

# ROUDNICE <sup>N</sup>/LABEM VRT TERMINAL

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Competition terms and conditions for one-stage open architectural and urban design competition



SPRÁVA  
ŽELEZNIC

## SPRÁVA ŽELEZNIC, STÁTNÍ ORGANIZACE

## ANNOUNCEMENTS

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, as amended (the Building Act),

Act no. 360/1992 Sb. on the Profession of Chartered Engineers and Designers Active in the Construction Industry ("Act on Construction Professionals"),

act No. 37/2021 Sb. on the Registration of Beneficial Owners, as amended ("ZESM"),

Competition Rules of the Czech Chamber of Architects dated 24 April 1993, as amended ("Competition Rules"),

and having regard to Sections 1772 to 1779 of Act no. 89/2012 Sb., the Civil Code, as amended,

**A ONE-STAGE OPEN ARCHITECTURAL AND URBAN DESIGN COMPETITION FOR THE DESIGN**

**„RS 4 VRT PRAHA-BALABENKA – SJEZD LOVOSICE; ARCHITEKTONICKÁ SOUTĚŽ TERMINÁL ROUDNICE NAD LABEM VRT“**

**AND ISSUES FOR THIS PURPOSE THE FOLLOWING COMPETITION TERMS AND CONDITIONS ("TERMS")**

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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 lie starting from the Planning Permit Design 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 Terms.

## Competition Organiser

See clause 1.2 of the Terms

## Examiners of competition entries

See clause 1.6 of the Terms

## Secretary of the Competition

See clause 1.6 of the Terms

## Contract

A draft of the contract for the performance of the Ensuing Contract which is attached to these Terms as Annex **P13**

## Competition

One-stage open architectural and urban design competition entitled „RS 4 HSR PRAHA-BALABENKA - LOVOSICE EXIT; ARCHITECTURAL COMPETITION ROUDNICE NAD LABEM HSR TERMINAL“

**Competition Terms and Conditions ("Terms")**

These Terms drawn up for the purposes of the Competition

## Civic Amenities Building

A building within the meaning of the definition of a civic amenity area according to Section 6 of decree No. 501/2006 Sb. on general requirements for the use of territories

## Complainant

A participant who submits objections as part of disputes

## Terminal

HSR terminal Roudnice nad Labem including related infrastructure

## Maintenance Depot

Facilities for the maintenance of the HSR terminal Roudnice nad Labem including related infrastructure

<b>ÚOHS</b>	Office for the Protection of Competition
<b>HSR Podřipsko / VRT Podřipsko</b>	High-speed rail line RS 4 VRT Praha-Balabenka – Lovosice exit
<b>Selected Contractor</b>	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
<b>Contracting Authority</b>	See clause 1.1 of the Terms
<b>Competition Brief</b>	Annex P01 to the Terms
<b>Procurement Procedure / NPWP</b>	viz odst. 1.1. Soutěžních podmínek

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

### 1.1. Contracting Authority:

Name:	<b>Správa železnic, státní organizace (Railway Administration, State Organisation)</b>
Registered office:	Dlážděná 1003/7
Reg. No.:	709 94 234
Tax ID No:	CZ 70994234
Contracting Authority's contact:	<b>Ing. arch. Matyáš Hron</b>
Tel.:	+420 702 270 219
Email:	hronm@spravazeleznice.cz

### 1.2. Organizátor soutěže a osoba pověřená Zadavatelem ke komunikaci s účastníky Soutěže

Name:	<b>Správa železnic, státní organizace (Railway Administration, State Organisation)</b>
Registered office:	Dlážděná 1003/7
Reg. No.:	709 94 234
Tax ID No:	CZ 70994234
Contracting Authority's contact:	<b>Ing. arch. Matyáš Hron</b>
Tel.:	+420 702 270 219
Email:	hronm@spravazeleznice.cz

