

PRAGUE EAST TERMINAL

Competitions terms and conditions. One-stage open architectural and urbanistic design competition.

SPRÁVA ŽELEZNIC, STÁTNÍ ORGANIZACE

ANNOUNCES

Pursuant to Act no. 134/2016 Sb., on Public Procurement, as amended ("PPA"), Act no. 183/2006 Sb., on Town Planning and the Building Code (the Building Act), as amended ("Building Act"), Act no. 360/1992 Sb., on the Profession of Certified Architects and on the Profession of Certified Construction Engineers and Technicians ("Act on Construction Professionals"), Competition Rules of the Czech Chamber of Architects from 24 April 1993, as amended ("Competition Rules"), and having regard to Sections 1772 through 1779 of Act no. 89/2012 Sb., the Civil Code, as amended,

ONE-STAGE OPEN ARCHITECTURAL AND URBANISTIC DESIGN COMPETITION PRAGUE EAST TERMINAL AND ISSUES THE FOLLOWING COMPETITION TERMS AND CONDITIONS FOR THIS PURPOSE.

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DEFINITIONS

CCA	Czech Chamber of Architects
Electronic Tool / Contracting Authority's Profile	https://zakazky.spravazeleznic.cz
Chief Designer	A contractor (or contractors, as the case may be) to be selected by the Contracting Authority in a separate procurement procedure (or procurement procedures, as the case may be), whose activities will involve design work relating to the relevant section of a high-speed railway track at the zoning documentation level and higher. The Selected Contractor will be contractually bound to cooperate with the Chief Designer.
Ensuing Contract	A public contract following up on the Competition and awarded pursuant to Section 65 PPA in a NPWP; a more precise definition of the Ensuing Contract is set out in clause 3.3 of the Competition Terms and Conditions
Competition Organizer	See clause 1.2 of the Competition Terms and Conditions
Examiners of Competition Entries	See clause 1.6 of the Competition Terms and Conditions
Competition Secretary	See clause 1.6 of the Competition Terms and Conditions
Contract	A draft of the contract for the performance of the Ensuing Contract which is attached to these Competition Terms and Conditions as annex P13
Competition	One-stage open architectural and urbanistic competition entitled "Prague East Terminal"
Competition Terms and Conditions	These Competition Terms and Conditions drawn up for the purposes of the Competition
Terminal	Prague East railway terminal
Selected Contractor	The contractor with whom the Contracting Authority concluded the Contract in the Procurement Procedure for the performance of the subject matter of the Ensuing Contract
Contracting Authority	See clause 1.1 of the Competition Terms and Conditions
Competition Brief	Annex P01 to the Competition Terms and Conditions
Procurement Procedure /NPWP	A procurement procedure in which the Ensuing Contract will be awarded

1. CONTRACTING AUTHORITY, JURY, INVITED EXPERTS AND BODIES SUPPORTING THE JURY

1.1. Contracting Authority

Name: **Správa železnic, státní organizace**
 Registered office: Dlážděná 1003/7
 ID no.: 709 94 234
 Tax ID no.: CZ 70994234

Contracting Authority's contact person: **Ing. arch. Matyáš Hron**
 Phone: +420 702 270 219
 Email: hronm@szdc.cz

1.2. Competition Organiser and a person charged by the Contracting Authority to communicate with the Competition participants

Název: **HAVEL & PARTNERS s.r.o., advokátní kancelář**
 Registered office: Na Florenci 2116/15, 110 00 Praha 1
 ID no.: 264 54 807
 Tax ID no.: CZ26454807

Contact: **Mgr. Kamila Kulhánková**
 Phone: +420 255 000 946
 E-mail: kamila.kulhankova@havelpartners.cz

1.3. Author of the Competition Terms and Conditions/ Competition Brief

Název: **Správa železnic, státní organizace**

Persons involved in drafting the Competition Terms and Conditions / Competition Brief on behalf of the Contracting Authority

Ing. arch. Matyáš Hron
 Mgr. Monika Kotasová
 Ing. Jan Janoušek

and

Name: **HAVEL & PARTNERS s.r.o., advokátní kancelář**
 Mgr. Kamila Kulhánková
 Phone: +420 255 000 946
 E-mail: kamila.kulhankova@havelpartners.cz

and

Name: **Ing. arch. Miroslav Vodák**
 Registered office: Zeyerova 13, 370 01 České Budějovice
 Phone: +420 732 418 591
 E-mail: cbarchitektura@gmail.com

1.4. Jury

1.4.1. Regular members of the jury – dependent members

1. Ing. Pavel Paidar



Správa železnic, státní organizace
 Directorate-General, Railway Modernisation Division,
 Department of Preparation of Construction Projects (O6)
 head of department

After graduating from the Czech Technical University in Prague he joined a construction company where he worked in various positions. Since 2006 he has been employed by Správa železnic, first by the division Construction Management - Pilsen and later by the division Construction Management – West where he was in charge of investment projects. Currently he is in the position of Head of the Department of Preparation of Construction Projects.

2. Ing. Marek Pinkava



Správa železnic, státní organizace
 Directorate-General, Autonomous
 Department for the Preparation of the HSR
 HSR project manager

He graduated from the Faculty of Transportation Sciences of the Czech Technical University, after graduation he worked as a designer of railway construction projects. Between 2013 – 2015 he was in charge of designing a reconstruction of the Česká Lípa railway hub as a chief engineer. Since 2015 he has been largely involved in high-speed railways (HSR) issues and led a team responsible for preparing a technical and operational study relating to a HSR. Currently he acts as a manager of the Prague – Brno – Ostrava/ Břeclav HSR project at Správa železnic.

3. Ing. Jiří Poběřežský



Municipality of Nehvizdy, mayor

Graduated from the University of Economics; for many years he worked in top-level positions in the financing and automotive industries. He is a supporter of the local development of the municipality of Nehvizdy where he has been living all his life. He is convinced that the construction of the terminal near Nehvizdy and the new railway connection will be certainly a great contribution to the development of the area. For the last 20 years he has acted as a president of the soccer club AFK Nehvizdy.

1.4.2. Substitute members of the jury – dependent members

1. Ing. arch. Pavel Andršt



Správa železnic, státní organizace GŘ,
 Directorate-General, Railway Modernisation Division,
 Department of Preparation of Construction Projects (O6)
 head of department

After graduating from the Czech Technical University in Prague he joined a construction company where he worked in various positions. Since 2006 he has been employed by Správa železnic, first by the division Construction Management - Pilsen and later by the division Construction Management – West where he was in charge of investment projects. Currently he is in the position of Head of the Department of Preparation of Construction Projects.

2. Ing. arch. Matyáš Hron Správa železnic, státní organizace GŘ,
Directorate-General, Autonomous Department for the
Preparation of the HSR
system specialist



He graduated from the Faculty of Architecture of the Czech Technical University; later he worked for several architectural studios. Currently he is a member of a team preparing architectural competitions for HSR projects at Správa železnic.

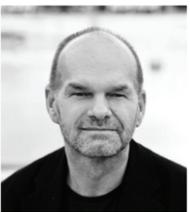
3. Vladimír Nekolný Municipality of Nehvizdy, councillor



A former long-serving mayor of the municipality of Nehvizdy, currently a councillor with a wealth of experience from the construction sector.

1.4.3. Regular members of the jury – independent members

1. Doc. Ing. arch. Antonín Novák architect, CCA authorisation no. 01884



He graduated from the Faculty of Architecture of the Technical University in Brno; after a one-year internship at the Holzbauer studio in Vienna in 1991 he founded a studio called Ateliér DRNH together with P. Valenta associating architecture enthusiasts whose projects are published in Czech and foreign magazines and awarded on a regular basis. For 14 years he lectured at the Faculty of Architecture of the Technical University and at the Faculty of Fine Arts and Architecture of the Technical University in Liberec. A member of the management board of Karel Komárek's Nadace Proměny foundation. He contributes to peer-reviewed journals, and has published the following books: Sloupky o architektuře (Articles on Architecture), Dům a Krajina (Houses and Landscape), Ročenka české architektury 2016-2017 (Czech Architecture Yearbook 2016-2017). A holder of the Architect of the Year 2013 award.

2. Ing. arch. Karel Hájek, Ph.D. architect, CCA authorisation no. 03146



He graduated from the Faculty of Architecture of the Czech Technical University. Currently he lectures at the Department of Architecture of the Faculty of Civil Engineering of the Czech Technical University in Prague. At the same time he is a freelance architect working for his own architectural studio called kARek. He focuses mainly on public space, multi-purpose public and transport construction projects. He actively participates in specialised exhibitions and conferences and has published a number of articles on architecture and urbanism. He is the author of studies entitled Soudobé architektonické a urbanistické trendy v navrhování intermodálních terminálů veřejné dopravy (Contemporary architectural and urbanistic trends in designing intermodal terminals for public transportation). His largest project so far is the architectural design for the reconstruction of the main railway station in Prague.

3. Ing. arch. Ing. Jiří Jand'ourek architect, CCA authorisation no. 04859



He graduated from the Faculty of Civil Engineering of the Technical University in Brno and the Faculty of Fine Arts and Architecture of the Technical University in Liberec where he acts as an assistant professor at the Department of Urbanism and currently writes his dissertation. In 2011 he led there an international studio called "A Vision for the City of Liberec". At the same time, he founded the architectural studio Atakarchitekti together with architect Jana Medílková. His hobbies include music and travel, discovering architecture. A public-spirited citizen.

