



**INFORMATIVE TRANSLATION FROM THE CZECH LANGUAGE.**

# TENDER DOCUMENTATION

for a public contract for supplies awarded in an open procedure pursuant to Section 56 et seq. of Act No. 134/2016 Coll., on public procurement, as amended.

This Tender Documentation is also an announcement of the commencement of a tender procedure in an open call within the meaning of Article 2.5.2 of the Procurement Guidelines for Programmes Co-financed from the Budget of the State Environmental Fund of the Czech Republic.

***Name of the public contract:***

**“Refurbishment of the ŠKO-ENERGO Heat Plant – OB2 Boiler rooms”**

***Contracting entity:***

**ŠKO-ENERGO, s.r.o.**

Identification No.: 61675938

tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, Czech Republic

*The project is co-financed from the resources of the State Environmental Fund of the Czech Republic within the programme for the provision of support from the Modernisation Fund:*

***Modernisation of Thermal Energy Supply Systems (HEAT)***



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### **1. CONTRACTING ENTITY**

#### **1.1. Basic details on the Contracting Entity**

|                    |   |
|--------------------|---|
| Business name:     | ŠKO-ENERGO, s.r.o.  |
| Registered office: | tř. Václava Klementa 869, Mladá Boleslav II,<br>293 01 Mladá Boleslav |
| Id. No.:           | 61675938  |

#### **1.2. Contracting Entity's key persons**

|  |  |
|--|--|
| Persons authorised to act on behalf of the Contracting Entity: | Jaromír Vorel, Executive Director<br>Tomáš Kubín, Executive Director |
|--|--|

|   |   |
|---|---|
| Contact person for the public contract: |   |
| Name and surname:                       | Mgr. Jan Turek, attorney-at-law                               |
| Address:                                | Prague 1, Nové Město, Na Florenci 2116/15, Postal Code 110 00 |
| Email:                                  | Jan.Turek@cz.eylaw.com  |
| Data box ID                             | xvrpkcp   |

### **2. GENERAL INFORMATION ON THE TENDER PROCEDURE**

The complete Tender Documentation, including its annexes, forms the decisive underlying document for the preparation of tenders. Where the tender specifications indicate any specific trade names, this shall be understood only as a definition of the required standard and the Contracting Entity also allows other technically and qualitatively comparable solutions.

The selected supplier will have to respect the fact that the project implementation is supported by a subsidy from the resources of the State Environmental Fund of the Czech Republic within the programme for the provision of support from the Modernisation Fund: Modernisation of Thermal Energy Supply Systems (HEAT), and will be required to co-operate with the Contracting Entity primarily with regard to the project's promotion and preparation of underlying documents necessary for the programme administration. Furthermore, the selected supplier will be required to allow access to the site by all administration and inspection bodies of the State Environmental Fund of the Czech Republic, and other administration and inspection bodies competent within the programme for the provision of support from the Modernisation Fund: Modernisation of Thermal Energy Supply Systems (HEAT).

The selected supplier must be aware that within the meaning of Act No. 320/2001 Coll., on financial control in public administration and on amendment to certain laws (the Financial Control Act), as amended, the supplier is obliged to co-operate in the performance of financial control. In co-operation with the Contracting Entity, the selected supplier shall agree to provide the inspection bodies with any documents relating to the project implementation, provide information and allow access to the supplier's registered office and any other premises and land relating to the project or its implementation. The



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selected supplier agrees to provide its accounts or tax records for inspection to the inspection body on its request, insofar as they relate to the project. The selected supplier shall further agree to take measures to remedy any inspection findings by the deadline, within the scope and in the quality required by the inspection body, and to inform the inspection body, the Contracting Entity and the subsidy provider accordingly.

The selected supplier acknowledges that the subsidy provider may carry out an independent external audit of the project. The selected supplier will be obliged to provide collaboration in the performance of the audit. The selected supplier shall agree to archive all the original documents relating to the implementation of the public contract project for the period specified in the legal act on the provision of support or in the binding regulations governing public procurement.

### **2.1. Parts of the Tender Documentation prepared by a person different from the Contracting Entity and preliminary market consultation**

#### **2.1.1. Parts of the Tender Documentation prepared by a person different from the Contracting Entity**

The Contracting Entity states that part of the Tender Documentation, specifically Annex A of the Tender Documentation, was prepared by a person different from the Contracting Entity, namely AFRY CZ s.r.o., with its registered seat at Magistrů 1275/13, Michle, 140 00 Prague 4, Identification No.: 45306605, legal form: a limited liability company.

#### **2.1.2. Preliminary market consultation**

The Contracting Entity held, in accordance with Section 33 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter the “**Act**”), preliminary market consultations. The Contracting Entity therefore states the Tender Documentation includes information which result from the preliminary market consultation.

The preliminary market consultation took place from 29 April 2024 to 10 July 2024. The invite to take part in the preliminary market consultation was published on the Contracting Entity’s internet page at <<https://www.sko-energo.cz/>>. The invite was also sent to all participants of a cancelled tender procedure for a public contract of the same name, which can be found at <<https://www.e-zakazky.cz/Profil-Zadavatele/0e2d055c-fa11-46da-849d-05b7e2d3f32c>>.

Results of the preliminary market consultation are reflected particularly in the following provisions of the draft contract for work, which forms Annex B hereto: Annex AA 5 “Acceptance procedures”, Annex A 6 “Guaranteed values” and Annex A 7 “Requirements on documentation”.

The following persons took part in the preliminary market consultation:

- a) Valmet Technologies Oy, a company incorporated or operating under law of Republic of Finland, with its registered seat at Keilasatama 5 02150 Espoo, Republic of Finland, registration No.: 1539180-9; and
- b) Sumitomo SHI FW Energia Polska SP Z o.o., a company incorporated or operating under law of Republic of Poland, with its registered seat at Młynarska 42, 01-171 Warsaw, Republic of Poland, registration No.: 010039164.

The scope of the preliminary market consultation consisted particularly of the following technical, commercial and contractual terms of performance of the public contract:



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- a) formal requirements of tender documentation:
  - security deposit as a percentage share of the expected value of the public contract under Article 4.11;
  - the scope of proof of qualification criteria under Article 6;
  - evaluation criteria (total tender price, operating costs) under Article 8.2;
- b) time schedule with fixed dates of implementation of individual parts of performance of the public contract, i.e., stages (Stage K20, Stage K80 and Stage K90 as defined in the draft contract for work, which forms Annex B hereto);
- c) construction site premises and its spatial limitation; sharing the construction site premises with other suppliers of technological units and construction under the oversight of project management provider (representative of the Contracting entity);
- d) guaranteed values specified in Annex AA 6 ("Guaranteed values") hereto as an invariable specification of tenders for this public contract;
- e) terms of payment, payment calendar with fixed payment periods (payment milestones) in the draft contract for work, which forms Annex B hereto:
  - in individual Stages (K20, K80, K90);
  - advance payment and its interconnection to invoicing the payment milestones;
  - interconnection of payment milestones to handed-over parts of performance of the public contract;
- f) retention amount (payments to ratio of performance of the public contract, conditions of release) a inflation clause;
- g) insurance (scope, deductibles);
- h) transfer of ownership (by individual stages);
- i) interruption of the work, tests, guarantee measurement, trial operation, acceptance of the work;
- j) damages and sanctions (limitation, balance, interconnection to individual stages):
  - indirect damages;
  - direct damages; and
  - sanctions; and
- k) methods of dispute resolution regarding the performance of the public contract.

### **3. TENDER SPECIFICATIONS**

For reasons of legal certainty, the Contracting Entity expressly states that the documents forming the annexes to this Tender Documentation are an integral part of the tender specifications in addition to this Tender Documentation. The supplier must become acquainted with these documents before submitting his tender, submit a tender that complies with the annexes hereto, and proceed in accordance with these annexes in the performance of the ensuing contract.

If necessary, the Contracting Entity reserves the right to supplement or change the Tender Documentation and its annexes, in particular to correct errors or omissions. Any and all changes hereto will be made and published in accordance with the Act and this Tender Documentation.



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### **4. SUBJECT OF THE PUBLIC CONTRACT AND TENDER SPECIFICATIONS**

#### **4.1. Subject of the public contract**

ŠKO-ENERGO s.r.o. has decided to refurbish its own heating plant in Mladá Boleslav as part of the decarbonisation of combined heat and electricity production. The aim of the refurbishment is to change the fuel base while maintaining the existing nominal output of the heat sources. A certain part of the electricity production will remain unchanged, as the project only comprises a retrofit of the existing K80 and K90 fluidised bed boilers and a change of the fuel input from the combination of lignite and phyto-pellets (70%/30%) to 100% biomass (60% wood chips/40% phyto-pellets for boilers K80 and K90). The missing heat output will be provided by new boiler K20 (100% wood chips). The project also includes the construction of the necessary infrastructure for receiving and storing fuel (wood chips).

The refurbishment of the heating plant is divided into several technological units – “business packages” (“*obchodní balíček*”; hereinafter “**OB**”), each with its own supplier (contractor) selected on the basis of various tender procedures.