### 1.3. Zpracovatel Soutěžních podmínek/ Zadání

Název:	<b>Správa železnic, státní organizace (Railway Administration, State Organisation)</b>
Persons involved in the preparation of the Terms / Competition Brief on behalf of the Contracting Authority:	Ing. arch. Matyáš Hron Mgr. Bc. Jaroslava Havlovicová Mgr. Monika Kotasová Ing. Jan Janoušek Ing. arch. Miroslav Vodák

**1.4. Jury****1.4.1. Regular dependent members of the jury**

1. Ing. Pavel Paidar



Správa železnic, státní organizace (Railway Administration, State Organisation) Directorate General, Rail Modernisation Section, Construction Preparation Department (O6), Head of Department

After graduating from the Czech Technical University in Prague, he joined a private construction company where he held various positions. Since 2006 he has been employed by the Railway Administration, first at the Construction Administration Plzeň and later at the Construction Administration West, where he was involved in the preparation of investment projects. Now he holds the position of Director of the Construction Preparation Department at the Railway Administration.

2. Ing. Pavel Hruška



Správa železnic, státní organizace (Railway Administration, State Organisation) Directorate General, HSR Preparation Unit, Head of RS 4 and RS 5 Preparation Unit

He graduated from the Faculty of Civil Engineering of the Czech Technical University in Prague. At the Railway Administration, he first worked at Construction Administration West, where he was engaged in investment preparation and construction implementation and worked as a specialist in civil engineering. In 2018, he joined the General Directorate where he worked on the preparation of ground structures or station buildings. Since 2019, he has been working in the High-Speed Lines Preparation Department, where he leads the preparation team for the VRT Prague - Dresden and the technical preparation of the international project of the Erzgebirge Tunnel - the longest of its kind in Central Europe.

3. Ing. Michal Kučera



Ústí nad Labem Region Councillor (regional development, agriculture and rural development)

He was born in 1968 in Ostrava, where he also studied at a grammar school and the Mining University. Since 1989, however, he has lived with his family in Louny, where he has been an active councillor for many years.

**1.4.2. Jury Substitutes – dependent**

1. Ing. arch. Pavel Andršt Správa železnic, státní organizace (Railway Administration, State Organisation), Directorate General, Rail Modernisation Section, Construction Preparation Department (O6), Head of Building Approval Department



Authorized architect. From 1991 to 2005 he was engaged in design activities and then started his engagement with the Railway Administration. In this organization he initially worked on the problems of buildings and related objects. Now he heads the Building Approval Department in the Building Preparation Department.

2. Ing. arch. Matyáš Hron Správa železnic, státní organizace (Railway Administration, State Organisation) Directorate General, HSR Preparation Unit, System Specialist



He graduated from the Faculty of Architecture of the Czech Technical University, then worked in several architectural studios. Now he works as part of the team that prepares architectural competitions for VRT at the Railway Administration.

3. Mgr. Zdenka Vachková Ústí nad Labem Region councillor (Chair of the Education, Training and Employment Committee) Member of the regional working group for HSR



She was born in Roudnice nad Labem, graduated from the local grammar school, but also graduated from The Pennington School in New Jersey after a one-year scholarship. She continued her studies at the Technical University in Liberec, where she focused on foreign languages. She is a teacher of English and French at the secondary school in Roudnice. Currently she is the chairwoman of the committee of the Ústí Region Representation.

**1.4.3. Regular independent members of the jury**

1. Ing. arch. David Hlouch architekt, authorisation No. ČKA 04117



An independent architect, he established his own practice in 2005 while still studying architecture, focusing mainly on commercial and residential buildings. After returning from a two-year stay in the USA, he joined the Czech Chamber of Architects in 2013, where as a board member he focuses mainly on legislation, digitalization, territorial development and architectural competitions. Since 2014, from the position of Mayor of Tehov (Prague - East), he has been intensively involved in municipal politics at the regional level, as well as in transport and settlement development issues at the regional level.