4. Ing. arch. Petr Štefek architect, CCA authorisation no. A 03605



An architect with international experience in transportation sciences. He participated in the designing of the "Queen Alia" airport in Jordan, transport infrastructure systems in Asia, Africa and Europe. He also participated in the design of the underground railway Crossrail in London. He is the author of the "Fisher Street" building above one of the tunnel shafts inspired by the Prague cubist architecture. Recently he has drawn the attention of Londoners with his design of the "Regal House" for the Covent Garden Underground station which brings biodiversity back to city with its green façade. In his work he emphasises search for new ways in effort to achieve permanent sustainability by developing elements of a green infrastructure.

5. Ing. arch. Anna Švarc architect



She graduated from the Academy of Arts, Architecture and Design (UMPRUM) and the UdK in Berlin. Since 2011 she has worked for the Dutch OMA, Eva Jiřičná, Lifshutz Davison Sandilands and the Egret West Studio in London where she drafted a design manual for the London Underground. After returning to Prague she joined the Prague Institute of Urban Planning and Development (IPR). In the position of a metro architect she focuses on adjustments of designs for the new D line and the integration of artworks in the underground space. At the same time, she initiates aesthetical refurbishment of the existing stations in attempt to bring contemporary art to the public space of the metro. She performs pre-construction survey of the condition of original artworks and improves public awareness of the aesthetical qualities of architecture and art in the metro.

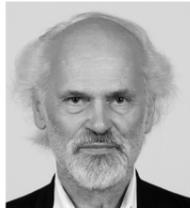
6. Ing. arch. Pavla Pannová architect, CCA authorisation no. 02986



She graduated from the Faculty of Architecture of the Technical University in Brno, and spent two years interning at the Kingston Polytechnic in London and the University of Leuven in Belgium (1991-1993). She has been a certified architect since 2001. She works as an architect, designer, she served two terms as a municipal architect of the city of Pardubice (1998-2002, 2013-2015), since October 2019 she has been heading the department of city planning and development of the Brno Town Hall. She is actively involved in the working group for competitions of the Czech Chamber of Architects.

1.4.4. Substitute members of the jury – independent members

1. doc. Ing. arch. Akad. arch. Jiří Klokočka architect



He was born and studied in Prague (Faculty of Architecture of the Czech Technical University and the Academy of Fine Arts). Since 1979 he has been living and working in Kortrijk, Belgium. In the Czech Republic he worked for 25 years (1986 – 2011) as a city planning and development urbanist. Between 2004 – 2016 he was a docent and head of the Department of Urbanistic Design at the Faculty of Architecture of the Catholic University Leuven (campuses Gent and Brussels). Since 2015 he has been lecturing at the Institute of Urbanism of the Faculty of Architecture of the Czech Technical University and at the same time until the last year he was lecturing also at the Faculty of Fine Arts and Architecture of the Technical University in Liberec. He dedicated his dissertation to research on the impact of multimodal transport hubs on urban structures.

2. Ing. arch. David Hlouch architect, CCA authorisation no. 04117



A freelance architect; during his university studies in 2005 he established his own practice focused primarily on commercial and residential buildings. After returning from a two-year internship in the USA in 2013 he joined the Czech Chamber of Architects where he acts as a member of the board of directors focusing in particular on legislation, digitalisation, urban development and architectural competitions. Since 2014 he has been actively politically involved, acting in the position of mayor of the municipality of Tehov (Prague East) but also largely at the regional level, dealing with issues of transport and local development.

Should during the Competition any person nominated as a regular member of the dependent part of the jury discontinue serving in their (public) office (while the service in such an office was the reason for their nomination as a regular member of the dependent part of the jury), the Contracting Authority may decide (taking into account the current stage of the Competition) to replace them with a new person that will serve in that (public) office. In case that no decision is made to replace the original regular member with a new person (according to the immediately preceding sentence), the released regular member of the jury will be substituted by a substitute from the dependent part of the jury until the end of the Competition.

1.5. Invited experts

- | | |
|---------------------------------|--|
| 1. Mgr. Monika Kotasová | Správa železnic, státní organizace,
Directorate-General, autonomous department for
the preparation of the HSR, system specialist |
| 2. Ing. Jan Janoušek | Správa železnic, státní organizace,
Directorate-General, autonomous department for
the preparation of the HSR (technical matters relat
ing to HSR and rail solutions) |
| 3. Šárka Mrázek Krátká | Správa železnic, státní organizace,
Directorate-General, O30 system specialist |
| 4. Ing. Lenka Žemličková, Ph.D. | Správa železnic, státní organizace GŘ,
Directorate-General, O23 system specialist |

- | | |
|----------------------|---|
| 5. Stanislav Skořepa | Mayor of the municipality of Jirny
invited expert due to his knowledge of the context
in the wider area concerned |
|----------------------|---|

During the Competition the jury may request the Contracting Authority to invite additional experts.

1.6. Bodies supporting the jury

- | | |
|-----------------------------------|--|
| Competition Secretary: | Ing. arch. Miroslav Vodák
mirek.vodak@nolimmat.com |
| Examiners of Competition Entries: | 1. Ing. Jiří Merta
mertaj@spravazeleznice.cz

2. Ing. Jiří Velebil
velebilj@spravazeleznice.cz |

2. SUBJECT MATTER OF THE COMPETITION AND THE COMPETITION BRIEF

2.1. Subject matter of the Competition

The subject-matter of the Competition consists in drawing up an architectural and urbanistic design for the purposes of future construction of a new railway terminal Prague East that will form a part of the first high-speed railway section in the Czech Republic. The Terminal will serve as a transfer hub between the HSR Prague - Brno and the HSR Prague - Hradec Králové and, at the same time, as a P+R point for Prague and Brno commuters.

A detailed description of the Competition specifications and subject-matter is given in the Competition Brief (annex **P01**). The concerned area is marked in annex **P03** to the Competition Terms and Conditions.

2.2. Estimated investment costs

The estimated investment costs for the construction of the project are **CZK 780,000,000 excluding VAT**.

2.3. CPV codes

For convenience, the Contracting Authority defines the subject matter of the Competition (and the Ensuing Contract) by means of the following CPV codes:

71000000-8 Architectural, construction, technical and inspection services;
71200000-0 Architectural and related services;
71320000-7 Technical designing;
71221000-3 Architectural services for buildings;
71242000-6 Preparation of designs and projects, cost estimation.

2.4. Competition Brief

- 2.4.1. Detailed specifications of the Competition for the participants are given in the Competition Brief which is attached to the Competition Terms and Conditions (**P01**).

2.4.2. The Contracting Authority requests compliance with the following binding requirements:

- The requirement to place the Terminal and related structures (the design part of the Competition – see annex **P01** to the Competition Terms and Conditions) within a corridor defined as per the Zoning Plan of the Municipality of Nehvizdy and further limited:
 - (a) on the northern side by a reserve for an expansion of a motorway in accordance with the Zoning Plan of the Municipality of Nehvizdy;
 - (b) on the western side by the axis of a railway siding;
 - (c) on the eastern side by the axis of road III/2455;
- the position of the track and platforms per annex **P03** to the Competition Terms and Conditions;
- the pass-through profile of the line and the protection zones per annex **P04** to the Competition Terms and Conditions.

2.4.3. If a Competition participant fails to comply with any requirement set out in clause 2.4.2 of the Competition Terms and Conditions (even one of them), the jury will eliminate such participant's entry from the evaluation and the Contracting Authority will disqualify that participant from participation in the Competition.

2.4.4. The Contracting Authority recommends that the following be respected:

- The building programme set out in annex **P02** to the Competition Terms and Conditions and the technical specification of interoperability of TSI in the part of wheelchair accessibility solution for structures (c.f. COMMISSION REGULATION (EU) No 1300/2014 of 18 November 2014 on the technical specifications for interoperability relating to accessibility of the Union's rail system for persons with disabilities and persons with reduced mobility; available at <https://eur-lex.europa.eu/eli/reg/2014/1300/oj>);
- The scope of the design part of the Competition as specified in annex **P01** to the Competition Terms and Conditions;
- The scope of the conceptual part of the Competition as specified in annex **P01** to the Competition Terms and Conditions.

2.4.5. The requirements set out in clause 2.4.4 of the Competition Terms and Conditions as well as other requirements of the Competition Brief (with the exception of requirement pursuant to clause 2.4.2 of the Competition Terms and Conditions) are recommendations in nature, and a failure to adhere to them cannot constitute grounds for eliminating a competition entry from evaluation and or for disqualifying a participant from the Competition. The quality and comprehensiveness of incorporation of these requirements in the competition entry will be a subject of evaluation by the jury based on criteria set out in clause 8 of the Competition Terms and Conditions.

2.4.6. The solution of aspects of the subject-matter of the Competition unspecified in the Competition Brief is left up to participants and their creativity.

3. TYPE AND PURPOSE OF THE COMPETITION, SPECIFICATIONS OF THE ENSUING CONTRACT

3.1. Type of the Competition

- 3.1.1. In accordance with the subject of the solution the Competition is announced as an architectural and urbanistic competition.
- 3.1.2. From the point of view of the participants, the Competition is announced as an open competition.
- 3.1.3. From the point of view of the number of stages announced, the Competition is announced as a one-stage competition.
- 3.1.4. In accordance with the intent of the solution, the Competition is announced as a project competition for a design of the future appearance of the Terminal; in relation to the solution of a wider area and the potential related development of a wider area the Competition is announced as conceptual.

For the avoidance of doubts the Contracting Authority advises that only the design part of the Competition is the subject matter of performance of the Ensuing Contract in the scope specified in clause 3.3 of the Competition Terms and Conditions.

