting on the bidder's side are entitled to participate in the bid only on a single bidder's side (i.e. no person may participate in multiple bids), the contracting authority will exclude from this tender all the bidders represented by the same acting person (person participating in their bid).

10.4 Purchase Contract Closure

The contracting authority sets these binding terms and conditions:

- Neither a bidder's bid submission to the contracting authority nor the contracting authority's notification of its selection of the most suitable bid does not constitute any purchase contract closure and, simultaneously, the bidder does not become entitled to any purchase contract closure. The tender winner is obliged to provide the contracting authority with its required cooperation to conclude a purchase contract in the final stage in line with the tender subject. The purchase contract will be produced per a mutual agreement between the contracting authority and tender winner, considering the winner's sale subject sale variant selected in its bid, the variants are specified in Chapter 3.3., items 3.3.1 - 3.3.3 as variants A - C.

- The contracting authority shall set the specified binding business terms and conditions, on which it insists, and which must be unconditionally accepted by the bidders and incorporated in their draft purchase contract;
 - The contract must cover the whole subject of the sale per the tender bidder's selected variant A or B or C - see Chapter 3.3.
 - A draft contract must not exclude or in any way limit the authorities or requirements of the contracting authority stated in these tender terms and conditions. A draft contract must be in line with the contracting authority's terms and conditions set for this tender.
 - Legal relations arising from the contract will be governed by the Czech law.
 - The purchase price and monthly price for the provision of change services between the DOA-POA and DOA-MOA organisations (for variant B - see Chapter 3.3., item 3.3.2) will be paid in CZK or EUR per the buyer's choice (tender winner).
 - The corresponding payments (per the previous item) shall always be made per a tax document (invoice) issued by the contracting authority. The invoice is due 30 days from its delivery to the buyer (tender winner).
 - If a tax document due date is not met, the buyer (trade winner) shall pay the contracting authority a contractual penalty of 0.05% of the amount due for each day of its payment delay.
 - If the tender winner selected in its bid variant B or C - see Chapter 3.3, item 3.3.2, contractual penalties must be incorporated into the contract for the event of the failure to comply with the obligations of the tender winner per Chapter 3.3., item 3.3.2.
 - All the disputes arising out of and in connection with the contract will be settled by courts. The contracting parties expressly exclude the possibility of dispute resolution through arbitrators or arbitration courts.
 - The contract shall come into force on the date of its signature by the contracting party that signs it last. The contract becomes effective on the day of its publication in the contract registry pursuant to Act No. 340/2015 Coll., on special conditions of effectiveness of some contracts, the publication of those contracts, and the registry of contracts (the Contracts Registry Act), as amended. The contracting authority shall publish the contract in the contract registry.
- If the tender winner selects variant B - see Chapter 3.3., item 3.3.2, in addition to the purchase contract, the contracting authority shall conclude a separate contract on the provision of change services between the DOA-POA and DOA-MOA organisation with it for the payment whose amount is specified in Chapter 3.3., item 3.3.2.- The contracting authority stipulates its right to negotiate a draft purchase contract (possibly also a separate draft contract for the provision of change service between the DOA-POA and DOA-MOA organisations per the previous item) submitted by the tender winner.



If the winner fails to submit a new draft contract respecting the contracting authority's legitimate comments within 10 business days of its receipt of the contracting authority's comments on its draft contract, the contracting authority stipulates its right to address a bidder who ranked second; in such a case, the right of the contracting authority to negotiate a draft contract and to comment on the draft contract shall be applied mutatis mutandis to the other bidder, if it can be fairly requested and the consequences of the failure to submit a draft contract respecting the legitimate comments of the contracting authority; if the bidder who ranked second within 10 days from the day when it received the contracting authority's comments on its draft contract does not submit its new draft contract respecting the contracting authority's comments; if they can be reasonably requested, the contracting authority stipulates its right to address a bidder who ranked third, in such a case, the contracting party's right to negotiate a draft contract and to comment on the draft contract shall apply to the bidder who ranked third, if it can be reasonably requested and the consequences of not submitting the draft contract respecting the contracting authority's comments.

- To reject all the bids and not conclude any contract with any of the bidders.

10.5 Other Rights

The contracting authority stipulates these rights:

- To use and process any information contained in the bidders' bids, including that which is identified as confidential or as subject to trade secrets, in such a way as to fulfill all of its obligations under binding legislation and other legal acts, in particular it is authorised to provide all the information to the Ministry of Defence of the Czech Republic and the Government of the Czech Republic.
- Not to return any submitted bids to any bidders.
- Not to reimburse any costs incurred by a bidder in connection with its participation in this tender or in connection with it.

In Prague, on **6 August, 2019**

illegible signature
LOM PRAHA s.p.
JUDr. Jan Rouček
State Enterprise director

L. S. (stamp of LOM PRAHA s.p.)