2. Doc. Ing. arch. Antonín Novák architekt, authorisation No. ČKA 01884



A graduate of FA BUT in Brno, after a year's practice in the Holzbauer studio in Vienna, he founded the DRNH Studio in Brno in 1991 together with P. Valenta as an association of architecture enthusiasts whose projects are regularly published in the Czech and foreign press and appreciated. He was a teacher for 14 years at the FA BUT and FUA TUL. He writes for the professional press, has published the books Columns on Architecture, House and Landscape, Yearbook of Czech Architecture 2016-2017. Architect of the Year 2013.

3. Ing. arch. Petr Štefek architekt, authorisation No. ČKA 03605



Architect with international experience in the field of transport construction. He has been involved in the design of Queen Alia Airport in Jordan, transport infrastructure systems in Asia, Africa and Europe. He collaborated on the design of the Crossrail underground railway in London. Above one of its tunnel shafts he designed, among other things, the Prague cubist-inspired „Fisher Street“ house. More recently, London has been impressed by his design for the „Regal House“ at Covent Garden tube station, which brings biodiversity back to the city with its green façade. His work emphasises the search for new pathways with a commitment to sustainability through the development of green infrastructure features.



## 4. Ing. arch. Petr Vágner

architekt, authorisation No. ČKA 03503



A graduate of the Faculty of Architecture at the CTU in Prague, he founded the AI-DESIGN studio in Prague in 1999 with architect Eva Jiřičná, which is active in its field both in the Czech Republic and abroad. Their projects include new public and private buildings, bridges, reconstructions and complete designs of interiors, exhibitions, furniture and other unique objects. Their projects include, among others, the first design hotel in Central and Eastern Europe, Hotel Josef in Prague, a new orangery at Prague Castle, the reconstruction of St. Anne's Church in Prague by the VIZE 97 Dagmar and Václav Havel Foundation, the Sky Barrandov apartment complex, the Zlín Congress Centre and, in addition to the University Centre, the new Faculty of Humanities at Tomas Bata University in Zlín. The studio has received many awards for its projects abroad and in the Czech Republic, including the Grand Prix of the Architects' Association.

## 1.4.4. Jury Substitutes – independent

## 1. Ing. Ondřej Hofmeister chartered civil engineer, ČKAIT authorisation No. 0008292



He graduated from the Faculty of Civil Engineering of the CTU in Prague, studied at the Faculty of Architecture of the CTU in Studio A. Šrámková and L. Lábus, and completed internships in Denmark and Great Britain. Since 2003 he has been a partner and senior architect at Projektil architekti. Selected buildings he has been involved in include the award-winning Centre for Environmental Education Sluňákov, near Olomouc, and the National Technical Library in Prague, as well as the primary school in Libeznice and the NGO Centre in Brno. Recent projects include the Scout Clubhouse in Prague Zbraslav, including the adjacent forest park, and the House for Children and Youth in Mnichovo Hradiště. He often participates in architectural competitions with his studio (results in recent years: 1st place in the competition for the bus terminal in Vodňany, 1st place in the competition for the renovation of St. Anna Square in Jablonec nad Nisou. 1st prize for the reconstruction of the square in Solnice, 2nd prize for the reconstruction of the Federal House Slavia in České Budějovice). He is also a regular member of their juries in the Czech Republic and Slovakia. Externally, he works at the Academy of Fine Arts and the Archip in Prague as a consultant and lecturer focusing on sustainable architecture and contemporary building and occasionally lectures on the work of Projektil architekti and sustainable architecture in the Czech Republic and abroad.

## 2. Ing. arch. Pavla Pannová

architektka, authorisation No. ČKA 02986



She graduated from the Faculty of Architecture at the Brno University of Technology, studied for two years at Kingston Polytechnic in London and at the University of Leuven in Belgium (1991-1993). Since 2001 she has been an authorized architect. She works as an architect, designer, twice she was a municipal architect in Pardubice (1998-2002, 2013-2015), since October 2019 she has been the head of the Department of Urban Planning and Development of the Municipality of Brno. She is active in the working group for competitions in the Czech Chamber of Architects.