- 3.1.5. The Competition is announced as anonymous.

3.2. Purpose and aim of the Competition

- 3.2.1. The purpose and aim of the Competition is to find and estimate the most suitable solution for the subject-matter of the Competition which will comply with the Contracting Authority's requirements contained in these Competition Terms and Conditions and in the materials for the Competition, and to select participants with whom the Contracting Authority will communicate in the Procurement Procedure relating to the Competition in accordance with the provisions of Section 143(2) and Section 65 PPA in connection with the award of the Ensuing Contract.

3.3. Specifications of the subject matter of the Ensuing Contract

- 3.3.1. Based on the result of the Competition the Contracting Authority intends to award the Ensuing Contract in the NPWP, with its subject matter being the preparation of **solely** the following service execution stages (SS) in drawing up project documentation in accordance with the standards of architect's services:

1. SS 1 – Preparation of project documentation
2. SS 2 – Finalising the competition entry (drawing up an architectural study)
3. SS 3 – Planning Permit Documentation
4. Assistance in performing author's supervision (see clause 3.3.2 of the Competition Terms and Conditions)

The selected contractor who will perform the subject matter of the Ensuing Contract thus will not be assigned to drafting any further levels of the project documentation (e.g. building permit documentation, as-built documentation, etc.).

As a part of a pilot project of a high-speed railway section in the Czech Republic with the

Terminal being its part the Chief Designer of the given high-speed railway section will be selected. The Selected Contractor who will perform the subject matter of the Ensuing Contract will be contractually bound to cooperate with the Chief Designer in performing the subject matter of the Ensuing Contract (for more details see annex **P13**).

3.3.2. The subject matter of the Ensuing Contract will also include cooperation of the Selected Contractor in selecting the contractor for the construction of the Terminal, and also consultation services consisting of:

- (i) cooperation with the Chief Designer in completing the individual levels of project documentation based on the project documentation completed by the Selected Contractor;
- (ii) expert consultations provided by the Selected Contractor to the Contracting Authority and/or via the Contracting Authority to the Chief Designer for the purpose of incorporating modifications and comments into the architectural study, zoning permit documentation and/or documentation drawn up by the Chief Designer;
- (iii) cooperation in performing author's supervision by the designer pursuant to Section 152(4) of the Building Act during the construction of the Terminal in respect of all parts of the structure that will, whether or not in conjunction with the subsequent levels of the project documentation prepared by the Chief Designer, be implemented on the basis of the project documentation drawn up by the Selected Contractor,

as those activities are specified in more detail in clause 5.2 of annex **P13**.

As part of providing the consultation activities, the Selected Contractor is authorised to perform author's supervision pursuant to Act no. 121/2000 Sb. on copyright, on rights related to copyright, and amending certain laws (the Copyright Act), as amended; this is without prejudice to article 3 of annex **P13**.

3.3.3. A more detailed definition of the subject matter of the Ensuing Contract follows from the Contract for the performance of the Ensuing Contract which is attached to these Competition Terms and Conditions as annex **P13**.

3.4. Award of the Ensuing Contract

3.4.1. In the Procurement Procedure relating to the Competition, the Contracting Authority will invite all participants whose competition entries were awarded a prize in the Competition:

- a) It will first invite a participant whose entry was awarded the first prize in the Competition to negotiate on the conclusion of the Contract; if the conclusion of the Contract is agreed upon in negotiations with that participant, the Procurement Procedure is terminated;
- b) If in the negotiations pursuant to letter (a) above the Contracting Authority and the participant fail to reach an agreement on the conclusion of the Contract, the Contracting Authority will invite the participant whose entry was awarded the second prize in the Competition to negotiate on the conclusion of the Contract; if the conclusion of the Contract is agreed upon in negotiations with that participant, the Procurement Procedure is terminated;
- c) If in the negotiations pursuant to letter (b) above the Contracting Authority and the participant fail to reach an agreement on the conclusion of the Contract, the Contracting Authority will invite the participant whose entry was awarded the third prize in the Competition to negotiate on the conclusion of the Contract; the Procurement

Procedure will be terminated thereafter regardless of whether or not the Contracting Authority reaches an agreement on the conclusion of the Contract with that participant.

3.5. Estimated value of the Ensuing Contract

3.5.1. The estimated value of the Ensuing Contract is **CZK 15,000,000 excl. VAT**.

3.5.2. The Contracting Authority advises that the estimated value of the Ensuing Contract equals the maximum amount of funds available to the contracting Authority for the implementation of the Ensuing Contract, and therefore in negotiations on the conclusion of the Contract the Contracting Authority will not be able to accept a bid from a participant offering a higher bid price.

The price bid for the performance of the Ensuing Contract will be determined in accordance with the requirements of Directive SŽ no. 20 for fixing and structuring investment costs while taking into account recommended prices as per <https://www.cka.cz/cs/pro-architekty/kalkulacky/kalkulacka>. By submitting a competition entry the Competition Participant declares that if invited, based on the Competition result, to participate in the negotiations on the conclusion of the Contract and to submit a price bid, the bid price for performance of the Ensuing Contract by that participant will be fixed in the manner stipulated in the previous sentence.

4. COMPETITION PARTICIPANTS

4.1. Conditions of participation in the Competition

4.1.1. Both individuals and legal entities may participate in the Design Competition or their companies that:

a) prove that none of the authors or co-authors of the competition entry and their co-workers listed in the competition entry, and in the case of a legal entity, none of the members of the statutory bodies:

1. participated directly in the preparation of the Competition Terms and Conditions, the Competition Brief, or any part thereof, and in the announcement of the results of the Competition;
2. are regular members or substitutes for the members of the jury, Examiners of Competition Entries or Invited Experts for this Competition;
3. are the spouse / registered partner, relatives, direct in-laws, permanent project partners, immediate superiors or colleagues of the persons specified under points 1 and 2 above, if they are listed in the Competition Terms and Conditions;
4. members of the Contracting Authority's governing bodies or employees of the office of the Contracting Authority or legal entities established by the Contracting Authority who participated in the negotiations and approval process of the Competition Terms and Conditions, the Competition Brief or will participate in the deliberation and approval process of the results of the Competition, and in negotiations on the conclusion of the Contract.

b) meet the basic qualification criteria pursuant to Section 74 PPA;

c) meet the professional qualification criteria pursuant to Section 77(1) PPA (i.e. are registered in the Commercial Register or other register)

This requirement does not apply to:

- individuals and their companies;
- legal entities having their registered office in a country where such registry is not required.

d) Submit a document pursuant to Section 77(2)(a) of the PPA proving that they are authorised to carry out business in the scope corresponding to the subject of the Competition, more precisely the relevant trading authorisation or licence, namely for the trade "Design Work in Construction".

The following persons are exempt from the obligation to submit this document:

- Persons who carry out their activities under the Act on Construction Professionals as freelance architects or freelance engineers;
- Individuals and legal entities having their registered office in a country where such licence is not required, and/or their associations;

e) submit a list of members of the implementation team who will participate in the preparation of the competition entry presented by the participant in the Competition and in the performance of the subject matter of the Ensuing Contract; the implementation team must include at least the following members:

Position designation in the participant's implementation team	Qualification requirements
Architect	<p>certified person pursuant to Section 4(2)(a) of the Act on Construction Professionals, or a certified person pursuant to Section 4(3) of the Act on Construction Professionals (holding a certification with general applicability), or a certified architect under the law of the country of which the architect is a national or in which it is based, i.e. required is CCA certification with general applicability (under numeric code A.0) or certification for architecture (under numeric code A.1), or a foreign equivalent (with the exception of cases in which such a certificate is not issued under the law of the country in which the architect is based);</p> <p>in the last 10 years prior to the commencement of the Competition the architect prepared or participated in the preparation of at least 2 architectural designs of a new building of civil amenities while in at least one case the estimated investment costs for the construction of the new building were equal to or exceeded CZK 100 million excl. VAT¹;</p>
Designer of building structures	<p>in the last 10 years prior to the commencement of the Competition the designer of building structures participated in at least 2 cases in the preparation of project documentation at least of the building permit documentation stage² for a design of a new building with the estimated investment costs for the construction of the new building of at least CZK 100 million excl. VAT (in each individual case)³;</p>

Designer of transport structures	<p>in the last 10 years prior to the commencement of the Competition the designer of transport structures participated in at least 2 cases in delivering a transport infrastructure solution associated with the design of a new building with the estimated investment costs for the construction of the new building of at least CZK 100 million excl. VAT (in each individual case)⁴.</p>
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4.1.2. The criterion that the above-stated reference services were provided in the last ten years is deemed fulfilled if the activities meeting the definition of a significant service were completed within this period to the required extent.

For the avoidance of doubts, the Contracting Authority states that the architectural study (a competition entry submitted by the participant in another design competition is not considered an architectural study) / project documentation / transport infrastructure solution are considered completed if accepted by the client who accepted them without any further objections. For the avoidance of doubts, the Contracting Authority further states that the architectural study / project documentation / transport infrastructure solution did not necessarily have to be followed by implementation of the construction of the building in relation to which such architectural study / project documentation / transport infrastructure solution was prepared.

4.1.3. A participant may prove compliance with the qualification criteria relating to the aforementioned requirement to submit for the respective members of the implementation team also references to such services that such a person provided:

- a) jointly with other suppliers to the extent to which that person alone participated in the fulfilment of the service, or
- b) as a subcontractor to the extent to which that person participated in the fulfilment of the service.

