

EXPLANATION OF THE COMPETITION TERMS AND CONDITIONS NO. 23

Správa železnic, státní organizace, with its registered office at Dlážděná 1003/7, Prague 1, Postcode 110 00, Czech Republic, ID No.: 709 94 234 (the "**Contracting Authority**"), commenced a procurement procedure regarding the design competition entitled "**Správa železnic Headquarters**", published in the Tenders Electronic Journal under registration no. Z2020-034118 (the "**Competition**"). The Competition has been announced as an open design competition pursuant to Section 145 of Act No. 134/2016 Sb., on Public Procurement, as amended (the "**PPA**").

The Contracting Authority has received a written request for explanation of the Competition Terms and Conditions pursuant to Section 144(2) of the PPA from a prospective participant interested in participating in the Competition. The Contracting Authority hereby provides an explanation of the Competition Terms and Conditions in both Czech and English languages including the exact wording of the request for explanation of the Competition Terms and Conditions, without identification details of the prospective participant who has requested the explanation.

	<i>Request of the participant where the explanation was provided based on a request for explanation</i>	<i>Explanation of the Contracting Authority</i>
1.	<p><i>Original request:</i></p> <p>We are a foreign architectural firm without building structure engineer in the company. Can we participate only as Architect and keeping the Structural Engineering Consultant as the rest of the consultants? Is it mandatory to partner with a structural engineering consultant and form as a team for submission? If we won the competition, do we need to set up a Joint Venue with the Structural Engineering Consultant to sign the contract?</p>	<p>In response to the participant's question the Contracting Authority states the following:</p> <p>Under clause 4.1.1. (e) of the Competition Terms and Conditions to comply with the conditions for participation in the Competition a participant must prove that the participant has an implementation team that is comprised of an Architect and a Building Structure Designer (these persons must comply with the conditions set out in clauses 4.1.1.(e)(1) and (2) of the Competition Terms and Conditions.</p> <p>It is expressly set out in the opening part of clause 4.1.1.(e) of the Competition Terms and Conditions that these persons (Architect and Building Structure Designer) must participate in the preparation of the competition entry and, if awarded the Contract, also in the performance of the Ensuing Contract.</p> <p>Therefore, with reference to the Competition Terms and Conditions the Contracting Authority states that without the Building Structure</p>

	<p>Designer participation in the competition is not possible. The participant thus would not be able to prove compliance with the conditions for participation in the competition.</p> <p>At the same time, with reference to the Competition Terms and Conditions, the Contracting Authority confirms that it is necessary to engage a Building Structure Designer and that inclusion of a Building Structure designer in the implementation team for the purposes of submitting a competition entry is necessary and mandatory.</p> <p>It is at the participant's discretion to choose a form of commercial cooperation with the Building Structure Designer; the participant can e.g. form a company with the Building Structure Designer (a joint venture) or can include the Building Structure Designer in their implementation team as a subcontractor. The Contracting Authority does not prescribe any particular form of commercial cooperation.</p> <p>Nevertheless, the Contracting Authority points out that as stated in instructions relating to P18 (the document entitled "Author"), if the participant is requested to conclude a contract for the performance of the public contract ensuing from the Competition the person of the participant cannot change. In the NPWP (negotiating procedure without publication), in which the Contracting Authority will award this public contract, the Contracting Authority will thus deal only with the person that is expressly identified in P18 (the document entitled "Author") as the participant.</p> <p>Please pay attention also to other answers of the Contracting Authority in this set of additional information in which the Contracting Authority points out the engagement of a Building Structure Designer that may</p>
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		<p>be possibly a member of implementation teams of several participants.</p>
<p>2.</p>	<p><i>Original request:</i></p> <p>Is there any exclusivity for design team? Would it be possible for a Structural Engineering consultant / local architect to participate in multiple Design Teams?</p>	<p>The Contracting Authority did not prohibit (and cannot prohibit) the Building Structure Designer (or a local architect) from being a member of implementation teams of several participants.</p> <p>However, the Contracting Authority would like to draw your attention to two important facts:</p> <p>1) The Building Structure designer must always participate in the preparation of the participant's competition entry.</p> <p>It is expressly set out in the opening part of clause 4.1.1.(e) of the Competition Terms and Conditions that these persons (Architect and Building Structure Designer) must participate in the preparation of the competition entry and, if concluding the Contract, also in the performance of the Ensuing Contract.</p> <p>Thus, it is up to the participant whether or not they will work with a Building Structure Designer who is at the same time a member of another potential participant's team in preparing the competition entry.</p> <p>2) If the Building Structure Designer participates in implementation teams of several Competition participants, such designer may not act in the Competition as a direct participant (or even as a member of a partnership submitting a competition entry), but rather always only as the participant's sub-contractor. In the opposite case legal rules governing the Competition procedure could be breached.</p>