The project of refurbishment of the heating plant is divided into the following OBs:

- OB 1: Fuel handling system;
- OB 2: Boiler rooms;
- OB 3: Rail siding;
- OB 4: Automatic unloading machine;
- OB 5: I&C – Automated management system;
- OB 6: Construction;
- OB 7: Stable extinguishing equipment.

The present public contract relates to OB 2: Boiler rooms, which can be divided into three main parts - Stages.

The first part of this public contract (Stage 1) consists of the supply of a new fluidised bed boiler K20 that will only burn wood chips, where natural gas will be the starting fuel. Furthermore, the subject of the public contract includes the construction of all necessary media connections, such as connections of feed and cooling water, steam, flue gas, ash management, SNCR system, compressed air, etc. The necessary distribution stations of the electrical and control system will be built within the K20 boiler room. A new compressor station will also be built to cover the consumption of the entire heating plant.

The second and third part consists of the retrofit of existing coal-fired fluidised bed boilers K80 and K90 (Stage 2 and Stage 3) to burn wood chips, pelletised plant biomass and process fuel. Natural gas remains the starting fuel for all boilers. The supplier shall also perform all internal and external structural alterations within boiler room E1A. The supplier shall make the necessary replacements of the boiler technology and associated systems so that the boilers are able to burn biomass instead of lignite without any problems. This includes, in particular, an assessment of the bottom of the combustion chamber, refractory, cyclone, insulation, boilers' pressure unit (superheaters, “EKO”, evaporator, etc.), “LUVO” and others. The subject of this public contract also includes the necessary modifications of the electrical and control systems (the above-described Stages 1 to 3 hereinafter the “**public contract**”).



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The heating plant already has a plant pellet combustion system. This system will be maintained and is not the subject of this public contract. The process fuel combustion system also remains unaffected; in this regard, the subject of this public contract will be limited to a modification of burners.

The interfaces between OB 2 and other OBs for further specification of what forms part of this public contract and what does not, are defined in Annex A 1 (Technical requirements – “Scope of work”) hereof.

The scope of OB 2, as well as the scope and breakdown of the entire project, is defined in Annex A hereto.

The subject of the public contract and further terms of performance of the public contract are also given in the binding draft contract for work, which is attached as Annex B hereto.

The supplier acknowledges that the availability of the operation of the heating plant must be maintained during the implementation of the public contract. This means in particular that during the implementation of the subject-matter of the public contract, the power of turbogenerators and steam power from fluidised bed boilers (the steam power of fluidised bed boilers that have not yet started their upgrading or the steam power of fluidised bed boilers that have been taken into operation after their upgrading) must not be restricted. The supplier further acknowledges that it is obliged to inform the Contracting Entity in sufficient advance of any steps towards the shutdown of the operation of the heating plant or steps that could in any way affect the operation of the heating plant. All shutdowns and restrictions of the operation of the heating plant must be approved in sufficient advance by the Contracting Entity.

### **4.2. Technical specifications and designing technological solution to the performance of the public contract**

#### **4.2.1. Technical specifications**

The technical specifications of the subject of the public contract are further given in Annex A hereto. The Contracting Entity points out that each supplier is required to fill in the relevant parts of Annex A hereto, as marked by the Contracting Entity, in particular Annex AA 6 (“Guaranteed values”) hereto.

The Contracting Entity states that in case of any discrepancies in the technical specifications of the subject of the public contract, the provisions and information set out in the contractual documentation and tender documentation shall have priority for the purposes of the tenders in the following order:

- a) the Tender Documentation, including Annex A thereto – Technical requirements, if this documentation sets out a stricter requirement for the performance of the public contract; in case of discrepancy between the tender documentation and Annex A thereto or between individual parts of Annex A thereto, for the purposes of tenders the supplier will proceed in accordance with Article 13;
- b) the current documentation for construction permit within the scope of Annex L hereto; a
- c) the planning permit documentation within the scope of Annex M hereto.

#### **4.2.2. Designing technological solution to the performance of the public contract**

Annex A hereto defines functional specification of the performance of the public contract, which must be met. At the same time, Annex A hereto represents the utmost scope and limits of the possible technological solutions to the performance of the public contract. The technological solution to the performance of the public contract itself and composition of the proposed equipment into a functional unit to perform the public contract is in full authority of the supplier. The supplier must submit, as a part of its





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tender, a description of the technological solution to the performance of the public contract under point 4) of the uniform layout of the tender under Article 12.

The technological solution submitted by the supplier must be in accordance with the supplier's technological practice, experience and customs and **in any and all cases must be in accordance with the functional specification of the performance of the public contract as laid out in Annex AA 6 ("Guaranteed values") hereto and with the conditions as laid out in the current documentation for construction permit** within the scope of Annex L hereto, including the interconnection with the performance provided to the Contracting Entity by other suppliers.

#### 4.3. Classification of the subject of the public contract

| CPV code description   | CPV        |
|--|------------|
| Electrical machinery, apparatus, equipment and consumables, lighting               | 31000000-6 |
| Electromechanical equipment  | 31720000-9 |
| Industrial machinery   | 42000000-6 |
| Conveyors  | 42417200-4 |
| Ventilation equipment  | 42520000-7 |
| Various general-purpose and special-purpose machinery                              | 42900000-5 |
| Construction works   | 45000000-7 |
| Repairs and maintenance of pumps, valves, taps and metal containers, and machinery | 50500000-0 |
| Waste disposal services and waste  | 90500000-2 |
| Industrial management software package   | 48150000-4 |
| Installation and assembly services   | 51000000-9 |
| Steam boilers  | 42162000-2 |

#### 4.4. Expected value of the public contract

|  |                |                                       |
|--|----------------|---------------------------------------|
| Expected value of the public contract (in euro excl. VAT): | EUR 70,000,000 | in words: <i>seventy million euro</i> |
|--|----------------|---------------------------------------|

#### 4.5. Period and place of performance of the public contract

|  |   |
|--|---|
| Expected date of commencement of the performance of the public contract: | 1 November 2024   |
| Expected date of completion of the performance of the public contract:   | 30 November 2027  |
| Place of performance of the public contract:                             | Škoda Auto complex in Mladá Boleslav (tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav) |



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### **4.6. Inspection of the place of performance**

In accordance with Section 36 (6) of the Act, the Contracting Entity allows the suppliers to inspect the place of performance of the public contract (site inspection) from the commencement of the tender procedure for the public contract to the day preceding by 5 business days the day of the deadline for submitting the tenders. To this end, the suppliers may contact directly the Contracting Entity's staff, namely Ing. Ondřej Hlaváček (email: Ondrej.Hlavacek2@sko-energo.cz, tel.: +420 732172761) or Ing. Vladimír Laibl (email: Vladimir.Laibl@sko-energo.cz, tel.: +420 734516056) at least 3 business days before the proposed date of the site inspection. At the same time, the supplier and the Contracting Entity shall agree on a specific time when the site inspection will take place.

No more than ten representatives of one supplier may participate in the site inspection. During the inspection of the Contracting Entity's premises, the supplier's representatives will be required to follow all security and safety instructions of the Contracting Entity and comply with the Contracting Entity's conditions for the presence of persons on the premises, as specified in the Visiting Regulations ŠKODA AUTO, a.s., which form Annex C hereto.

The Contracting Entity reserves the right to decide that a site inspection will not take place, or to specify conditions for the inspection depending on the current epidemiological situation and any measures applicable at the time when the site inspection is to take place.

The Contracting Entity shall draw up a record of the course of the site inspection, indicating which suppliers and their representatives participated in the inspection.

The site inspection serves exclusively to familiarise the suppliers with the existing place of the future performance. The inspection is not intended for any clarification of the contents hereof. The procedure under Section 98 of the Act shall apply in case of any request for clarification hereof.

The Contracting Entity recommends the site inspection in view of the subject of the public contract.

### **4.7. Method of awarding the public contract**

The public contract is an above-the-threshold public contract within the meaning of Section 25 of the Act and is awarded in an open procedure in accordance with Section 56 *et seq.* of the Act. At the same time, the public contract is being awarded in accordance with the Procurement Guidelines for Programmes Co-financed from the Budget of the State Environmental Fund of the Czech Republic, version 6, within the programme for the provision of support from the Modernisation Fund: Modernisation of Thermal Energy Supply Systems (HEAT) (hereinafter "**Guidelines**"), issued by the State Environmental Fund of the Czech Republic, in an open call within the meaning of Section 2.5.2 of the Guidelines.

This public contract is being awarded with the aim to enter into a contract for work. The Contracting Entity intends to enter into the contract with a single supplier. For the avoidance of any doubt, the Contracting Entity states that, within the meaning of Section 5 of the Act, a group (consortium) of suppliers that offers the performance of the public contract jointly will also be considered a (single) supplier.

### **4.8. Variants of a tender**

The Contracting Entity does not admit any variants of tenders.





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#### **4.9. Specification of the parts of the public contract that the tenderer intends to subcontract, and identification of subsuppliers**

In accordance with Section 105 (1) of the Act, the Contracting Entity requires that each tenderer specify, in his tender, the parts of the public contract that the tenderer intends to perform through subsuppliers and give the identification details of each subsupplier within the scope pursuant to Section 28 (1)(g) of the Act. To this end, the suppliers may use the template attached as Annex D hereto.