4.2. Proving compliance with conditions for participation in the Competition

4.2.1. For the purpose of proving compliance with the conditions for participation in the Com-

¹ For the purposes of converting investment costs from a foreign currency to CZK the participants should apply the foreign exchange rate fixed by the Czech National Bank on the date of commencement of the Design Competition (i.e. on the date of dispatch of a notice on the commencement of the Design Competition for publication pursuant to Section 212 PPA); foreign exchange market exchange rates are available at: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

²The services referred to by the designer need not include engineering services in obtaining a building permit; however, such services must involve drawing up project documents at least of the as-built documentation stage based on which an enforceable building permit was issued.

³For the purposes of converting investment costs from a foreign currency to CZK the participants should apply the foreign exchange rate fixed by the Czech National Bank on the date of commencement of the Design Competition (i.e. on the date of dispatch of a notice on the commencement of the Design Competition for publication pursuant to Section 212 PPA); foreign exchange market exchange rates are available at: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

⁴For the purposes of converting investment costs from a foreign currency to CZK the participants should apply the foreign exchange rate fixed by the Czech National Bank on the date of commencement of the Design Competition (i.e. on the date of dispatch of a notice on the commencement of the Design Competition for publication pursuant to Section 212 PPA); foreign exchange market exchange rates are available at: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

petition pursuant to clause 4.1.1 of the Competition Terms and Conditions it will suffice to submit a signed affidavit substantially in the form attached as annex **P12** to the Competition Terms and Conditions. In the Procurement Procedure / NPWP subsequent to the Competition, the conditions for participation in the form of qualification of the participant with whom the Procurement Procedure / NPWP will be conducted and who will be invited to submit a tender in the Procurement Procedure / NPWP will be verified again (in the same scope), and that participant will be obliged to submit to the Contracting Authority originals or certified copies of the relevant documents (c.f. clause 4.3.1 letters (b) through (e) of the Competition Terms and Conditions) prior to entering into the Contract with the Contracting Authority.

- 4.2.2. If several individuals submit a competition entry as a participant, each of these individuals must separately comply with the conditions set out in clause 4.1.1(a) and (b) of the Competition Terms and Conditions and submit an affidavit on compliance with these conditions (see annex **P12** to the Competition Terms and Conditions); compliance with other conditions will be proven by these natural persons jointly.
- 4.2.3. If several legal entities submit a competition entry as a participant, each of these legal entities must separately comply with the conditions set out in clause 4.1.1(a) through (c) of the Competition Terms and Conditions and submit an affidavit on compliance with these conditions (see annex **P12** to the Competition Terms and Conditions); compliance with other conditions will be proven by these legal entities jointly.
- 4.2.4. A foreign participant proves compliance with the conditions for participation in the Competition to the extent required by the law of the country in which that participant's registered office is situated.

4.3. Documents to be submitted prior to conclusion of the Contract

- 4.3.1. The Contracting Authority advises that a participant with whom the Contract should be concluded will be obliged to submit the following documents to the Contracting Authority before the conclusion of the Contract:
- a) an original or authenticated copy of an affidavit (see the sample as per annex P12 to the Competition Terms and Conditions) to prove compliance with the conditions for participation pursuant to clause 4.1.1(a) of the Competition Terms and Conditions;
 - b) originals or authenticated copies of the documents pursuant to Section 75(1) of the PPA to prove compliance with the conditions for participation pursuant to clause 4.1.1(b) of the Competition Terms and Conditions;
 - c) an original or authenticated copy of an extract from the Commercial Register or other similar register if other legal regulation requires an entry in such a registry to prove compliance with the conditions for participation pursuant to clause 4.1.1(c) of the Competition Terms and Conditions, and if the participant does not qualify for an exemption from such a requirement pursuant to clause 4.1.1(c) of the Competition Terms and Conditions;
 - d) an original or authenticated copy of a trade licence or an extract from the Trade Licensing Register for the trade "Design Work in Construction" to prove compliance with the conditions for participation pursuant to clause 4.1.1(d) of the Competition Terms and Conditions;

If the Contracting Authority negotiates on the conclusion of the Contract with a participant who does not hold a trade licence for the trade "Design Work in Construction" due to exemptions set out in clause 4.1.1(d) of the Competition Terms and Conditions such a participant is obliged to prove in the Procurement Procedure that they are a

person authorised to carry out selected activities in construction pursuant to Section 7(1)(b) and Section 30a of the Act on Construction Professionals or to prove that on the basis of a contractual relationship between a participant and a third party such a person has an implementation team for the purposes of performance of the Ensuing Contract whose member is a person holding an authorisation to carry out selected activities in construction in the Czech Republic.

- e) an original or authenticated copy of a CCA certificate (or its foreign equivalent) for an architect pursuant to clause 4.1.1(e) of the Competition Terms and Conditions to prove compliance with the conditions for participation pursuant to clause 4.1.1(e) of the Competition Terms and Conditions; this applies with the exception of cases in which under the law of the country in which the architect is based such document is not issued;
 - f) or, as appropriate, on the basis of the Contracting Authority's request, documents identifying the participant's beneficial owner (to the extent specified in such a request), assuming that:
 - the participant is a legal entity, and at the same time
 - the Contracting Authority is not able to obtain information on the participant's beneficial owner from the register of beneficial owners.
- 4.3.2. The Contracting Authority further advises that before the conclusion of the Contract a participant with whom the Contracting Authority should conclude the Contract, will be in addition obligated:
- a) To submit to the Contracting Authority a concluded, valid and effective professional liability insurance policy for damage caused to third parties as per clause 12.4 of annex **P13** – i.e. a professional liability insurance policy for damage caused to third parties with an insurance coverage limit of at least CZK 5,000,000 per insured event for the purpose of covering total potential damage caused to the Contracting Authority in connection with the performance of the Ensuing Contract;
 - b) To conclude with the Contracting Authority a confidentiality agreement regarding the HSR Design Manual for zoning permit documentation prepared by the Contracting Authority with the use of expertise, experience and know-how of SNCF International, a limited liability company, reg. no. 415 238 179 RCS, with its registered office at 2 place aux Etoiles, 93 200 Saint Denis, France (and other companies from the SNCF group) that will be provided to the Selected Contractor before the conclusion of the Contract for the purpose of finalising the competition entry. The confidentiality agreement is attached to these Competition Terms and Conditions as annex **P19**.

4.4. Consequences of a failure to comply with the conditions for participation in the Competition, explanation of the competition entry

- 4.4.1. The Contracting Authority is authorised to request a participant who submitted a competition entry to supplement or explain information or documents submitted to prove compliance with the conditions for participation pursuant to clause 4.1.1 of the Competition Terms and Conditions. The Contracting Authority may verify trustworthiness of the information or documents submitted as proof of compliance with the conditions for participation and may also obtain them by themselves similarly by applying the procedure pursuant to Section 39(5) of the PPA. The participant will be granted a reasonable time-limit by the Contracting Authority to explain or supplement the required information or documents.
- 4.4.2. If the participant fails to explain or supplement the required information or documents within the time-limit prescribed by the Contracting Authority to prove compliance with

the conditions pursuant to clause 4.1.1 and/or if the participant fails to satisfy this requirement to the full extent, the participant will be disqualified from participation in the Competition before the deliberations of the jury in evaluating the competition entries.

- 4.4.3. The Contracting Authority will disqualify a participant who fails to prove compliance with the conditions for participation pursuant to clause 4.1.1 of the Competition Terms and Conditions.
- 4.4.4. For the avoidance of doubts, the Contracting Authority states that the request pursuant to clause 4.4.1 will be communicated to the participant via the Contracting Authority's Profile by the person(s) authorised to verify fulfilment of the conditions for participation (clause 10.7 of the Competition Terms and Conditions) and by the administrator/operator of the Contracting Authority's Profile. These persons will not be involved in any manner whatsoever in the examination and evaluation of competition entries and/or deliberations of the jury so as not to compromise anonymity of participants of the Competition.
- 4.4.5. An entry eliminated from the Competition due to a failure of the participant who submitted it to comply with the conditions for participation in the Competition may, subject to the provisions of Article 10(7) of the Competition Rules, be evaluated outside the Competition and may be awarded a special prize.

5. COMPETITION TERMS AND CONDITIONS, MATERIALS FOR THE COMPETITION AND THEIR AVAILABILITY

5.1. Availability of the Competition Terms and Conditions and materials for the Competition

- 5.1.1. The Competition Terms and Conditions including all their annexes are available from the date of publication of a notice on the commencement of the Competition [the "design competition notice" form] at the Contracting Authority's profile at: <https://zakazky.spravazeleznic.cz> for the whole duration of the Competition.

5.2. Materials for the Competition

- 5.2.1. The Contracting Authority provides the participants with the following materials in the indicated formats:

- P01 Competition Brief (.pdf)
- P02 Building Programme (.pdf)
- P03 Area concerned (.dwg)
- P04 Profiles and sections (.dwg)
- P05 Maps (.dwg)
- P06 HSR documentation (.dwg)
- P07 Orthophotomap (.jpg)
- P08 Zoning plan (.pdf)
- P09 Geological survey (.pdf)
- P10 Photographs for map plotting (.jpg)
- P11 Sample – the panel and the text part (.indd/.pdf)
- P12 Sample – an affidavit on compliance with the conditions for participation (.docx)
- P13 Sample - Draft contract for the performance of the Ensuing Contract (.pdf)

- P14 Sample – non-binding bid price for the performance of the Ensuing Contract (.docx)
- P15 Sample – document labelled "Contact" (.docx)
- P16 Sample – participant's identification details / document labelled "Author" (.docx)
- P17 Balance table (.xlsx)
- P18 Instructions for the submission of a competition entry in electronic form (.pdf)
- P19 Confidentiality agreement (.pdf)

- 5.2.2. The Competition participants agree that they will use the materials only for deciding on participation in the Competition and for drawing up a competition entry.