## 2. Ing. arch. Karel Hájek, Ph.D.

architekt, authorisation No. ČKA 03146



He graduated from the Faculty of Architecture of the Czech Technical University. He is currently a lecturer at the Department of Architecture, Faculty of Civil Engineering, CTU in Prague. He also works as a freelance architect in his own architectural studio kARek. His main focus is on public space, multifunctional public and transport buildings. He actively participates in professional exhibitions

and conferences, and has published numerous articles in the field of architecture and urbanism. He is the author of the monograph Contemporary Architectural and Urban Planning Trends in the Design of Intermodal Public Transport Terminals. His biggest project to date is the architectural design of the reconstruction of Prague's main railway station.

Should, during the Competition, any person appointed as a regular member of the dependent part of the jury discontinue his/her serving in his/her (public) office (while the service in such an office was the reason for appointment 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 him/her 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 (Railway Administration, State Organisation), Directorate General, Rail Modernisation Section, HSR Preparation Unit  |
| 2. Ing. Jan Janoušek            | Správa železnic, státní organizace (Railway Administration, State Organisation), Directorate General, Rail Modernisation Section, HSR Preparation Unit<br><br>(technical matters related to HSR and rail solutions) |
| 3. Ing. Tomáš Slaný             | Správa železnic, státní organizace (Railway Administration, State Organisation), Directorate General, Director General's Department, Safety and Crisis Management Unit, System Specialist                           |
| 4. Ing. Lenka Žemličková, Ph.D. | Správa železnic, státní organizace (Railway Administration, State Organisation), DG, O23, System Specialist   |
| 5. Ing. arch. Lucie Kavánová    | Architect of the town of Roudnice nad Labem   |
| 6. Alexandre Lemaitre           | SNCF Gares & Connexions   |

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<br>mirek.vodak@nolimat.com   |
| Competition Entries Reviewers: | 1. Ing. Tom Bareš<br>bares@spravazeleznic.cz<br><br>2. Ing. Jiří Velebil<br>velebilj@spravazeleznic.cz |

## 2. COMPETITION SUBJECT AND COMPETITION BRIEF

### 2.1. Subject matter of the Competition

The subject matter of the Competition consists in preparing the architecture and urban design for the future construction of a new HSR terminal Roudnice nad Labem, a Maintenance Depot and related structures that will constitute a part of the Podřipsko HSR section. The Terminal will serve as a transfer hub between the HSR Prague – Dresden and public transport and also as a P+R point for commuters to Prague and Ústí nad Labem.

### 2.2. Estimated investment costs

The estimated investment cost for the construction is **CZK 1 300 000 000 excluding VAT**.

### 2.3. CPV codes

For the sake of 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 design;  
71221000-3 Architectural services for buildings;  
71242000-6 Preparation of designs and plans, cost estimation.

### 2.4. Competition Brief

- 2.4.1. Detailed specifications of the Competition Brief and subject can be found in the Competition Brief (**P01**). The area in question is shown in Annex P03 to the Terms.
- 2.4.2. The Contracting Authority requests compliance with the following binding requirements:
- the location of the Terminal and Maintenance Depot in the area in question is indicated in Annex **P03** to the Terms.
- 2.4.3. Competition participant fails to comply with any requirement set out in clause 2.4.2 of the Terms, the jury will exclude such participant's entry from the assessment 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 scope of the design part of the Competition specified in Annex **P01** to the Terms;
  - the scope of the creative part of the Competition specified in Annex **P01** to the Terms.
  - The building programme set out in annex **P02** to Terms and the technical specification of interoperability of TSI in the part of wheelchair accessibility solution for structures (see COMMISSION REGULATION (EU) No 1300/2014 of 18 November 2014 on technical specifications for interoperability relating to accessibility of the Union rail system for disabled persons and persons with reduced mobility; available here <https://eur-lex.europa.eu/legal-content/cs/TXT/?uri=CELEX:32014R1300>);

- the location of the line and the position of platforms according to Annex **P03** to the Terms;
- the clear cross-section of the line and protection zones according to Annex **P04** to the Terms.