If a supplier does not intend to subcontract any part of the public contract, the supplier shall make a declaration in this regard. To this end, the suppliers may use the template attached as Annex D hereto.

#### **4.10. Tender period**

The tender period during which the tenderers may not withdraw from the tender procedure is set by the Contracting Entity at 6 months.

The tender period starts upon expiry of the deadline for the submission of tenders specified in Article 14.1 hereof.

In connection with setting the tender period, the Contracting Entity requires the provision of a security deposit.

#### **4.11. Security deposit**

The Contracting Entity requires that each tenderer provide a security deposit within the deadline for the submission of tenders. The amount of the security deposit is set at EUR 700,000 (in words: seven hundred thousand euro).

Each tenderer shall provide the security deposit in one of the forms pursuant to Section 41 (3) of the Act, specifically:

- a) by depositing the relevant amount in the Contracting Entity's account; or
- b) by submitting a document issued by a bank or an insurance company proving the bank's or insurance company's obligation to pay the security deposit to the Contracting Entity on the basis of the latter's declaration on the fulfilment of the conditions pursuant to Section 41 (7) of the Act.

If a security deposit is provided by depositing the relevant amount of money in an account or by a bank transfer, the tender shall be accompanied by a document indicating the payment made to the Contracting Entity (e.g. a payment order or a statement of the tenderer's bank account).

The security deposit shall be provided into the Contracting Entity's bank account No. 10705231/6200 (IBAN CZ30 6200 0000 0000 1070 5231, BIC COBACZPXXXX); the supplier's identification number shall be given as the variable symbol. If no identification number has been assigned to the supplier, the supplier shall indicate, as the variable symbol, the unique identifier assigned to the supplier by the Contracting Entity at the supplier's request, within 3 business days of the request.

If the supplier provides the security deposit in a currency other than euro, the supplier must take into consideration the exchange rate differences and other fees set by the bank so that the amount of the security deposit that reaches the Contracting Entity's bank account equals the required amount of EUR 700,000. The Contracting Entity further notes that the provision of a security deposit in a lower amount will be regarded as non-compliance with the tender specifications and may result in exclusion of the supplier from the tender procedure. All fees and exchange differences will be borne by the supplier.



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In this case, the tender shall also include the tenderer's declaration indicating the payment symbols for the refund of the security deposit, broken down as follows: account number, IBAN, SWIFT code, name of the financial institution, branch address, variable symbol and specific symbol; in the declaration, the tenderer shall also give the identification details of the account holder. A template of the declaration pursuant to the preceding sentence is attached as Annex F hereto.

In case the security deposit is provided in the form of a bank guarantee or guarantee insurance, the tenderer must ensure that it remains valid throughout the tender period.

Pursuant to Section 48 (3) of the Act, the Contracting Entity may exclude a tenderer who has failed to prove the provision of the required security deposit or has failed to maintain the security deposit throughout the tender period; the second sentence of Section 46 (2) of the Act shall not apply to the assessment of facts decisive for providing the security deposit.

In accordance with Section 41 (6) of the Act, the Contracting Entity shall, without undue delay, refund a security deposit provided in money, including interest accounted for by the financial institution, or send to the supplier details or documents necessary for the release of the security deposit

- a) after expiry of the tender period;
- b) after the tenderer's participation in the tender procedure has terminated before the end of the tender period; or
- c) after the completion of the tender procedure.

Pursuant to Section 41 (7) of the Act, the Contracting Entity has the right to retain the security deposit, including interest accounted for by the financial institution, if the given tenderer's participation in the tender procedure has terminated during the tender period due to the tenderer's exclusion pursuant to Section 122 (8) or 124 (2) of the Act.

#### **4.12. Reservation of a change in the commitment**

The Contracting Entity reserves the right to change the commitment ensuing from the contract concluded on the basis of the public contract in accordance with Section 100 (1) of the Act without the need to organise a new tender procedure for the public contract or to proceed pursuant to Section 222 of the Act. Changes in the commitment under the public contract, including their conditions, are specified in Articles 19.4.1 and 5.9 of the contract for work, the binding wording of which forms Annex B hereto.

The Contracting Entity and the selected supplier are required to enter into an amendment to the contract for work reflecting the reserved changes within 15 days of the occurrence of facts resulting in a change in the commitment under the contract.

#### **4.13. Reservation of a change of supplier**

In accordance with Section 100 (2) of the Act, the Contracting Entity reserves the right to change the supplier for the public contract during its performance.

The supplier may only be changed in case of any of the events set out in Article 19.5.2 of the contract for work, the binding wording of which forms Annex B hereto.

The new supplier must prove to the Contracting Entity that he meets the qualifications to the extent required by the Contracting Entity.



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The new supplier, who may only be a supplier not previously excluded from the tender procedure for the public contract, shall be determined as follows:

- a) in case of termination of the participation a supplier participating jointly with other suppliers, the Contracting Entity may enter into the contract for work with the remaining suppliers;
- b) if the remaining suppliers fail to assume the rights and obligations under the commitment to the full extent, except for permitted changes specified in the contract for work, the Contracting Entity may enter into the contract for work with the supplier whose tender was evaluated as second in the tender procedure;
- c) if such a supplier does not agree to perform the public contract instead of the supplier being replaced, the supplier who ranked third, if any, will be considered the new supplier;
- d) if even such a supplier does not agree to perform the public contract instead of the supplier being replaced, the Contracting Entity shall proceed analogously in determining the supplier until all the suppliers whose tenders relating to the public contract were evaluated have refused to replace the supplier being replaced.

The Contracting Entity will not re-evaluate the tenders that were delivered in the tender procedure for the public contract but rather will follow from the ranking of tenders determined in the tender procedure for the public contract.

If, in the tender procedure for the public contract, the Contracting Entity has not assessed compliance with the conditions for participation with regard to a supplier who is to become a new supplier, the Contracting Entity will assess the conditions for participation before the date of replacement of the previous supplier, and will check that the new supplier's tender does not meet the mandatory criteria for excluding the selected supplier pursuant to Section 48 of the Act. If there exist any grounds why the contract cannot be concluded with the second-ranking supplier, the Contracting Entity may contact the supplier who ranked next in the evaluation of tenders in the tender procedure.

As regards any performance duly provided under the public contract up to the date of the change of supplier, the Contracting Entity and the original supplier shall settle with each other as at the date of the change.

#### **4.14. Volkswagen Group business platform**

Each supplier must prove in his tender that he is validly registered in the Volkswagen Group business platform. The supplier shall prove the valid registration in his tender submitted for this public contract by presenting a confirmation sent to the email address specified by the supplier during the registration or in some other suitable manner (e.g. by indicating the D-U-N-S number used by the supplier for registration in the Volkswagen Group business platform)

Given the deadline for the submission of tenders set out in Article 14.1 hereof and the fact that each supplier is obliged to prove in his tender that he has a valid registration in the Volkswagen Group business platform, the Contracting Entity advises the suppliers that the registration in the Volkswagen Group business platform may take 3 to 4 weeks. The Contracting Entity therefore recommends to start registering in the Volkswagen Group platform sufficiently in advance. The Contracting Entity further notes that in case of joint participation of suppliers within the meaning of Section 5 of the Act, the requirement for a proof of valid registration in the Volkswagen Group business platform applies to each supplier in the consortium.



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If a supplier is not registered in the Volkswagen Group business platform, the supplier must register in the platform before submitting his tender. The procedure of registration in the Volkswagen Group business platform is given in Annex E hereto; the procedure is indicative only. The binding registration procedure that the supplier must follow in the registration process is available at <https://www.vwgroupsupply.com>.

#### **4.15. S-Rating**

Prior to the execution of the contract for the performance of this public contract, the selected supplier must obtain an “S-Rating” (Sustainability Rating). This rating is an assessment of the suppliers with respect to environmental, social and corruption risks relevant to the performance of the subject of this public contract. An S-rating is relevant for companies with more than 9 employees. The “self-assessment questionnaire” (hereinafter the “**SAQ questionnaire**”) is used for the evaluation. The SAQ questionnaire can only be filled in online at [www.supplierassurance.com](http://www.supplierassurance.com). Further information on the procedure in obtaining an S-rating is given in Annex E hereto. All information regarding an S-rating can be found on the website of [https://www.vwgroupsupply.com/one-kbp-pub/en/kbp\\_public/information/nachhaltigkeit\\_neu\\_pub\\_2019/sustainability\\_rating\\_s\\_rating\\_2/sustainability\\_rating\\_s\\_rating\\_3.html](https://www.vwgroupsupply.com/one-kbp-pub/en/kbp_public/information/nachhaltigkeit_neu_pub_2019/sustainability_rating_s_rating_2/sustainability_rating_s_rating_3.html).

Given that an “S-Rating” (Sustainability Rating) is a precondition for entering into a contract for the performance of this public contract and that the process of obtaining an “S-Rating” (Sustainability Rating) may take 4 to 6 weeks, the Contracting Entity recommends that the selected supplier start the process of obtaining an “S-Rating” (Sustainability Rating) without undue delay after the selection of the supplier is announced. The Contracting Entity further notes that if the selected supplier is a consortium (of multiple suppliers) within the meaning of Section 5 of the Act, the requirement for an “S-Rating” applies to each supplier in the consortium.