<p>3.</p>	<p><i>Original request:</i></p> <p>We are working with other consultants as a team. Are we able to carry on the work with this team if we won the competition? Will the client select team/consultants according to the Lead Architect's preference? Will there be another procurement procedure for appointing other consultants?</p>	<p>The Contracting Authority is not going to limit the composition of the implementation team of the participant that will be awarded the Ensuing Contract arising from the Competition.</p> <p>As the Contracting Authority has already explained several times, the Contracting Authority requires that a person that was nominated for the position of "Architect" and for the position of "Building Structure Designer" (see clauses 4.1.1.(e)(1) and (2) of the Competition Terms and Conditions) always participates in the performance of the Ensuing Contract. Any other persons to be invited by the participant for the performance of the Ensuing Contract are fully of the participant's choice.</p> <p>However, the Contracting Authority points out that, in accordance with the draft Contract, the Contracting Authority has the right to decide that, after the completion the stage involving the drafting of documentation for the purposes of obtaining a decision on the placement of a structure, the drafting of documentation for further stages (building permit documentation and detail design documentation for the execution of the project) will not be awarded to the successful participant that will perform the Ensuing Contract.</p>
<p>4.</p>	<p><i>Original request:</i></p> <p>What is included in Ensuring contract Fee (CZK123m)? Does it only cover architectural fee (foreign /local architect) and structuring Engineering? Are there extra budgets for other consultants (e.g. landscape, MEP, traffic, Sustainability, etc)?</p>	<p>The estimated CZK 123 million value of the Ensuing Contract exclusive of VAT includes assessment of all activities to be carried out by the successful participant awarded the Ensuing Contract. It is a fulfilment of all service execution stages listed in clause 3.3.1 of the Competition Terms and Conditions.</p> <p>In any event, the amount referred to above includes the total fee for all persons who will participate on behalf of the participant in the performance</p>

		<p>of the Ensuing Contract, including fees of the Architect and the Building Structure Designer, as well as all other members of the implementation team that, for the purposes of due performance of the Ensuing Contract, will form the participant's implementation team.</p>
<p>5.</p>	<p><i>Translation of the request:</i></p> <p>Can an authorization granted by the Japanese Institute of Architects (JIA) be accepted and comply with the requirement set out in clause 4.1.1.(e)(1) of the Competition Terms and Conditions?</p> <p>Will competition entries prepared for architectural competitions be regarded as architectural studies under the condition set out in clause 4.1.1.(e)(1) of the Competition Terms and Conditions?</p>	<p>The Contracting Authority advises that the Contracting Authority is not authorised to provide specific assessment of compliance with the conditions of participation to the individual participants.</p> <p>Nevertheless, in general the Contracting Authority refers to clause 4.1.1. (e) (1) of the Competition Terms and Conditions which sets out that the Architect must be an authorised person. If the Architect is a foreign architect, then the foreign architect must hold a foreign equivalent of the authorisation granted by the Czech Chamber of Architects under the numeric code A.0 or A.1. A foreign equivalent is not required in cases in which such a certificate is not issued under the law of the state where the architect's registered office is situated.</p> <p>In other words, if a participant fills the position of "Architect" pursuant to clause 4.1.1.(e)(1) of the Competition Terms and Conditions with a foreign architect and the architect's registered office is situated in a country where a "certificate of authorisation" is issued then the foreign architect must hold such a certificate. If the certificate covers the same functional area as the architect's authorisation issued by the Czech Chamber of Architects under numeric codes A.0 or A.1., then there is no reason not to accept such foreign equivalent of the Czech Chamber of Architects' authorization.</p> <p>As stated in the definition of the term "Architectural Study" in the Competition Terms and Conditions, for the purposes of these Competition</p>

		Terms and Conditions, Architectural Study is also understood to mean a competition entry awarded a prize or reward in design competition.
6.	<p><i>Original request:</i></p> <p>As we have been preparing our design proposal for the Sprava Zeleznic Headquarters Architectural Design Competition we have been following the current pandemic situations and restrictions in the EU as well as the rest of world. We are an international team and in our country, similar to the rest of the EU, there have been new restrictions due to the second wave of Covid-19 which has caused us difficulties in preparing the competition entry and gathering the design team. As most of the people in the world are in a similar situation we would like to know if there will be a further delay to the submission deadline</p>	<p>The Contracting Authority does not expect any postponement of the deadline for the submission competition entries which is fixed for 12 February 2021 before 5:00 p.m. CET (Central European Time).</p>

For the avoidance of any doubts, the Contracting Authority states that the provision of explanations above does not constitute a change in the Competition Terms and Conditions within the meaning of Sections 98(5) and 99 of the Public Procurement Act.

The Contracting Authority would like to point out to the supplier (prospective participants) that pursuant to clause 5.3.1. of the Competition Terms and Conditions, they may submit requests for explanation of the Competition Terms and Conditions only in writing, no later than 17 days before the lapse of the deadline for the submission of a competition entry, i.e. by 25 January 2021 12:00 p.m.

The Contracting Authority recommends suppliers who have any requests for explanation to make use of the above period and submit the requests to the Contracting Authority on time. After the expiry of the deadline, the Contracting Authority will not be accepting any requests for explanations of the Competition Terms and Conditions submitted by suppliers.

The Contracting Authority reminds that the current time limit for submitting competition entries has been set until 12 February 2021, 5:00 p.m. CET (Central European Time).

Prague, 21 January 2021