2.4.5. The requirements set out in clause 2.4.4 of the Terms as well as other requirements of the Competition Brief (with the exception of requirement pursuant to clause 2.4.2 of the Terms) 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 into the competition entry will be the subject of assessment by the jury based on criteria set out in clause 8 of the Terms.

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.

### 2.5. Socially and environmentally responsible procurement, innovation (common provision for the qualification and tender phase)

- 2.5.1. In establishing the Terms and rules for the assessment of bids and selection of the contractor, the Contracting Authority has proceeded in such a way as to fulfil the principles of socially responsible procurement, environmentally responsible procurement and innovation as defined in Section 28(1)(p) to (r) of the PPA (hereinafter referred to as „**Responsible Procurement**“) to the greatest extent possible. Given the fact that individual procedures of Responsible Procurement were not exhaustively defined in the PPA or in any other law, and at the same time Responsible Procurement is still a very dynamically evolving institute of public procurement, the Contracting Authority considered in creating the Terms the use of especially those elements of Responsible Procurement that were clearly definable and enforceable at the time of when the Terms were prepared, and at the same time there was a high degree of certainty that the Contracting Authority would not violate the other principles set out in Section 6 of the PPA and also the 3E principles resulting from Act No. 320/2011 Sb., on financial control in public administration.
- 2.5.2. The Contracting Authority shall apply the elements of Responsible Procurement set out below in the Competition.
- Minimising the qualification requirements
    - The Contracting Authority considers that the obligation to comply with the principles of socially responsible procurement is fulfilled by setting the scope of the required qualifications to the minimum necessary, so that the subject of the Ensuing Contract is in any case performed by a contractor possessing the relevant authorisations. As a result of the fact that the Contracting Authority does not limit participation in the Competition and participation in the Ensuing Contract by qualification requirements beyond the minimum necessary, it allows contractors to further develop their know-how in the field by participating in the Competition. At the same time, the Contracting Authority supports the development of the local economy in the business area concerned. Given that the Contracting Authority in this case is requesting performance associated with a civic amenities building, it is developing an architectural culture of civic amenities buildings and at the same time, through its model behaviour, it is encouraging other contracting authorities to act in a similar manner.
  - Environmental solution as an evaluation criterion
    - The Contracting Authority considers that the requirement to comply with the prin-

principles of environmentally responsible procurement has been sufficiently fulfilled by including the environmental solution of the entry among the evaluation criteria set out in clause 8.1. Taking environmental aspects into account will thus become one of the design parameters evaluated, which will motivate those interested in the Competition to develop a solution that properly reflects the requirements of sustainability. For example, this may include elements aimed at conserving natural resources, rational use of energy, water and waste prevention and minimising the quantity of waste.

- Minimising mandatory requirements

- The Contracting Authority considers that it has fulfilled the obligation to follow the innovation trend by minimising the scope of the mandatory requirements set out in the Competition Brief. As a result of the fact that the requirements set out in the Competition Brief are mainly of a recommendatory nature (see clause 2.4.2 of the Terms), the Contracting Authority encourages an innovative approach to addressing the subject matter of the Competition.

2.5.3. The Contracting Authority does not apply the elements of responsible procurement set out below to the Competition.

- Compliance with labour, health and safety and environmental regulations

- The Contracting Authority considers that the subject matter of the Competition involves highly skilled and specialised activities where there is a low risk of a breach of labour, health and safety and environmental regulations.