5.3. Explanation of the Competition Terms and Conditions (questions)

- 5.3.1. The participants may submit requests for explanation of the Competition Terms and Conditions only in writing, via the Contracting Authority's profile no later than 17 days before the lapse of the time-limit for the submission of a competition entry (see clause 7.1.4 of the Competition Terms and Conditions).
- 5.3.2. The Contracting Authority will publish answers to participant's questions at the Contracting Authority's Profile, including the precise wording of the participant's question (without the participant's identification) no later than 14 days before the expiry of the deadline for submitting competition entries.
- 5.3.3. The Contracting Authority is authorised to publish explanations to the Competition Terms and Conditions even without the participant's request (i.e. on its own initiative). In such a case the Contracting Authority will publish such an explanation at the Contracting Authority's Profile.

5.4. Visit to the site

- 5.4.1. A visit to the project site will take place **on 21 September 2020 at 10:30 a.m. CET (Central European Time)**. The participants of the site visit will meet in front of the Nehvizdy Town Hall at Pražská 255, 250 81 Nehvizdy.

6. COMPETITION ENTRY

6.1. Content of the competition entry

- 6.1.1. The competition entry will contain the following mandatory items:

1. **Graphical part** of the competition entry (clause 6.2 of the Competition Terms and Conditions);
2. **Text part** of the competition entry (clause 6.3 of the Competition Terms and Conditions);
3. **Other parts** of the competition entry (clause 6.4 of the Competition Terms and Conditions).

6.2. Particulars of the content and organisation of the graphical part of the competition entry

- 6.2.1. The Contracting Authority **requests** that the participants submit the graphical part of competition entries on **5 panels** and **recommends** respecting (a) panel size B1, horizontally oriented, and (b) layout and content of the panels as indicated below:

Panel 1:	<ul style="list-style-type: none"> - Overall layout plan of the area concerned (in the recommended scale of 1:4000) - General annotation describing the basic idea of the proposal (recommended extent of approximately 1000 characters including spaces)
Panel 2:	<ul style="list-style-type: none"> - Overall layout plan of the Terminal, car park and bridge (in the recommended scale of 1:750)
Panel 3:	<ul style="list-style-type: none"> - A floor plan and a cross section of the Terminal with a platform, access to the platform, and the roofing structure (in the recommended scale of 1:250), orthogonal views, and the principle of solution for the car park and the bridge structure
Panel 4:	<ul style="list-style-type: none"> - Scheme of the passenger flow (in any form – such as plan view, cross section, axonometry, etc.) and other three-dimensional depiction of the design (a perspective image, axonometric view etc. showing the viewer's point), bird's eye view, sketches, charts and schemes
Panel 5:	<ul style="list-style-type: none"> - Visualisation of the design (by any graphical means): at least 2 three-dimensional images of the exteriors, at least 1 image of the interior, at least 1 image of the platform

6.2.2. The panels may contain any further depictions in addition to the scope set out in clause 6.2.1 of the Competition Terms and Conditions clarifying the proposed design; however, their use may not deteriorate the clarity of the depictions set out in clause 6.2.1 of the Competition Terms and Conditions and compromise the requirement to maintain anonymity of competition entries or reduce the required number of panels (5 panels).

6.2.3. The Contracting Authority points out that if the graphical part of a competition entry submitted by a participant contains more than 5 panels, only the first 5 panels will be presented to the jury for assessment and evaluation.

6.2.4. The Contracting Authority recommends submitting panels made of a light material for exhibition purposes – such as a Kapa board, Forex.

6.2.5. The Contracting Authority recommends organising the respective competition panels as per annex **P11**.

6.3. Content particulars and organisation of the text part

6.3.1. The Contracting Authority **requests** that the participants submit the text part of competition entries on a **maximum of 10 pages** and **recommends** respecting (a) A3 format, oriented horizontally, font Verdana, font size 10, and (b) the content of the text part as indicated below:

Text report:	<ul style="list-style-type: none"> - per annex P11, containing: - preview of panel 2; - an annotation of the competition entry (recommended length of approximately 1000 characters including spaces); - the text report itself containing a description of the selected: <ul style="list-style-type: none"> a) urbanistic and architectural solution; b) structural and material solution; c) layout and operational solution; d) technological and energy solution; e) solution for public space and landscape; f) transport infrastructure solution; g) conceptual solution.
Balance table:	<ul style="list-style-type: none"> - per annex P17 <p><i>Note: The Contracting Authority states that the participants are obliged to prepare their competition entries so that the anticipated investment expenses of the future construction do not exceed CZK 780,000,000 net of VAT.</i></p>
Non-binding bid price for the performance of the Ensuing Contract:	<ul style="list-style-type: none"> -- per annex P14 <p><i>Note: The Contracting Authority states that the anticipated value of the Ensuing Contract per clause 3.5.1 of the Competition Terms and Conditions constitutes the cap on financial resources the Contracting Authority has available for the execution of the Ensuing Contract, and while negotiating the Contract the Contracting Authority will be unable to accept from any participant an offer containing a higher bid price.</i></p>

6.3.2. The text part may further contain additional information and technical specifications of the entry by means of texts, sketches or schemes specifying more precisely the principle of the solution and the technical basis of the entry; however, a participant may not thereby compromise the requirement to maintain anonymity of competition entries or exceed the allowed maximum number of pages, to wit 10 pages of the text part.

6.3.3. The Contracting Authority points out that if the text part of a competition entry submitted by a participant contains more than 10 pages, only the first 10 pages of the text part will be presented to the jury for assessment and evaluation.

6.3.4. The Contracting Authority recommends that the text part of the competition entry be organised as per annex **P11**.

6.4. Other parts of the competition entry

6.4.1. Other parts of the competition entry (provided that the documents specified below will not be submitted to the competition jury before the jury adopts a final decision on the

selection of competitions entries to be awarded prizes) include:

An affidavit proving compliance with the conditions for participation:	- per annex P12
Document labelled "Contact":	- per annex P15
Document labelled "Author":	- per annex P16

6.5. Formal requisites for marking a competition entry

6.5.1. All parts of a competition entry specified in clause 6.1 of the Competition Terms and Conditions (the graphical part, text part as well as other parts of the competition entry pursuant to clause 6.4 of the Competition Terms and Conditions) will be marked as follows:

- a) with a frame sized 3 x 3 cm in the bottom right corner, in which the Competition Secretary will insert an identification number of the competition entry;
- b) in the middle of the bottom part marked with the text "**TERMINÁL PRAHA VÝCHOD/ PRAGUE EAST TERMINAL**";
- c) the graphical part of the competition entry will be further marked with a frame sized 3 x 3 cm in the bottom left corner into which the participant will insert the number of the respective part of the competition entry as per the sample in annex **P11**.

6.5.2. The above requirements for marking a competition entry and its parts are recommendations only; however, if a participant chooses a different form of marking, such form of marking must not worsen clarity of the competition entry or breach its required anonymity.

6.6. Conditions of anonymity of the competition entry

6.6.1. The competition entries will be presented anonymously. No part of the competition entry (with exceptions expressly stipulated in these Competition Terms and Conditions) may contain the participant's name and signature) or any other graphical sign that might cause identification of the participant and/or the author of the competition entry (if different from the participant) and thus breach the anonymity of competition entries.

6.7. Consequences of a failure to comply with the requirements for competition entries

6.7.1. The jury will eliminate from evaluation any competition entry that breaches the mandatory requirements concerning the content of the competition entry and/or that breaches the requirements for maintaining anonymity of competition entries, and the Contracting Authority will subsequently exclude from Competition the participant who submitted such competition entry.

If such competition entry contains extraordinary ideas, it may be, after competition entries have been ranked but prior to awarding prizes and rewards, awarded a special prize based on a decision of the jury adopted by at least a two-thirds majority of votes of regular jury members. However, a special prize may not be awarded in the manner described above to a competition entry eliminated due to breach of anonymity.

7. FORM OF SUBMITTING COMPETITION ENTRIES

7.1. Submitting competition entries in hard copy

7.1.1. The participant will submit the **graphical part of the competition entry** in hard copy (see clause 6.2 of the Competition Terms and Conditions).

7.1.2. A competition entry submitted in hard copy should be put by the participant, in the participant's own interest, in a hard and sealed case protecting the entry from damage and against opening and labelled "**DO NOT OPEN – COMPETITION ENTRY – TERMINÁL PRAHA VÝCHOD/ PRAGUE EAST TERMINAL**".

7.1.3. The requirements for the case are a mere recommendation. However, the Contracting Authority assumes no responsibility for any failure to deliver the competition entries to the place of submission of the competition entries and for the inability of the jury to assess any damaged competition entries.

7.1.4. The participant will submit the competition entry to the Contracting Authority in hard copy by the deadline for the submission of competition entries: 5:00 pm CET (Central European Time) on 20 November 2020.

7.1.5. Competition entries in hard copy must be delivered to the reception desk at the following address:

**HAVEL & PARTNERS s.r.o., advokátní kancelář
Na Florenci 15/2116, 7th floor
110 00 Prague 1
Czech Republic**

by the deadline under clause 7.1.4 on any business day from 9:00 am to 5:00 pm CET (Central European Time).