#### **4.16. 3D model of the current form of the boiler rooms, current technical documentation of the K80 and K90 boilers’ technologies**

##### **4.16.1. 3D model of the current form of the boiler rooms**

The Contracting Entity will make available to the suppliers in accordance with Section 96 (2) of the Act upon their request sent to the email address <Ondrej.Hlavacek2@sko-energo.cz> the original file of the 3D model, no later than 3 working days from the delivery of such request:

- full model of the current form of the boiler rooms;
- model of the technological part of the current form of the boiler rooms; and
- construction model of the current form of the boiler rooms.

##### **4.16.2. Current technical documentation of the K80 and K90 boilers’ technologies**

In a manner similar to Article 4.16.1 the Contracting Entity will make available a complete technical documentation of the current boilers K80 and K90 and of equipment related to their operation placed at the heating plant, along with a similar scope of documentation of technologies, which were added to the heating plant during its operation. In the aforesaid documents, operating parameters of both boilers for the period of one year are also included.



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### **5. REQUIREMENTS ON THE MANNER OF CALCULATING THE TENDER PRICE**

With a view to calculating the tender price, the supplier must fill in the price table given in Annex K hereto. The supplier shall specify the individual values in the table in euro. The supplier is then obliged to specify the price resulting from the price table in euro in the box marked "Total" among others:

- a) in the draft contract for work presented by the supplier, drawn up in conformity with Article 7 hereof, specifically in Article 7.1 of the draft contract for work; **and simultaneously**
- b) in the Cover Sheet, a template of which is given in Annex G hereto.

In case of any variance between the tender prices indicated in the tables in Annex K, the submitted draft contract for work and the Cover Sheet, the tender price specified in the presented draft contract for work shall prevail.

The supplier acknowledges that the tender price specified in Article 7.1 of the draft contract for work is the sum of the prices of the individual parts of the performance of the tender specified by the supplier in Article 7.2 of the draft contract for work.

### **6. SUPPLIERS' QUALIFICATIONS, PROOF OF QUALIFICATIONS**

#### **6.1. Requirements of the Contracting Entity on the eligibility and qualification of the supplier**

A supplier will be considered qualified for the performance of this public contract if the supplier:

- proves the basic eligibility within the scope pursuant to Section 74 of the Act, in accordance with Article 6.1.1 hereof;
- proves the professional ability within the scope pursuant to Section 77 of the Act, in accordance with Article 6.1.2 hereof;
- proves the economic qualifications within the scope pursuant to Section 78 of the Act, in accordance with Article 6.1.3 hereof; and
- proves the technical qualifications within the scope pursuant to Section 79 of the Act, in accordance with Article 6.1.4 hereof.

If a tenderer fails to prove his eligibility, ability and qualifications to the full extent, the Contracting Entity may exclude the tenderer from the tender procedure.

#### **6.1.1. Basic eligibility**

A supplier is not eligible if:

- a) in the past 5 years prior to the commencement of the tender procedure, the supplier was convicted by a final court decision in the country in which the supplier is established of a criminal offence listed in Annex 3 to the Act, or any similar criminal offence under the laws of the country in which the supplier is established; spent convictions will not be taken into account;
- b) the supplier has any tax arrears recorded in the tax register in the Czech Republic or in the country in which the supplier is established;
- c) the supplier has any arrears in premiums or penalties for public health insurance in the Czech Republic or in the country in which the supplier is established;
- d) the supplier has any arrears in premiums or penalties for social security and contribution to the state employment policy in the Czech Republic or in the country in which the supplier is established;





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- e) the supplier is in the process of liquidation or subject to an insolvency order issued against the supplier or a receivership order issued against the supplier under some other legal regulation or in any similar situation under the laws of the country in which the supplier is established.

If the supplier is a legal person, the condition under subparagraph (a) above must be met by the respective legal person and by each member of the supplier's governing body. If a member of the governing body of the supplier is a legal person, the condition specified in paragraph (a) must be met:

- (i) by the legal person;
- (ii) by every member of the governing body of the legal person; and
- (iii) by the person representing the legal person in the governing body of the supplier.

If the tenderer is a branch

- a) of a foreign legal person, the condition under paragraph (a) above must be met by this legal person and the branch manager;
- b) of a Czech legal person, the condition under paragraph (a) above must be met by the persons set out in paragraphs (i) to (iii) above and the branch manager.

A supplier shall prove that he meets the basic eligibility conditions under to Article 6.1.1 a) in relation to the Czech Republic by means of an extract from the Criminal Records.

The supplier shall prove that he meets the basic eligibility conditions under to Article 6.1.1 b) in relation to the Czech Republic by presenting a certificate issued by a competent tax authority, and with regard to excise duty, by presenting a written declaration. A template of the declaration forms [Annex H](#) hereto.

The supplier shall prove that he meets the basic eligibility conditions under to Article 6.1.1 c) in relation to the Czech Republic by means of a written declaration. A template of the declaration forms [Annex H](#) hereto.

The supplier shall prove that he meets the basic eligibility conditions under to Article 6.1.1 d) in relation to the Czech Republic by means of a certificate issued by the competent district social security administration body.

The supplier shall prove that he meets the basic eligibility conditions under to Article 6.1.1 e) in relation to the Czech Republic by means of an extract from the Commercial Register or by presenting a written declaration if the supplier is not entered in the Commercial Register.

### **6.1.2. Professional ability**

To prove professional ability, the supplier must submit an extract from the Commercial Register if the supplier is entered in the Commercial Register, or an extract from some other similar register in which the supplier is registered.

### **6.1.3. Economic qualifications**

To prove the economic qualification criteria, the supplier must document that the total amount of the supplier's annual turnover for the preceding three accounting periods with respect to the subject of the public contract was at least EUR 40,000,000 (in words: forty million euro) regardless of the annual turnovers achieved in the individual accounting periods.

The supplier shall prove the turnover by means of a profit and loss account or a similar document under the laws of the country of the supplier's registered office.





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If a currency other than EUR is indicated in the documents proving the economic qualifications, the foreign exchange market rate announced by the European Central Bank as at the date of the deadline for the submission of tenders for this public contract, given in Article 14.1 hereof, will be used to assess compliance with the minimum level of the economic qualification criterion.

#### **6.1.4. Technical qualifications**

To prove the technical qualification criteria, the supplier must:

- a) submit a list of at least 4 major deliveries provided during the last 10 years before the commencement of the tender procedure, consisting in deliveries similar to the subject of the public contract, where at least one of the above was the supply of a new fluidised bed boiler, either bubbling fluidized-bed boiler (BFB) or circulating fluidized-bed boiler (CFB) (identical type to the type of boiler to be supplied) for 100% combustion of biomass (at least 60 MWt) and at least one delivery was the supply of a fluidised bed boiler retrofit with a change of fuel from coal to 100% biomass (at least 60 MWt). The reference must include the complete solution of the work including technology, installation, electrical and measurement and regulation parts, control system and civil works. The references must include the complete design of the work including technology, installation, electrical and measurement and control parts, control system and civil works.

In view of (i) the low number of energy contracts similar to this public contract; (ii) the financial demands of such contracts; and (iii) the duration of implementation of contracts similar to this public contract, it is essential to allow proof of this technical qualification criterion for the period of 10 years before the commencement of the tender procedure in order to maintain an appropriate level of competition.

In the list of major deliveries, the supplier shall specify, in particular, the relevant identification details including the name of the client for whom the deliveries were made, the name/designation of the deliveries, a detailed description of the performance provided, including the minimum parameters of the deliveries required by the Contracting Entity above, as well as the period in which the deliveries were provided (the time of performance), the financial value of the deliveries, and the name and contact details of a person on the client's side with whom the accuracy, truthfulness and completeness of the information provided can be verified. A template of the list of major deliveries forms Annex H hereto.

- b) submit, in accordance with Section 79 (2) (c) and (d) of the Act, a list of technicians or other professional staff who will be responsible for the performance of the public contract, regardless of whether they are employees of the supplier or persons in some other relationship to the supplier (e.g. sub-suppliers), including certificates of their education and professional qualifications for the performance of the public contract, as follows:
1. for the area of "Design documents", the supplier must submit the following certificates of education and professional qualifications for at least 2 persons responsible for the performance of this area of the public contract:
    - i. completed university education in a technical field;
    - ii. at least three years of experience in the area of "Design documents"; and
    - iii. participation in at least 2 contracts similar to the area of "Design documents" in the field of energy, construction of first-class boilers or related industrial production;



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2. for the area of “Manufacture of equipment and components”, the supplier must submit the following certificates of education and professional qualifications for at least 2 persons responsible for the performance of this area of the public contract:
  - i. completed university education in a technical field;
  - ii. at least three years of experience in the area of “Manufacture of equipment and components”; and
  - iii. participation in at least 2 contracts similar to the area of “Manufacture of equipment and components” in the field of energy, construction of first-class boilers or related industrial production;
3. for the area of “Assembly – construction and technology”, the supplier must submit the following certificates of education and professional qualifications for at least 2 persons responsible for the performance of this area of the public contract:
  - i. completed university or secondary education in a technical field;
  - ii. at least three years of experience in the area of “Assembly – construction and technology”; and
  - iii. participation in at least 2 contracts similar to the area of “Assembly – construction and technology” in the field of energy or industrial production;
4. for the area of “Commissioning of equipment”, the supplier must submit the following certificates of education and professional qualifications for at least 2 persons responsible for the performance of this area of the public contract:
  - i. completed university or secondary education in a technical field;
  - ii. at least three years of experience in the area of “Commissioning of equipment”; and
  - iii. participation in at least 2 contracts similar to the area of “Commissioning of equipment” in the field of energy, construction of first-class boilers or related industrial production; and
5. for the area of “Control systems, measurement and regulation”, the supplier must submit the following certificates of education and professional qualifications for at least 2 persons responsible for the performance of this area of the public contract:
  - i. completed university or secondary education in a technical field;
  - ii. at least three years of experience in the area of “Control systems, measurement and regulation”; and
  - iii. participation in at least 2 contracts similar to the area of “Control systems, measurement and regulation” in the field of energy, construction of first-class boilers or related industrial production.