- Social aspects of procurement

- The services that are the subject of the Competition and Ensuing Contract are not provided by any social enterprise according to the findings of the Contracting Authority.

- Involvement of disadvantaged people in the labour market

- The subject of performance are highly qualified activities that require specific training and experience with the subject of the performance, which is also very specific; therefore, the requirement that the highly specialised implementation team should also include persons disadvantaged on the labour market is likely to have a significant impact on the range of potential contractors (disproportionate and unreasonable narrowing of this range). Not only would the contractors have to have highly specialised persons at their disposal, but these persons (or some of them) would have to be disadvantaged on the labour market.

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

#### 3.1. Type of Competition

- 3.1.1. As given in the subject of the solution, the Competition is announced as an architectural and urban design competition.
- 3.1.2. Regarding the pool of participants, the Competition is announced as an open competition.
- 3.1.3. Regarding the number of stages announced, the Competition is announced as a one-stage competition.
- 3.1.4. Given the intent of the solution, the Competition is announced as a competition for the design of the future appearance of the Terminal; regarding the solution to a wider area and the potential related development of the wider area, the Competition is announced

as a conceptual competition.

For the avoidance of doubt, the Contracting Authority states that the subject of the Ensuing Contract is only the design part of the Competition to the extent specified in clause 3.3 of the Terms.

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 Contracting Authority's requirements contained in these Terms 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 in accordance with clause 3.3 of these Terms.

#### 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 the design in accordance with the standards of architect's services:

1. FS 1 – Preparation of design documentation
2. FS 2 – Proposal of the building (refinement of the competition entry into the detail level of the architectural study)
3. FS 3 – Planning Permit Design
4. Assistance in performing Architect's Supervision and Consulting Services (see clause 3.3.2 of the Terms)

**The selected contractor who will perform the subject matter of the Ensuing Contract thus will not be assigned to preparing any further levels of the design (e.g. building permit design, detailed design, etc.).**

As a part of the high-speed railway section HSR Podřipsko that will include a Terminal and a Maintenance Depot, the Contracting Authority will select the Chief Designer for this HSR section in a separate tender procedure. 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 **P13**).

3.3.2. The subject of the Ensuing Contract will also be a Consulting Services which will consist in:

- i. cooperation with the Chief Designer in completing the individual levels of the design based on the design prepared by the Selected Contractor;
- ii. professional consultations provided to the Client and/or through the Client to the Chief Designer by the Selected Contractor for the purpose of incorporation of the adjustments and comments into the Architectural Study, the Planning Permit Design and/or into the documentation prepared by the Chief Designer;
- iii. cooperation in performing architect's supervision by the designer pursuant to Sec-



tion 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 design prepared by the Chief Designer, be implemented on the basis of the design prepared by the Selected Contractor as those activities are specified in more detail in clause 5.2 of annex **P13**.

The Selected Contractor is authorised to perform copyright supervision in the framework of the provision of consultancy activities in accordance with Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (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 Terms as annex **P13** as a non-binding template for NPWP.

**3.4. Ensuing Contract assignment:**

3.4.1. The Contracting Authority will invite all participants whose proposals have been awarded in the Competition to participation in the NPWP following up to the Competition, whereby:

a) it will first invite that Participant whose competition entry is ranked the highest in the Competition to negotiations about the Contract and if the Contracting Authority completes negotiations of the Contract with that Participant, the NPWP shall be terminated;

b) if the Contracting Authority and the Participant fail to reach an agreement on the conclusion of the Contract in the negotiations pursuant to point a), the Contracting Authority shall invite the Participant whose proposal was ranked second in the Competition to negotiations about the conclusion of the Contract, and if the Contracting Authority successfully negotiates the conclusion of the Contract with this Participant, the NPWP shall be terminated;

c) if the Contracting Authority and the Participant fail to reach an agreement on the conclusion of the Contract in the negotiations pursuant to point b), the Contracting Authority shall invite the Participant whose proposal was ranked third. The NPWP will be subsequently terminated, whether or not the Contracting Authority managed to negotiate the Contract with this participant.