7.1.6. If a participant sends the part of the competition entry that is to be submitted in hard copy by mail or any other public mail service, the package must be labelled, due to the obligation to maintain anonymity of the sender, with the following address of the sender:

**Česká komora architektů (Czech Chamber of Architects)
Josefská 6
118 00 Prague 1 – Malá Strana**

If the competition entry is sent by mail or any other public mail service from outside of the Czech Republic, the participant will state, in order to preserve the sender's anonymity, the name and address of the professional association of which the participant is a member in the country of the sender or any other public organisation with which this method will be agreed upon.

7.1.7. The person accepting the competition entry submitted by the participant in hard copy will mark the competition entry with a serial number and the date and time of acceptance. In the case of personal delivery, the participant will be provided with a confirmation of receipt of the competition entry, including the date and time of acceptance.

7.2. Submitting competition entries in electronic form

7.2.1. The participants will submit their competition entries in electronic form via the Contracting Authority's Profile, in the scope specified below:

The participant will submit in electronic form:	Recommended methods of submitting individual parts of competition entries in electronic form:
The graphical part of the competition entry (see clause 6.2 of the Competition Terms and Conditions)	<ul style="list-style-type: none"> - in *.pdf format (1 file; annex P11) in resolution of 300 dpi, or in any other electronic form suitable for publishing the competition entry on the website or in the Competition's catalogue - in *.dwg format the drawings documentation of the competition entry (layout, floor plans and cross sections)
The text part of the competition entry (see clause 6.3 of the Competition Terms and Conditions)	<ul style="list-style-type: none"> - in *.pdf format (1 file; annex P11), and also - the text report in *.doc / *.docx format (1 file; annex P11) - balance table in *.xls / *.xlsx format (1 file; annex P17) - non-binding bid price for the performance of the Ensuing Contract in *.doc / *.docx format (1 file; annex P14)
Other parts of the competition entry (see clause 6.4 of the Competition Terms and Conditions)	<ul style="list-style-type: none"> - in *.pdf format (3 files; annexes P12, P15 and P16)

7.2.2. The participant will submit to the Contracting Authority the competition entry in electronic form by the deadline stipulated in clause 7.1.4 of the Competition Terms and Conditions, i.e. 5:00 pm CET (Central European Time) on 20 November 2020.

7.2.3. The Contracting Authority notifies the participants that, for the purposes of submitting the competition entries in electronic form, the participants must be registered in the Electronic Tool / Contracting Authority's Profile (see clause 5.1.1 of the Competition Terms and Conditions). At the same time, the Contracting Authority recommends (due to potential complications in submitting the competition entries in electronic form) that the participants should ensure that their competition entries be submitted in electronic form in sufficient time before the expiry of the deadline for submitting competition entries (see clause 7.1.4 of the Competition Terms and Conditions).

The Contracting Authority recommends that the procedure set out in annex P18 to the Competition Terms and Conditions be followed in respect of the submission of competition entries in electronic form.

7.3. Late, missing or contradictory submission of parts of a competition entry

7.3.1. A participant that submits the competition entry in hard copy (i.e. the graphical part to be submitted in hard copy) after the deadline under clause 7.1.4 of the Competition Terms and Conditions, or altogether fails to submit that part of the competition entry, will be excluded from the Competition by the Contracting Authority.

In the case of personal delivery, the Contracting Authority has the right not to accept such competition entry (i.e. the graphical part that is to be submitted in hard copy).

In case a part of the competition entry to be submitted in hard copy (i.e. the graphical part that is to be submitted in hard copy) is sent by mail or any other public delivery service, the participant should, in its own interest, ensure that the part of the competition entry to be submitted in hard copy is delivered to the address indicated in clause 7.1.5 within the deadline specified in clause 7.1.4 of the Competition Terms and Conditions.

7.3.2. In the event of any discrepancy between the graphical part submitted by the participant both in hard copy and in electronic form, the graphical part of the competition entry submitted in hard copy will prevail.

7.3.3. If a participant ensures timely submission of the graphical part of the competition entry in hard copy by the deadline under clause 7.1.4 of the Competition Terms and Conditions but, at the same time, fails to ensure timely submission of the graphical part of the competition in electronic form by the deadline under clause 7.2.2 of the Competition Terms and Conditions, such participant will not be excluded from participation in the Competition and the graphical part of that participant's competition entry in hard copy will be assessed. In such case, however, the graphical part of that participant's competition entry may not be published on the Contracting Authority's website, in the Competition catalogue etc.

7.3.4. If, on the other hand, a participant ensures timely submission of the graphical part of the competition entry in electronic form by the deadline under clause 7.2.2 of the Competition Terms and Conditions but, at the same time, fails to ensure timely submission of the graphical part of the competition entry in hard copy by the deadline under clause 7.1.4 of the Competition Terms and Conditions, such participant will be excluded from participation in the Competition. The Competition jury will always assess and evaluate only graphical parts of the competition entries submitted in hard copy.

7.3.5. If a participant ensures by the deadline under clause 7.2.2. of the Competitions Terms and Conditions electronic submission of individual parts of the competition entry in other than the recommended formats (see clause 7.2.1 of the Competition Terms and Conditions), the Contracting Authority may ask such participant via the Contracting Authority's Profile to submit the parts of the competition entry in recommended formats.

7.3.6. A participant who submits the document labelled "Author" that is to be submitted as an additional part of the competition entry (see clause 6.4 of the Competition Terms and Conditions) in electronic form after the expiry of the deadline under clause 7.2.2 of the Competition Terms and Conditions, or altogether fails to submit such part of the competition entry, will be excluded by the Contracting Authority from the Competition.

A participant who fails to electronically submit the other documents constituting additional parts of the competition entry by the deadline under clause 7.2.2 of the Competition Terms and Conditions, i.e. the document labelled "Contact" and the document labelled "Affidavit on compliance with the conditions for participation", may be asked by the Contracting Authority via the Contracting Authority's Profile to submit such missing parts.

8. COMPETITION ENTRY EVALUATION CRITERIA

8.1. Evaluation criteria

- 8.1.1. The criteria for the evaluation of the competition entries will be determined irrespective of the order of importance as follows:
- the overall quality of the urbanistic, architectural, structural, transport and landscaping solution of the competition entry;
 - the economic reasonability of the construction design in terms of investment costs.
- 8.1.2. The evaluation criterion "Overall quality of the architectural and urbanistic solution of the competition entry" will assess the architectural concept, the structural, transport and the landscaping solutions based on the expertise and experience of the jury.
- 8.1.3. According to the evaluation criterion "Economic reasonability of the construction design in terms of investment costs", the entries must respect the Contracting Authority's financial limits not only in the maximum projected amount of the investment costs of CZK 780,000,000 net of VAT, but also, to a reasonable extent, future operating costs, i.e. in the logical and efficient operating arrangement, reasonable costs of energy and utilities as well as cleaning and maintenance relating to the proposed solution.
- 8.1.4. The rate of compliance with the evaluation criteria by individual proposals that cannot be expressed quantitatively will be assessed by the jury based on the experience and expertise of its individual members. This form of assessing the competition entries is at the sole discretion of the jury and the participants in the Competition accept this form of evaluation by participating in the Competition in accordance with clause 13.3.2.
- 8.1.5. Under Article 8(9) of the Competition Rules of the CCA, where required by the nature of the competition entries submitted, the jury may invite experts subject to the prior consent of the Contracting Authority. The experts will continue to participate in such meetings of the jury to which they were invited but will only have a consultative vote.

9. PRIZES, REWARDS AND REIMBURSEMENT OF COSTS ASSOCIATED WITH PARTICIPATION IN THE COMPETITION

9.1. Total amount assigned to the prizes and rewards in the Competition

- 9.1.1. The total amount assigned to the prizes and rewards in the Competition is determined at CZK **3,000,000** (in words: three million Czech crowns).

9.2. Prizes

- 9.2.1. The first prize is determined at CZK **1,200,000** (in words: one million two hundred thousand Czech crowns).
- 9.2.2. The second prize is determined at CZK **700,000** (in words: seven hundred thousand Czech crowns).
- 9.2.3. The third prize is determined at CZK **500,000** (in words: five hundred thousand Czech crowns).

9.3. Inclusion of a prize in the fee for the Ensuing Contract

- 9.1.1. The paid prize will be included in the total fee for the performance of the Ensuing Contract if the Contracting Authority and the prize-winning participant enter into the Contract for a fair market fee.

9.4. Rewards

- 9.4.1. The Contracting Authority will distribute a reward totalling up to CZK **600,000** (in words: six hundred thousand Czech crowns) among those participants whose competition entries are not awarded but bring remarkable individual ideas and solutions based on a decision of the jury.

9.5. Reimbursement of costs associated with participation in the Competition

- 9.5.1. The Contracting Authority will not provide any reimbursements for costs associated with the participation in the Competition.

9.6. Conditions for a decision (if any) regarding a different distribution of the prizes, or a decision not to award some prizes

- 9.6.1. Subject to the conditions set out in Article 10(8) and Article 12(2) of the Competition Rules of the CCA, the jury may decide, on an exceptional basis, not to award some of the prizes and not to distribute the allocated amounts, or to distribute them otherwise. In special cases, the jury may decide to distribute the total amount in a different proportion to individual prizes. This decision must be substantiated by the jury in detail in the record of the course of the Competition, together with the records of the vote taken by the regular members of the jury.