The individual areas of performance of the public contract listed above are further specified in Annex I hereto.



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In the list of technicians, the template of which is given in Annex 6 to the binding draft contract for work, which is attached as Annex B hereto, the supplier shall also indicate, in particular, the academic degree, name and surname of each technician, the highest education attained, relationship to the supplier and the area of performance of the public contract ensured by the given technician (role). To the list of technicians, the supplier shall attach structured professional curricula vitae of the persons included in the list of technicians.

**The Contracting Entity expressly requests that the persons given by the supplier on the list of technicians (team members) participate in the performance of the public contract.**

- c) submit, within the meaning of Section 79 (2) (e) in conjunction with Section 80 (1) of the Act, a quality management system certificate issued pursuant to the Czech technical standards of the CSN EN ISO 9001 series, to prove the supplier's quality assurance measures.

If, for reasons not attributable to the supplier, a supplier is unable to produce the requested certificate, the supplier may submit another equivalent document pursuant to Section 45 of the Act. In that case, the supplier must also specify the reasons why the certificate requested by the Contracting Entity cannot be submitted.

- d) submit, within the meaning of Section 79 (2) (h) in conjunction with Section 80 (2) of the Act, an ISO 14001 environmental management system certificate to prove the measures adopted in terms of environmental management.

If, for reasons not attributable to the supplier, a supplier is unable to produce the requested certificate, the supplier may submit another equivalent document pursuant to Section 45 of the Act. In that case, the supplier must also specify the reasons why the certificate requested by the Contracting Entity cannot be submitted.

## **6.2. Forms of proving qualifications**

### **6.2.1. Proving qualifications obtained abroad**

If certain qualifications were obtained abroad, they shall be proven by documents issued pursuant to the laws of the country where they were obtained, to the extent required by the Contracting Entity.

### **6.2.2. Qualifications in the case of a joint tender**

If several suppliers participate in the tender procedure jointly, the basic eligibility and professional ability pursuant to Articles 6.1.1 and 6.1.2 hereof shall be proven by each supplier independently.

### **6.2.3. Proving qualifications through other persons**

A supplier may prove economic qualifications, technical qualifications or professional ability required by the Contracting Entity, except for the criterion pursuant to Article 6.1.2 hereof, through other persons. In that case, the supplier must submit the following to the Contracting Entity:

- a) documents proving the basic eligibility pursuant to Article 6.1.1 of the other person,
- b) documents proving the professional ability pursuant to Article 6.1.2 of the other person,
- c) documents proving how the lacking part of the qualifications is ensured through the other person; and
- d) a contract or a confirmation of its existence signed by the other person, containing a commitment of the other person to perform the public contract or provide an item or rights which the supplier will



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be entitled to dispose of in the performance of the public contract, at least insofar as the other person proved the qualifications on behalf of the supplier.

If the supplier proves qualifications through another person and submits documents pursuant to Article 6.1.4 0 and b) hereof relating to such a person, the contract or confirmation of its existence pursuant to Article 6.2.3 d) hereof must indicate the other person's commitment to perform the construction works or services with respect to which the qualification criterion being thus proved relates.

The requirement pursuant to Article 6.2.3 d) is deemed to be met if the contents of the contract or confirmation of its existence pursuant to Article 6.2.3 d) indicates the other person's commitment to perform the public contract jointly and severally with the supplier; this does not apply if the contract or confirmation of its existence pursuant to Article 6.2.3 d) must meet the requirements set out in the preceding paragraph, i.e. the requirements specified in Section 83 (2) of the Act.

The qualifications of another person through whom the relevant qualifications are being proven are subject to the rules laid down by the Act and this Tender Documentation with regard to the qualifications of the supplier for whom the qualifications are being proven.

The Contracting Entity requires that the supplier and the other person through whom the supplier is proving the economic qualifications laid down in Article 6.2.3 hereof be responsible jointly and severally for the performance of the public contract.

#### **6.2.4. Special methods of proving qualifications**

##### **6.2.4.1. List of qualified suppliers**

If a supplier submits to the Contracting Entity an extract from the list of qualified suppliers, the extract shall replace the document proving professional ability under Article 6.1.2 hereof to the extent to which the information in the extract from the list of qualified suppliers proves the professional ability and basic eligibility criteria under Article 6.1.1 hereof.

The extract from the list of qualified suppliers must not be more than 3 months old on the last day by which the qualification criteria are to be proved.

The Contracting Entity need not accept an extract from the list of qualified suppliers where the competent authority has indicated the commencement of the procedure pursuant to Section 231 (3) of the Act.

Alternatively to an extract from the list of qualified suppliers, a supplier can prove his qualifications through a certificate issued in another Member State in which the supplier is established and that is analogous to an extract from the list of qualified suppliers.

##### **6.2.4.2. System of certified suppliers**

A valid certificate issued within the approved system of certified suppliers may be used to prove qualifications in the tender procedure within the scope set out in the certificate.

Alternatively to the certificate, a supplier can prove its qualifications through a certificate issued in another Member State in which the supplier is established and that is analogous to a certificate issued within the certified suppliers system.



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### **6.3. Documents proving qualifications**

#### **6.3.1. Authenticity of documents**

Pursuant to Section 45 (1) of the Act, documents proving the qualifications are to be submitted in a plain copy. Based on a request for explanation or supplementation of qualifications pursuant to Section 46 (1) of the Act, the Contracting Entity may request the submission of the original counterpart or an authenticated copy of the document. Prior to execution of the contract, the Contracting Entity will request original counterparts or authenticated copies of the documents on qualifications from the selected supplier, unless they were already submitted during the tender procedure.

#### **6.3.2. Language of documents**

A document proving the qualification criteria which is drawn up in a language other than that specified by the Contracting Entity for the submission of tenders shall be submitted with a translation into the Czech or English language. Documents in the Czech or Slovak language and a proof of education in Latin shall be submitted without translation. The Contracting Entity reserves the right to waive the requirement for the submission of a translation with respect to other documents.

#### **6.3.3. Age of documents**

The documents proving basic eligibility pursuant to Article 6.1.1 must prove that each required qualification criterion was met in the period of 3 months prior to the commencement of the tender procedure.

#### **6.3.4. Changes in the tenderer's qualifications**

If, during the tender procedure, after the presentation of the documents or declarations on qualifications, the tenderer's qualifications change, the tenderer must notify the Contracting Entity of this change within 5 business days and submit new documents or declarations on qualifications within 10 business days of the notification of the change. The Contracting Entity may exclude a tenderer if it proves that the tenderer has not performed the above-specified obligation.

## **7. TENDER DOCUMENTATION, COMMUNICATION, TERMS AND CONDITIONS AND DRAFT CONTRACT**

### **7.1. Tender documentation**

Together with the Czech language version hereof, the Contracting Entity also publishes a non-binding English translation of some parts thereof (in particular, the Tender Documentation, draft contract for work, selected annexes). Only the Czech language version hereof is deemed to be the binding wording hereof for the purposes of this tender procedure. The Contracting Entity further notes that parts of the technical specifications and requirements are available only in the Czech language. If these parts hereof are to be translated into another language, the tenderer himself shall bear the full cost of the translation. The Contracting Entity expressly notes that it is not responsible for any version hereof other than Czech.

### **7.2. Communication**

The main language of communication within this tender procedure is Czech unless the Contracting Entity specifies otherwise based on a tenderer's request. This shall in no way prejudice the possibility for a supplier to submit a tender in the English language in accordance with Article 11 hereof.





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### **7.3. Terms and conditions and draft contract**

The terms and conditions (including payment terms) are contained in the text of the draft contract for work submitted by the Contracting Entity as part hereof and forming Annex B hereto. The text of the draft contract is binding on the supplier.

The supplier shall merely fill in the required data, i.e. in particular details concerning the supplier's identification, data subject to evaluation, data on the technical parameters of the performance offered, dates of performance, date of execution of the contract, identification (name and title) of the signatory, and signature, in the draft contract including the annexes thereto [note: for more information on the Annexes to the draft contract, see Article 16 hereof] at places marked **[TO BE COMPLETED]** (note: regardless of whether or not the text is highlighted in bold), **to be inserted by the bidder** or in some other similar manner.