9.7. Taxation of the prizes and rewards awarded in the Competition

- 9.7.1. The prizes awarded in the Competition to individuals–non-entrepreneurs will be reduced by 15% income tax in accordance with Section 36(2)(l) of Act No. 586/1992 Sb., on Income Taxes, as amended. The tax will be paid by the Contracting Authority to the tax administrator under Act No. 280/2009 Sb., Tax Code, as amended.
- 9.7.2. The prizes awarded in the Competition to legal entities and individuals–entrepreneurs will be paid in full in accordance with Act No. 586/1992 Sb., on Income Taxes, as amended. The prize will be taxed by the legal entity or the individual–entrepreneur in their annual tax return.
- 9.7.3. The prizes and reimbursements for costs awarded to participants not subject to tax in the Czech Republic will be paid in full. The income tax will be paid by the participants in compliance with the laws valid and effective at the place of their tax domicile.

10. COURSE OF THE COMPETITION

10.1. Discussion of the Competition Terms and Conditions prior to the announcement of the Competition; adoption of the Competition Terms and Conditions

- 10.1.1. The Competition Terms and Conditions were discussed by the Competition jury at its constitutive session on 27 July 2020 and subsequently approved by per rollam vote as of 12 August 2020 and subsequently also as of 4 September 2020. The written confirmation of approval is available at the Contracting Authority.
- 10.1.2. The Competition Terms and Conditions were adopted and approved by the Competition

Authority on 4 September 2020.

- 10.1.3. The CCA issued a confirmation of regularity with respect to the Competition Terms and Conditions on 4 September 2020 by means of letter ref. no. 602-2020/DM/Ze.

10.2. Commencement of the Competition

- 10.2.1. The Competition commences on the date of sending the notice of Competition for publication in the manner envisaged in Section 212 PPA to the Public Procurement Bulletin (<http://www.isvz.cz>) and to the Official Journal of the European Union (<http://ted.europa.eu>).
- 10.2.2. The Competition Terms and Conditions are available on the Contracting Authority's Profile from the date of publication of the notice of commencement of the Competition (see clause 5.1.1 of the Competition Terms and Conditions).

10.3. Site visit

- 10.3.1. See clause 5.4.1 of the Competition Terms and Conditions.

10.4. Explanation of the Competition Terms and Conditions (questions)

- 10.4.1. See clause 5.3 of the Competition Terms and Conditions.

10.5. Submitting competition entries

- 10.5.1. See clause 7 of the Competition Terms and Conditions.
- 10.5.2. A competition entry submitted in electronic form will be opened via the Electronic Tool by persons of the Competition Organizer authorised to do so, provided that those persons will not attend meetings of the jury and will, prior to undertaking their activity, sign a non-disclosure affidavit regarding the facts and information they have learned in connection with the performance of their activity in relation to the Competition. Those persons will ensure that the Competition Secretary and the Examiners of Competition Entries will only receive those parts of each of the competition entries submitted electronically by the participants that can in no event breach the principle of anonymity of the competition entry (in particular, they will not grant the Competition Secretary and the Examiners of Competition Entries access to any documents constituting additional parts of the competition entry – see clause 6.4 of the Competition Terms and Conditions, until the final decision of the jury regarding awards for competition entries).

10.6. Examination of competition entries

- 10.6.1. The competition entries will be examined by the Competition Secretary and the Examiners of Competition Entries immediately after expiry of the deadline for the submission of competition entries.
- 10.6.2. After unsealing the competition entries submitted in hard-copy form (the graphical part), the Competition Secretary will mark individual parts of the competition entry with a number under which the entries will be examined and evaluated. Upon the decision of the jury or the Contracting Authority, the numbers of the competition entries may be changed, in any case not later than the commencement of evaluation of the competition entries. The Competition Secretary will ensure that the same numeric designation will also be assigned to any other or additional parts of the competition entry of the same participant subsequently submitted to the jury for examination and evaluation.
- 10.6.3. The Examiners of Competition Entries and the Competition Secretary will draw up a re-

port concerning the examination of the competition entries and will submit it to the jury and attach it to the record of the course of the Competition.

10.7. Verification of fulfilment of conditions for participation in the Competition

- 10.7.1. The person(s) authorised by the Contracting Authority and by the Examiner of Competition Entries, who will not be involved in any manner whatsoever in examining and/or evaluating the competition entries and will not attend meetings of the jury, will verify the fulfilment of conditions for participation in the Competition by individual participants of the Competition under clause 4 of the Competition Terms and Conditions prior to the evaluation session of the jury. Information on the performance and result of the verification of the fulfilment of conditions for participation in the Competition (in anonymised form) will be provided by those persons to the Competition Secretary in writing for the purpose of the jury's evaluation session.

10.8. Evaluation session of the jury

- 10.8.1. The date of the session of the jury to evaluate the competition entries is preliminarily set to occur in the week of 7 December – 13 December 2020. Any change of the date of the evaluation session of the jury will be published in the course of the Competition in the manner described in clause 5.3.3 of the Competition Terms and Conditions.

10.9. Record of the course of the Competition

- 10.9.1. The Competition Secretary or, as the case may be, another person authorised by the chairman of the jury will prepare minutes of all sessions and meetings of the jury. The correctness of record of the course of the competition will be authenticated by the signatures of all jury members and the minute taker.
- 10.9.2. The record of the course of the Competition will include, among others:
- minutes of all sessions and meetings of the jury including the voting record;
 - report regarding explanations of the Competition Terms and Conditions and underlying documentation provided during the term for submitting the entries;
 - report of receipt and examination of the entries;
 - recommendations to the Contracting Authority regarding elimination of participants from the Competition;
 - list of all assessed and evaluated competition entries;
 - record of the evaluation procedure of competition entries including the voting record;
 - written evaluation of all competition entries;
 - statement of the jury regarding the selection of the most suitable competition entries, determination of the standings of the competition entries, distribution of prizes with substantiation, and other recommendations of the jury;
 - attendance lists from individual sessions and meetings of the jury.
- 10.9.3. Different opinions of jury members may be recorded in the record of the course of the Competition if the members concerned expressly request so.

10.10. Decision on the selection of the most suitable competition entry, and notification thereof

- 10.10.1. In selecting the most suitable competition entry, the Contracting Authority is bound by the standpoint of the jury.

10.10.2. The Contracting Authority will adopt the decision regarding the selection of the most suitable design within 90 days after the jury issues its standpoint.

10.10.3. The Contracting Authority may make a decision to re-evaluate the competition entries for the reasons specified in Section 148(7) PPA and in Article 11(1) of the Competition Rules.

10.10.4. The Contracting Authority will announce the result of the Competition and the selected competition entries on the Contracting Authority's Profile within 10 business days after the adoption of the final decision regarding the selection of the most suitable competition entries. The announcement will be accompanied by a record of course of the Competition.

10.10.5. The result of the Competition will be published by the Contracting Authority after the announcement of the decision regarding the selection of the most suitable competition entries also by other means – via the Contracting Authority's website, via the CCA's website.

10.11. Granting access to competition entries

10.11.1. A fifteen-day period for granting access to competition entries will start running on the date of publication of the result of the Competition and of the record of the course of the Competition.

10.12. Conclusion of the Competition; Cancellation of the Competition

10.12.1. The Competition will be concluded on the day:

- a) when the deadline for the submission of objections against the selected competition entry expires for all participant pursuant to Section 241 et seq. PPA and Article 13 of the Competition Rules, insofar as no objections have been submitted;
- b) in case objections have been submitted, when the deadline for the submission of a petition to the Czech Office for the Protection of Competition for the commencement of procedure to review the Contracting Authority's steps expires pursuant to Section 251(2) and (3) PPA, insofar as the petition has not been submitted;
- c) in case the petition has been submitted pursuant to Section 251 PPA, when a decision to stay the administrative proceeding or a decision dismissing the petition enters into legal force.

10.12.2. The Contracting Authority has the right to cancel the Competition before the jury adopts a final decision. In such case, the Contracting Authority is obliged to pay to every participant who demonstrates that that they have started working on, or finished working on, a competition entry compensation for cancellation of the Competition in an amount equal to pro rata part of the total amount designated for prizes, but not exceeding CZK 300,000. Participant will demonstrate that they have started working on a competition entry by delivering their competition entry in a digital form (in the formats in which the participant was preparing them), via the Electronic Tool, within 15 days of the date of publication of cancellation of the Competition. The Contracting Authority will pay the compensation on the basis of the jury's standpoint regarding the level of work in progress on individual competition entries, within 60 days of publication of cancellation of the Competition.

10.13. Payment of prizes associated with participation in the Competition

10.13.1. Prizes will be paid out to award-winning participants within 50 days of the date of the decision regarding the selection of the most suitable competition entry, or within one

week of the date of issuance of an arbitral award if arbitration was initiated.

10.14. Public exhibition of competition entries

10.14.1. A public display of competition entries will commence not later than three months after publication of the notification of the decision regarding the selection of the most suitable competition entries.

11. DISPUTE RESOLUTION

11.1. Objections

11.1.1. Participants of the Design Competition may raise objections against any steps of the Contracting Authority taken within the Competition in accordance with Part Thirteen of the PPA.

11.1.2. Each participant in the Competition may raise substantiated objections with the Contracting Authority against the formal procedure of the jury within 15 days of the date of delivery of the decision on exclusion from the Competition and within 15 days of the date of delivery of the decision on the selection of the most suitable competition entry.

11.1.3. A participant (hereinafter "complainant") will raise their objections in writing and must state who raises the objections, against which act of the jury or the Contracting Authority they raise the objections, where they see the breach of the Competition Terms and Conditions, and what the complainant is seeking.