The supplier shall further enclose with the draft contract properly and fully completed annexes to the contract. The supplier shall submit the draft contract signed by a person (persons) authorised to act on the supplier's behalf as part of his tender.

Except for the above modifications and additions, suppliers may not modify or change the draft contract in any way. If a supplier modifies or changes the binding wording of the draft contract in any way (except for the permissible modifications and additions listed above), this shall be deemed a failure to comply with the Contracting Entity's requirements set out in the tender specifications.

For the avoidance of any doubt, the Contracting Entity expressly states that he requires that the draft contract for work be presented in a bid of the supplier in accordance with the binding wording of the draft contract for work contained in Annex B hereto, i.e. in the Czech language, adjusted in accordance with this Article 7.3; the provisions of Article 7.2 hereof remain thereby unaffected.

## **8. OPENING OF TENDERS, EVALUATION OF TENDERS, ASSESSMENT OF THE CONDITIONS FOR PARTICIPATION, AND EVALUATION COMMITTEE**

### **8.1. Opening of the tenders**

The tenders will be opened in the order in which they were uploaded to the electronic tool available at [<https://e-zakazky.cz/>](https://e-zakazky.cz/).

Tenders delivered after the expiry of the deadline for their submission will not be opened and evaluated within the tender procedure; tenders delivered after the expiry of the deadline for their submission will be disregarded in accordance with Section 28 (2) of the Act.

Tenders will be opened by the Contracting Entity via the E-zakazky.cz electronic tool available at [<https://e-zakazky.cz/>](https://e-zakazky.cz/) on the basis of the conditions and instructions specified therein.

### **8.2. Evaluation of tenders**

The evaluation committee will evaluate the tenders pursuant to Section 114 *et seq.* of the Act according to the tenders' economic advantage determined on the basis of the most favourable ratio of the tender price to quality (best value for money). The evaluation criterion of the most favourable ratio of the tender price to quality (best value for money) shall be evaluated with regard to the following individual evaluation criteria and weights, which represent the proportion of the individual evaluation criteria in the overall evaluation:



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| Evaluation criterion | Weight of the criterion in overall evaluation |
|----------------------|---|
| Total tender price   | 60%   |
| Operating costs      | 40%   |

The tenders will be evaluated by an evaluation committee within the individual evaluation criteria using a scoring system from 0 to 100. Each tender will be awarded scores within the individual evaluation criterion, reflecting the success of the relevant tender with regard to the given evaluation criterion.

Tenders will only be evaluated if submitted by suppliers who have not been excluded from participation in the tender procedure in the preceding stages of the tender procedure.

The Contracting Entity shall assess an extraordinarily low tender price pursuant to Section 113 of the Act.

### 8.2.1. Evaluation criterion – Total tender price

In the case of the evaluation criterion of “Total tender price”, it holds that the lower the tender price, the better the score. In the evaluation, all the tenders will be ranked from the lowest tender price to the highest tender price. The lowest tender price will receive the maximum score of 100 points and the other tenders will be awarded a proportional number of points calculated as follows:

$$W_y = (N_{\min} \div N_y) * 100,$$

where

**W<sub>y</sub>** is the score (number of points) awarded to the y-th supplier’s tender under the evaluation criterion of “Total tender price”;

**N<sub>min</sub>** is the lowest tender price submitted, i.e. the tender price indicated in the tender which was awarded the maximum score of 100 points within the criterion of “Total Tender Price”; and

**N<sub>y</sub>** is the total tender price of the y-th supplier’s tender.

Example of calculation for tenders submitted by three suppliers:

| Supplier   | Tender price    | Score W <sub>y</sub> | Note   |
|------------|-----------------|----------------------|--|
| Supplier 1 | EUR 85,000,000  | 82.35                |  |
| Supplier 2 | EUR 70,000,000  | 100.00               | N <sub>min</sub> = lowest tender price submitted |
| Supplier 3 | EUR 100,000,000 | 70.00                |  |

For the purpose of evaluating this evaluation criterion, the supplier is required to complete the price tables attached as Annex K hereto and to provide the resulting total tender price in accordance with Article 5 hereof.

For the evaluation of tenders, the total tender price indicated by the supplier in Article 7.1 of the draft contract for work submitted by the supplier in accordance with Article 7 of the tender documentation in EUR excluding VAT shall be relevant.

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**The resulting score awarded to each tender for this evaluation criterion will be determined by multiplying the relevant score of the tender (value  $W_v$ ) by the weight of this criterion, i.e. 60%. The resulting score awarded to each tender in this evaluation criterion will be subsequently rounded to two decimal places.**

### 8.2.2. Evaluation criterion – Operating costs

The evaluation criterion of “Operating costs” is based on the technical specifications given in more detail in Annex A hereto. For the evaluation of this criterion, the supplier must fill in the Operating costs form given in Annex J hereto. In the table, the supplier shall indicate the amount of fuel, additives and own electricity consumption per hour of operation of each boiler under nominal output conditions.

Template of the table for filling in the “Operating costs” evaluation criterion:

| CALCULATION OF OPERATING COSTS <sup>a</sup> |                    | filled data |           |           | calculated item prices         |                         |                         |
|---|--------------------|-------------|-----------|-----------|--------------------------------|-------------------------|-------------------------|
| item  | unit               | K20         | K80       | K90       | K20                            | K80                     | K90                     |
| Thermal efficiency <sup>b</sup>             | %                  | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Urea consumption                            | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Amomonium sulfate consumption               | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Amonia consumption                          | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Limestone consumption                       | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Soda consumption                            | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Sand consumption                            | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Hydrated lime consumption                   | kg·h <sup>-1</sup> | (fill in)   | (fill in) | (fill in) | (automated calculation)        | (automated calculation) | (automated calculation) |
| Self electricity consumption <sup>c</sup>   | kW                 | (fill in)   | -         | -         | (automated calculation)        | -                       | -                       |
| Total<br>EUR·h <sup>-1</sup>                |                    |             |           |           | (automated calculation)        | (automated calculation) | (automated calculation) |
|   |                    |             |           |           | <b>(automated calculation)</b> |                         |                         |

<sup>a</sup> The data for hourly operation at nominal parameters are filled in.

<sup>b</sup> The thermal efficiency of the boiler is calculated according to the ČSN EN 12952-15 standard. Self consumption of devices located on boiler hall K20 (SO201/202) without consumption of

<sup>c</sup> the compressor station.

The unit prices of the individual commodities are given in the table below.

| Commodity prices |                           |
|------------------|---------------------------|
| electricity      | 0,1 EUR·kWh <sup>-1</sup> |
| limestone        | 46 EUR·t <sup>-1</sup>    |
| hydrated lime    | 315 EUR·t <sup>-1</sup>   |
| soda             | 520 EUR·t <sup>-1</sup>   |
| urea solution    | 343 EUR·t <sup>-1</sup>   |

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|                           |     |                     |
|---------------------------|-----|---------------------|
| amonia solution           | 215 | EUR·t <sup>-1</sup> |
| ammonium sulfate solution | 334 | EUR·t <sup>-1</sup> |
| sand                      | 13  | EUR·t <sup>-1</sup> |
| thermal efficiency K20    | 25  | EUR·% <sup>-1</sup> |
| thermal efficiency K80/90 | 31  | EUR·% <sup>-1</sup> |

The operating parameters evaluated, which shall be indicated by the supplier in the tender using the form comprised in Annex J hereto, will be part of the contract for work.

In the case of the “Operating costs” criterion, it holds that the lower the operating costs, the higher the score. In the evaluation, all the tenders will be ranked from the lowest operating costs to the highest operating costs. The tender indicating the lowest operating costs will receive the maximum score of 100 points and the other tenders will be awarded a proportional number of points calculated as follows:

$$Y_y = (N_{\min} \div N_y) * 100,$$

where

- $Y_y$  is the score (number of points) awarded to the y-th supplier’s tender under the evaluation criterion of “Operating costs”;
- $N_{\min}$  are the lowest operating costs, i.e. the operating costs indicated in the tender which was awarded the maximum score of 100 points within the criterion of “Operating costs”; and
- $N_y$  are the operating costs of the y-th supplier’s tender.

Example of calculation for tenders submitted by three suppliers:

| <b>Supplier</b> | <b>Operating costs</b> | <b>Score <math>Y_y</math></b> | <b>Note</b>                                |
|-----------------|------------------------|-------------------------------|--|
| Supplier 1      | 7,355 EUR/h            | 100.00                        | $N_{\min}$ = lowest tender price submitted |
| Supplier 2      | 8,172 EUR/h            | 90.00                         |  |
| Supplier 3      | 9,193 EUR/h            | 80.00                         |  |

**The resulting score awarded to each tender for this evaluation criterion will be determined by multiplying the relevant score of the tender (value  $Y_y$ ) by the weight of this criterion, i.e. 40%. The resulting score awarded to each tender in this evaluation criterion will be subsequently rounded to two decimal places.**

### 8.3. Overall evaluation of tenders

For evaluation purposes, the Contracting Entity has set the above evaluation criteria, on the basis of which scores will be assigned to the tenders through the procedure and in the manner described above. To compare the tenders and determine the resulting values awarded to the individual tenders, the Contracting Entity has set the maximum score for each evaluation criterion and the relevant weight of the given evaluation criterion.

The resulting value of a tender ( $X_y$ ) will be equal to the sum of the scores (points) awarded within the evaluation criteria of “**Total tender price**” and “**Operating costs**”, weighted by the weights of the respective evaluation criteria, as per the following formula:

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$$X_y = (0,60 \cdot W_y) + (0,40 \cdot Y_y)$$

Example of an overall evaluation for tenders submitted by three suppliers:\*

| <b>Supplier</b> | <b>Score awarded (<math>W_y</math>) for the criterion of "Total tender price"</b> | <b>Score awarded (<math>Y_y</math>) for the criterion of "Operating costs"</b> | <b>Total score (<math>X_y</math>)</b>              | <b>Ranking</b>  |
|-----------------|---|--|--|-----------------|
| Supplier 1      | 82.35   | 100.00   | $(0.60 \cdot 82.35) + (0.40 \cdot 100.00) = 89.41$ | 2 <sup>nd</sup> |
| Supplier 2      | 100.00  | 90.00  | $(0.60 \cdot 100) + (0.40 \cdot 90) = 96$          | 1 <sup>st</sup> |
| Supplier 3      | 70.00   | 80.00  | $(0.60 \cdot 70) + (0.40 \cdot 80) = 74$           | 3 <sup>rd</sup> |

\* The values indicated in the table may not correspond to the values from previous sample calculations of evaluation in individual criteria.

If the resulting values for two or more tenders are equal, the ranking of these tenders will be determined by the higher score awarded within the evaluation criterion of "Total tender price".

#### **8.4. Assessment of the conditions for participation**

After evaluating the tenders, the Contracting Entity will assess whether the selected supplier meets the conditions for participation in the tender procedure.

### **9. FURTHER CONDITIONS SET BY THE CONTRACTING ENTITY**

#### **9.1. Supplier's declarations**

In cases where the Contracting Entity requires the submission of a supplier's declaration either to prove qualifications or elsewhere in the tender, any such declaration must contain the details required by the Contracting Entity and must be signed by a person (persons) authorised to act on the supplier's behalf. The same applies with regard to execution of the draft contract. The draft contract must be signed by a person (persons) authorised to act on the supplier's behalf. If a proxy acts on the supplier's behalf on the basis of a power of attorney, the tender must include the original counterpart or an authenticated copy of the power of attorney.

In the performance of the subject of the public contract, the supplier must proceed with professional care and according to his best knowledge and abilities, pursue and protect the legitimate interests of the Contracting Entity relating to the subject of the public contract, and proceed in accordance with the instructions of the Contracting Entity or persons authorised by the Contracting Entity. Furthermore, the supplier must provide the Contracting Entity with all the necessary co-operation to attain the purpose of the public contract.

#### **9.2. Social, environmental and innovation aspects**

In awarding the public contract and in evaluating and selecting the supplier, the Contracting Entity will take into account the principles of socially responsible public procurement. In addition to the emphasis on economic parameters, socially responsible public procurement also reflects the related impacts of the public contract on employment and the corresponding social and labour rights, and also on the



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environment. In addition to this Tender Documentation, aspects of socially responsible procurement are also reflected in the commercial and other terms and conditions.

Pursuant to Section 6 (4) of the Act, the Contracting Entity took the principles of responsible public procurement into account insofar as it considers this possible and reasonable in view of the nature and purpose of the public contract and in light of the other principles set out in Section 6 of the Act.

In the framework of socially responsible procurement, the Contracting Entity requires that decent working conditions be guaranteed, and health and safety conditions ensured, for all persons involved in the performance of the public contract. In view of its nature and long period of performance, the public contract supports the employment of people disadvantaged on the labour market. The Contracting Entity also took into account the need to support small and medium-sized enterprises as it minimised the administrative burden – the suppliers can use templates, documents proving qualifications may be replaced by a declaration, etc.

As part of environmentally responsible procurement, the public contract is being awarded by electronic means. Where possible in view of their nature, the Contracting Entity's documents will also be obtained by electronic means in order to minimise the need for printing. The Contracting Entity also requires that economically acceptable solutions to protect the environment be set up in the performance of the public contract. Prior to the execution of the contract for the performance of this public contract, the selected supplier must also obtain an "S-Rating" (Sustainability Rating) in conformity with Article 4.15 hereof. This rating is an assessment of the suppliers with respect to environmental, social and corruption risks relevant to the performance of the subject of this public contract.

The subject of the public contract aims to implement innovations – CO<sub>2</sub> neutral energy (electricity, heat) production and replacement of fossil fuel combustion with biomass.

The Contracting Entity will take into account compliance with socially responsible procurement throughout the term of the public contract. If the Contracting Entity ascertains that the performance offered by a supplier would result in non-compliance with the obligations following from environmental, social or labour laws and regulations pertaining to the subject of the public contract, the Contracting Entity may exclude the supplier from the tender procedure in accordance with Section 48 (5) (a) of the Act on the grounds of the supplier's ineligibility. If the Contracting Entity ascertains that the above has been violated during the performance of the public contract, the Contracting Entity may withdraw from the contract for work in accordance with Article 20.3 of the contract for work, the binding wording of which forms Annex B hereto.

## **10. PROHIBITION OF AWARD OF THE PUBLIC CONTRACT AND CONFLICT OF INTERESTS**

### **10.1. International sanctions**

The Contracting Entity points out that, in accordance with Article 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, it is prohibited to award this public contract to:

- a) a Russian national, or a natural or legal person, entity or body established in Russia;
- b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or
- c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph.



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The above also applies to sub-suppliers, suppliers or entities whose performance accounts for more than 10% of the value of the public contract. This prohibition does not apply in cases where the above-specified persons obtain an exemption in accordance with the applicable legal regulations.

Furthermore, the Contracting Entity will not award the public contract to a tenderer in cases where this would be at variance with international sanctions pursuant to the legislative act regulating the implementation of international sanctions. Where international sanctions apply to:

- a) a tenderer, the Contracting Entity may exclude the tenderer from participation in the tender procedure; or
- b) the selected supplier, the Contracting Entity will exclude the supplier from participation in the tender procedure.

Where international sanctions apply to a sub-supplier of (a) a tenderer, the Contracting Entity may request that the sub-supplier be replaced; or (b) the selected supplier, the Contracting Entity must request that the sub-supplier be replaced. Further to the Contracting Entity's request, the tenderer must replace such a sub-supplier not later than by the end of a reasonable period set by the Contracting Entity. If the sub-supplier is not replaced, it will hold that the tenderer is subject to the prohibition of award of the public contract.

The Contracting Entity further points out that in the event of the conclusion of a Contract for Work, payments provided by the Contracting Entity in connection with the performance of the public contract cannot be provided directly or indirectly (even if only in part) to persons to whom so-called individual financial sanctions within the meaning of the following legislation applies:

- a) Council Regulation (EU) No 208/2014 of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine,
- b) Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, or
- c) Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus.

The supplier shall submit as part of its tender for the public contract a declaration demonstrating compliance with the above conditions on international sanctions. A template of the above declaration on international sanctions is attached as Annex N to the Tender Documentation.

## **10.2. Conflict of interests**

The Contracting Entity points out the fact that a company in which a public official within the meaning of Section 2 (1) (c) of Act No 159/2006 Coll., on Conflict of Interest, as amended, or a person controlled by him/her owns a share representing at least 25% of the shareholder's participation in the company, may not participate in the tender procedure for a public contract as a participant or subcontractor through which the supplier demonstrates qualification.

The supplier shall provide, as part of its tender for the public contract, a declaration demonstrating compliance with the above conflict of interest condition. A template of the above declaration on conflict of interest is attached as Annex N to the Tender Documentation.





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### **11. REQUIREMENTS ON THE LANGUAGE AND FORM OF PREPARATION OF TENDERS**

Each supplier shall submit one tender for the performance of the entire subject of the public contract.

Each tenderer shall submit his tender in electronic form.

Tenders shall be submitted via the E-zakazky.cz electronic tool available at <<https://e-zakazky.cz/>> on the basis of the conditions and instructions specified therein. The submission of tenders in printed form or in electronic form other than via the E-zakazky.cz electronic tool is not permissible.

The date and time of uploading the tender into the electronic tool is decisive for assessing a timely submission of a tender. If a tender is not submitted by the deadline for the submission of tenders or in the manner indicated in the tender specifications, it shall not be deemed properly submitted and will be disregarded in the tender procedure. Each supplier is responsible for the proper submission of his tender.

The Contracting Entity has created its profile via the Zadavatel.eu system. The Contracting Entity's profile is available at <<https://www.e-zakazky.cz/Profil-Zadavatele/0e2d055c-fa11-46da-849d-05b7e2d3f32c>>. The Contracting Entity's profile is published in the Public Contracts Journal administered by the Ministry for Regional Development at <<https://vzj.nipez.cz/formulare-profilu/Z2022-000788>>.