11.1.4. The Contracting Authority will consider the objections in the full extent and will, within 15 days after receiving the objections, send the complainant a written decision whether the Contracting Authority upholds the objections or not, stating the reason. If the Contracting Authority upholds the objections, in its decision it will state the remedy and announce that fact to all participants in the Competition. If the Contracting Authority does not uphold the objections, it will inform the complainant in a written notice about the possibility to file a motion to commence arbitration proceedings with the chairman of the CCA Professional Court and/or a motion to commence proceedings to review the steps of the Contracting Authority with the Office for the Protection of Competition.

11.2. Motion to commence proceedings to review the steps of the Contracting Authority

11.2.1. The motion must be delivered to the Office for the Protection of Competition and the Contracting Authority within 10 days of delivery of the Contracting Authority's decision regarding the objections, or within 25 days of sending the objections if the Contracting Authority has not adopted any decision on such objections.

11.2.2. Requisites of the motion to commence proceedings to review the steps of the Contracting Authority and of further procedure of the complainant shall be governed by Section 249 et seq. PPA.

11.3. Motion to commence arbitration proceedings filed with the chairman of the CCA Professional Court

11.3.1. The motion must be delivered to the chairman of the CCA Professional Court not later than five business days of delivery of the Contracting Authority's decision regarding the objections. The dispute will then be resolved in accordance with the arbitration rules set out in the Disciplinary and Conciliation Rules.

- 11.3.2. Admission of the motion to commence arbitration proceedings is conditional on payment of an arbitration fee pursuant to Section 102 of the Disciplinary and Conciliation Rules.
- 11.3.3. The subject matter of the arbitration proceedings must not entail the jury's decision regarding the results of evaluation of the participants of the Competition and/or decision regarding the distribution and the amount of prizes and rewards, unless such decisions were made in direct connection with a serious breach of formal procedure of the jury stipulated in the Competition Rules and Conditions.
- 11.3.4. An arbitral award shall be final.

12. COPYRIGHT

12.1. 12.1. Safeguarding the protection of copyrights in and to the competition entry in relation between the participant and the author

- 12.1.1. The participant will demonstrate the safeguarding of the protection of copyrights in and to the competition entry by producing the below-specified documents as part of the document labelled "Author" (see clause 6.4.1 of the Competition Terms and Conditions and per annex P16) with respect to each of the following situations:
- if the author is a participant of the Competition, an affidavit of the author to the effect that the author is a participant of the Competition;
 - if the author is an employee of a participant of the Competition, an affidavit of the author to the effect that the author is an employee of a participant of the Competition;
 - if the author is a director or shareholder of a participant (in case the participant is a legal entity), an affidavit of the author to the effect that the author is a director or shareholder of a participant of the Competition;
 - if the author is a subcontractor of a participant of the Competition, a licence agreement governing the settlement of copyrights between the author and the participant of the Competition;
 - if the participant comprises multiple natural persons or legal entities who jointly form a partnership and simultaneously are the author, a licence agreement governing the settlement of copyrights between or among the authors of the competition entry.
- 12.1.2. If the licence agreement governs the settlement of copyrights so that its content covers more than one of the above-mentioned alternatives of relations between authors and the participant of the Competition, it is sufficient to produce such a summary licence agreement without it being necessary to produce a separate licence agreement for each of such alternatives so covered.

12.2. Safeguarding the protection of copyrights in and to the competition entry in relation between the participant and the Contracting Authority

- 12.2.1. Authors of competition entries are holders of moral rights within the meaning of Section 2 of Act no. 121/2000 Sb. on copyright and rights related to copyright and on amendment to certain acts, as amended. The authors will retain their copyrights, may publish their competition entries, and may reuse them on other occasions.
- 12.2.2. By submitting their competition entries, participants expressly agree to free-of-charge reproduction and display of their competition entries for the purposes of promoting the

Competition and its results, as well as for the purposes of promoting the construction of high-speed railway tracks in the Czech Republic.

- 12.2.3. Award-winning competition entries become the Contracting Authority's property. Authors of such competition entries grant the Contracting Authority their consent to use their copyrighted work for the purposes of this Competition. Any use of competition entries or their parts for purposes other than those specified in these Competition Terms and Conditions is subject to the express consent of the authors.
- 12.2.4. Non-award-winning competition entries will be returned to their respective authors upon request after the end of the exhibition. The Contracting Authority reserves the right to retain and archive any uncollected non-award-winning competition entries for 1 year from conclusion of the Competition, and then deal with them as the Contracting Authority will deem fit.

13. MISCELLANEOUS CONDITIONS

13.1. Language of the Competition

- 13.1.1. The Contracting Authority publishes the Competition Terms and Conditions and selected parts of the underlying materials in Czech and in English. In the event of any discrepancies between the two language versions, the Czech version of the Competition Terms and Conditions and underlying materials will prevail. The Competition will be conducted in Czech and English. For the avoidance of doubt, the Contracting Authority states that Slovak language is equivalent to the Czech language in this particular case.
- 13.1.2. All parts of the competition entry must be produced as follows:
- graphical part in Czech, or in English with a translation into Czech;
 - text part in Czech, or in English with a translation into Czech (in the latter case, the limit of 10 pages of the text part per clause 6.3.1 of the Competition Terms and Conditions will only apply to the Czech part of the text report);
 - other parts of the competition entry (see clause 6.4.1 of the Competition Terms and Conditions) in Czech, or in English with a translation into Czech.

If a competition entry is submitted in the English language with a translation into Czech, the Czech version will prevail in the event of any discrepancies between the Czech and the English language versions. For the avoidance of doubt, the Contracting Authority states that Slovak language is equivalent to the Czech language in this particular case.

13.2. Governing law

- 13.2.1. The Competition will be conducted in compliance with Czech law.

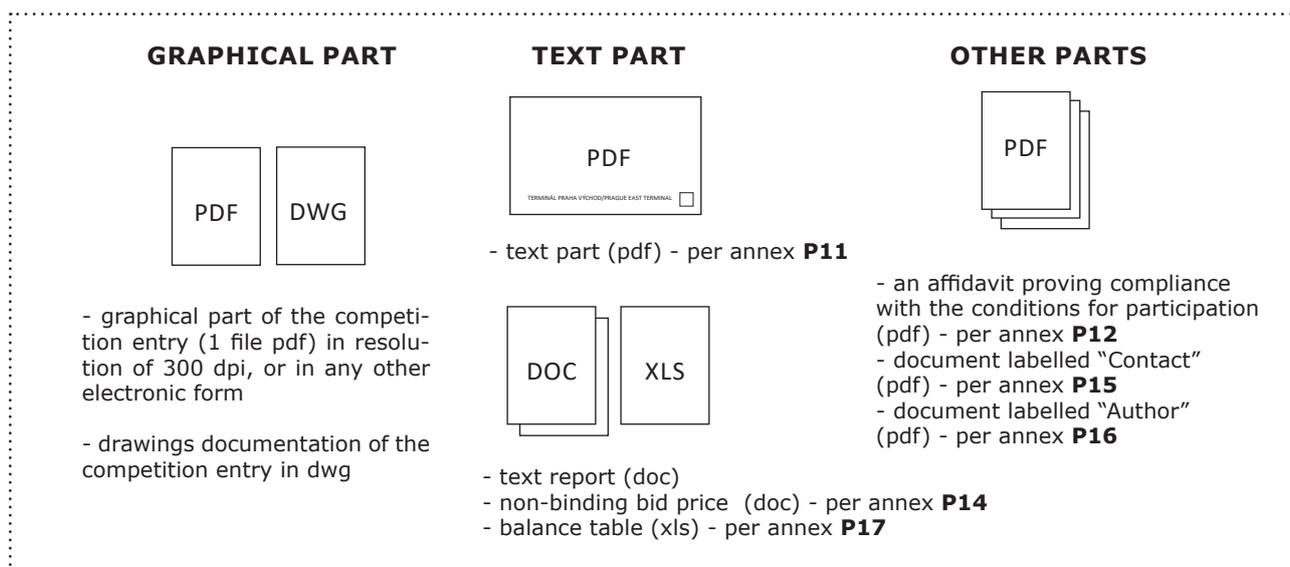
13.3. Clause of acceptance of the Competition Terms and Conditions

- 13.3.1. By their participation in the Competition, the Contracting Authority, the Competition Organiser, the Competition Secretary, the Examiners of Competition Entries, jurors and invited experts acknowledge and confirm that they are conversant with all terms and conditions of the Competition and agree to be bound by and to honour these Competition Terms and Conditions.
- 13.3.2. By submitting their competition entries, participants expressly accept all terms and conditions of the Competition and decisions of the jury made under and in accordance with these Competition Terms and Conditions.

FORM OF SUBMITTING COMPETITION ENTRIES

The participant will submit the competition entry in electronic form via the Contracting Authority's Profile in electronic form by the deadline for the submission of competition entries: 5:00 pm CET (Central European Time) on 20 November 2020.

<https://zakazky.spravazeleznice.cz>



The participant will submit the competition entry to the Contracting Authority in hard copy by the deadline for the submission of competition entries: 5:00 pm CET (Central European Time) on 20 November 2020.

HAVEL & PARTNERS s.r.o., advokátní kancelář
Na Florenci 15/2116, 110 00 Praha 1, Česká republika

The package must be labelled, due to the obligation to maintain anonymity of the sender, with the following address of the sender: Česká komora architektů: Kancelář ČKA Josefská 34/6 118 00 Praha 1

If the competition entry is sent by mail or any other public mail service from outside of the Czech Republic, the participant will state, in order to preserve the sender's anonymity, the name and address of the professional association of which the participant is a member in the country of the sender or any other public organisation with which this method will be agreed upon.