Each tenderer shall submit his tender in one original counterpart in the Czech or English language in accordance with the tender specifications. If a supplier submits his tender in both Czech and English languages, the Czech version of the tender will be considered decisive. A draft contract for work must be submitted in accordance with Article 7.3 in the Czech language only.

### **12. REQUIREMENTS ON THE UNIFORM LAYOUT OF TENDERS**

The Contracting Entity requires that the tenders be structured as follows:

- 1) Cover sheet;
- 2) Table of contents of the tender, including numbers of the sheets;
- 3) Proof of the security deposit and the supplier's declaration on the payment details for a refund of the security deposit, if the relevant amount is deposited in the Contracting Entity's account, or the submission of a bank guarantee or guarantee insurance, if applicable;
- 4) Technological solution to the performance of the public contract in accordance with Article 4.2;
- 5) Documents proving the basic eligibility;
- 6) Documents proving the professional ability;
- 7) Documents proving the economic qualifications;
- 8) Filled-in list of major deliveries to prove the technical qualifications;
- 9) Filled-in list of technicians to prove the technical qualifications;
- 10) Certificate of the quality management system issued according to the Czech technical standards of the CSN EN ISO 9001 series;
- 11) Certificate of the environmental management system ISO 14001;



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- 12) Filled-in Price table;
  - 13) Filled-in Operating costs form for the purposes of evaluating the tenders;
  - 14) Any other documents relating to the evaluation of the tenders;
  - 15) Documents proving successful registration in the Volkswagen Group business platform;
  - 16) Specification of the parts of the public contract that the supplier intends to subcontract and identification of the sub-suppliers, or a declaration that the supplier does not intend to subcontract any part of the public contract;
  - 17) Declaration on the international sanctions and on the conflict of interests;
  - 18) Draft contract signed by the person(s) authorised to act for the supplier; and
  - 19) Any other details and documents forming part of the tender.
- A template of the cover sheet pursuant to paragraph 1) above is given as Annex G hereto.
  - A template of the declaration on the payment symbols for a refund of the security deposit is given as Annex F hereto.
  - Templates of the above declaration to prove part of the basic eligibility above are given as Annex H hereto.
  - A template of the list of major deliveries to prove the technical qualifications pursuant to paragraph 8) above is given as Annex H hereto.
  - A template of the list of technicians to prove the technical qualifications pursuant to paragraph 9) above is given as Annex 6 to the binding draft contract for work, which is attached as Annex B hereto.
  - A Price table pursuant to paragraph 12) above is given as Annex K hereto.
  - An Operating costs form for the purposes of evaluating the tenders pursuant to paragraph 13) above is given as Annex J hereto.
  - A template of the specification of parts of the public contract that the supplier intends to subcontract and identification of the sub-suppliers pursuant to paragraph 16) above is given as Annex D hereto.
  - A template on the declaration of the international sanctions and on the conflict of interests pursuant to paragraph 17) above is given as Annex N hereto.

### **13. CLARIFICATION HEREOF**

Each supplier may request in writing that the Contracting Entity clarify the Tender Documentation. Such a written request must be delivered to the Contracting Entity not later than 4 business days before expiry of the deadline for the submission of tenders. The Contracting Entity may provide a clarification of the tender specifications even without a prior request. The Contracting Entity will send such a clarification of the tender specifications, together with the related documents, as appropriate, not later than within 2 business days of delivery of the request. If the Contracting Entity provides a clarification on the basis of a request that is not delivered in time, this deadline need not be complied with.



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### **14. SUBMISSION OF TENDERS**

#### **14.1. Deadline for submitting tenders**

The deadline for the submission of tenders is **2 September 2024, 10:00 a.m.** The submission of a tender means its uploading to the E-zakazky.cz electronic tool available at <<https://e-zakazky.cz/>> on the basis of the conditions and instructions specified therein.

### **15. PERSONAL DATA PROTECTION**

The Contracting Entity processes personal data of natural persons on the part of the supplier with a view to assessing the supplier's tender in the tender procedure in accordance with the applicable legal regulations. Data processing in this regard is necessary for contractual purposes in accordance with Article 6 (1)(f) of the General Data Protection Regulation.

In the position of personal data controller, the Contracting Entity processes personal data in a lawful and transparent manner only for the above-specified purpose and to the necessary extent, for a period not exceeding the period necessary for attaining the purpose of the processing, in a manner ensuring their proper security. With a view to transparent processing of personal data of natural persons, the Contracting Entity has drawn up an information memorandum, which is available to the tenderers on the website at <<http://www.sko-energo.cz>>.

A supplier's tender cannot be assessed in the tender procedure without the provision of personal data of persons on the supplier's Article Failure to provide data to the required extent may result in the tenderer being excluded from the tender procedure.

### **16. FURTHER PARTS HEREOF – SEPARATE ANNEXES:**

A Annex A hereto – Technical requirements, including the following documents:

- A 1 Annex A 1 – Scope of the work (in the DOCX and PDF formats);
- A 2 Annex A 2 – General information on the construction project (in the DOCX and PDF formats);
- A 3 Annex A 3 – Binding technical and functional requirements (in the DOCX and PDF formats);
- A 4 Annex A 4.1 až A 4.4 – Machinery part, Electrical part, ASMTTP, Construction part (in the DOCX and PDF formats);
- A 5 Annex A 5 – Acceptance procedures (in the DOCX and PDF formats);
- A 6 Annex A 6 – Guaranteed values (in the DOCX and PDF formats);
- A 7 Annex A 7 – Requirements on documentation (in the DOCX and PDF formats);
- A 8 Annex A 8 – Standards (in the DOCX and PDF formats);
- A 9 Annex A 9 – Construction conditions (in the DOCX and PDF formats);
- A 10 Annex A 10 – Vendor list (in the DOCX and PDF formats);
- A 11 Annex A 11 – Drawings (as a ZIP file);
- A 12 Annex A 12 – Technical annexes – Status quo (as a ZIP file); and
- A 13 Annex A 13 – Contracting Entity's standards (as a ZIP file).



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- B Annex B hereto – binding wording of the draft contract for work (in the DOCX and PDF formats);
- The following annexes form an integral part of the binding wording of the draft contract for work:
- Annex 1 to the binding text of the draft contract for work – Technical requirements A1 to A13 hereof *[note: this Annex corresponds fully to Annex A to the Tender Documentation]*;
  - Annex 2 to the binding text of the draft contract for work - Technological solution to the performance of the public contract *[note: this Annex shall be prepared by the supplier as a part of its tender]*;
  - Annex 3 to the binding text of the draft contract for work – Template of the agreement on a uniform procedure in approving changes to the subject of the Work;
  - Annex 4 to the binding text of the draft contract for work – Guaranteed values filled-in by the Supplier;
  - Annex 5 to the binding text of the draft contract for work – Visiting Regulations ŠKODA AUTO, a.s. *[note: this Annex corresponds fully to Annex C to the Tender Documentation]*;
  - Annex 6 to the binding text of the draft contract for work – List of members of the implementation team;
  - Annex 7 to the binding text of the draft contract for work – Penalties relating to occupational safety and health protection;
  - Annex 8 to the binding text of the draft contract for work – Operating costs table for the purpose of evaluation of tenders within Tenders for Public Contract *[note: this Annex corresponds fully to Annex J to the Tender Documentation]*;
  - Annex 9 to the binding text of the draft contract for work - Price table *[note: this Annex corresponds fully to Annex K to the Tender Documentation]*;
- C Annex C hereto – Visiting Regulations ŠKODA AUTO, a.s. (in the PDF format);
- D Annex D hereto – Template of the specification of parts of the public contract that the supplier intends to subcontract and identification of subsuppliers, and a template of the declaration on the implementation of the public contract through own resources (in the DOCX and PDF formats);
- E Annex E hereto – Procedure in registration in the Volkswagen Group business platform and the procedure in obtaining an S-rating (in the PDF format);
- F Annex F hereto – Template of declaration of details for returning the security deposit (in the DOCX and PDF formats);
- G Annex G hereto – Template of the cover sheet of the tender (in the DOCX and PDF formats);
- H Annex H hereto – Template of the declaration on the basic eligibility and a template of the list of major deliveries (in the DOCX and PDF formats);
- I Annex I hereto – Specification of the areas of performance of the public contract for the purposes of proving technical qualifications (list of technicians or other professional staff) (in the DOCX and PDF formats);
- J Annex J hereto – Operating costs form for the purposes of evaluating the tenders (in the XLSX format);
- K Annex K hereto – Price table (in the XLSX format).



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- L Annex L hereto – The construction permit documentation (as a ZIP file);
- M Annex M hereto – The planning permit documentation (as a ZIP file); and
- N Annex N hereto – Template of declaration on the international sanctions and on the conflict of interests (in the DOCX and PDF formats).

All the above annexes to this Tender Documentation, as well as all the above annexes to the binding wording of the draft contract for work, form an integral part hereof, and thus of the tender specifications of the public contract.

In Prague on 15 July 2024

*[electronically signed]*  
for **ŠKO-ENERGO, s.r.o.**  
Mgr. Jan Turek, attorney-at-law, on the basis of a Power of Attorney