**3.5. Estimated value of Ensuing Contract**

3.5.1. The expected value of the Ensuing Contract is CZK **23 000 000** excl. VAT.

3.5.2. The Contracting Authority draws attention to the fact that the estimated value of the Ensuing Contract is also the maximum amount of funds available to the Contracting Authority for the implementation of the Ensuing Contract and, therefore, the Contracting Authority will not be able to accept a higher offer of the bidder during the negotiations about the conclusion of the Contract.

The bid price for the delivery of the Ensuing Contract will be determined in accordance with the requirements of SZ Directive No. 20 for the determination and break-down of investment costs of buildings of the state organization Správa železnic, taking into account recommended rates according to <https://www.cka.cz/cs/pro-architekty/kalkulacky/kalkulacka>.

By submitting the Competition Entry, the Competition Participant declares that if, as a result of the Competition, it is invited to participate in the negotiations for the conclusion of the Contract and to submit a quotation, its price offered for the delivery of the Ensuing Contract will be determined in the manner specified in the preceding sentence.

**3.6. Additional terms and conditions for participation in the Ensuing Contract**

3.6.1. The conditions of participation in the Ensuing Contract will be fulfilled by natural and legal persons, or their companies, who:

a) submit a list of the members of the implementation team who will participate in the delivery of the subject of the Ensuing Contract, whereby the members of this implementation team must be at least the persons who participated in the preparation of the Competition Entry according to par 4.1.1. letter e), and the following person:

Position designation in participant's implementation team	Qualification requirements
<b>Civil engineer for civil structures</b> (one natural person)	who participated in at <b>least 2 cases</b> of design preparation in the last 10 years prior to the start of the Competition that met the following parameters: <ul style="list-style-type: none"> <li>• design of <b>new building or reconstruction of a public amenities civil structure</b><sup>1</sup>,</li> <li>• estimated investment costs (in every case) of at least <b>CZK 100 million</b> excluding VAT<sup>2</sup>.</li> <li>• minimum level: <b>planning permit design</b><sup>3</sup> on the basis of which a legally effective planning permit was awarded.</li> </ul>

<sup>1</sup> A civic amenity building is considered to be a building within the meaning of the definition of a civic amenity area according to Section 6 of Decree No. 501/2006 Coll., on general requirements for the use of the territory. For the avoidance of doubt, the Contracting Authority states that neither family houses nor apartment buildings are considered to be amenity buildings.

<sup>2</sup> For the purposes of converting investment costs from other currencies into CZK, the Participants shall use the foreign exchange market rates set by the Czech National Bank as of the date of the commencement of the Competition for Design (i.e. as of the date of sending the announcement of the commencement of the Competition for Design for publication pursuant to Section 212 of the PPA); the foreign exchange market rates are available here: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

<sup>3</sup> The subject of designer's reference job did not have to be the provision of permits procurement (permits management with competent authorities) for the award of the planning permit; however, its activity had to relate to the preparation of the design in the detail of the planning permit design according to annex No. 1 to decree No. 499/2006 Sb., on the documentation of buildings, as amended, on Building Act No. 183/2006 Sb., as amended, on the basis of which the legally effective planning permit was awarded.



**4. PARTICIPANTS IN THE COMPETITION**

**4.1. Terms of participation in the Competition**

4.1.1. The conditions of participation in the Competition will be fulfilled by natural and legal persons, or their companies, who:

a) prove that none of the authors or co-authors of the Competition Entry and their partners mentioned in the Competition Entry and, in the case of legal entities, the statutory body:

1. did not directly participate in the preparation of the Competition Terms, the Competition Brief or any part thereof and in the announcement of the Competition;
2. is not a full or alternate member of the Jury, Competition Secretary, Competition Entries Reviewers or an invited expert for this Competition;
3. is not the husband or wife/registered partner, relative, first-degree spouse, permanent project partner, immediate superior or direct partner of the persons mentioned in points 1. and 2. above if these persons are mentioned in the Competition Terms;
4. is not a member of Contracting Authority's self-governing bodies or an employee of the Contracting Authority's authorities or legal entities established by the Contracting Authority that participated in the negotiation and approval of the Competition Terms, the Competition Brief or will participate in the negotiations and approval of the results of the Competition, the negotiation of the Contract and the approval of the conclusion of the Contract.

b) meets basic eligibility within the scope defined in § 74 of the PPA;

c) has professional competence according to § 77 (1) of the PPA (i.e. they are registered in the Commercial Register or other records); this requirement does not apply to:

- natural persons and their companies;
- legal persons established in a country where such registration 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 civil engineers;
- natural persons 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 delivery of the subject matter of the Ensuing Contract; the implementation team must include at least the following members:

*(see table on next page)*

Position designation in participant's implementation team	Qualification requirements
<b>Architect</b> (one natural person)	<p><b>certified person</b> 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 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 civil engineer prepared or participated in the preparation of at least 2 architectural designs/design documentation, the subject of which had these parameters:</p> <ul style="list-style-type: none"> <li>• <b>new building or reconstruction of a public amenities civil structure,</b></li> <li>• <b>estimated investment costs (in every case) at least CZK 100 million excluding VAT<sup>4</sup>.</b></li> </ul>
<b>Civil engineer for transport structures</b> (one natural person)	<p>in the last 10 years prior to the commencement of the Competition the civil engineer participated in the preparation of at least 2 transport designs as part of architectural designs/design documentation, the subject of which had these parameters:</p> <ul style="list-style-type: none"> <li>• <b>the design of a civil structure or a transport structure</b></li> <li>• <b>estimated investment costs of the new structure or reconstruction (in every case) at least CZK 100 million excluding VAT<sup>5</sup>.</b></li> </ul>

4.1.2. The period of delivery of the above-mentioned reference services over the last 10 years shall be deemed to have been fulfilled if the activities fulfilling the definition of a significant service have been completed to the required extent during that period.

**For the avoidance of doubts, the Contracting Authority states that the architectural study/ design is considered completed if accepted by the client who accepted it without any further objections.**

<sup>4</sup> For the purposes of converting investment costs from other currencies into CZK, the Participants shall use the foreign exchange market rates set by the Czech National Bank as of the date of the commencement of the Competition for Design (i.e. as of the date of sending the announcement of the commencement of the Competition for Design for publication pursuant to Section 212 of the PPA); the foreign exchange market rates are available here: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

<sup>5</sup> For the purposes of converting investment costs from other currencies into CZK, the Participants shall use the foreign exchange market rates set by the Czech National Bank as of the date of the commencement of the Competition for Design (i.e. as of the date of sending the announcement of the commencement of the Competition for Design for publication pursuant to Section 212 of the PPA); the foreign exchange market rates are available here: <https://www.cnb.cz/en/financial-markets/foreign-exchange-market/central-bank-exchange-rate-fixing/central-bank-exchange-rate-fixing/>.

4.1.3. The participant may prove compliance with the qualification criteria relating to the above-mentioned 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 contractors to the extent to which that person alone participated in the delivery of the service, or
- b) as a subcontractor to the extent to which that person participated in the delivery of the service.

#### 4.2. Proof of compliance with the conditions for participation in the Competition

4.2.1. For proving compliance with the conditions for participation in the Competition pursuant to clause 4.1.1 of the Terms it will suffice to submit a signed affidavit, the template of which is Annex **P12** to the Terms. In the NPWP subsequent to the Competition, the conditions for participation in the form of qualification of the participant with whom the NPWP will be conducted and who will be invited to submit a bid in the 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 (see clause 4.3.1 letters (b) through (e) of the Terms prior to entering into the Contract with the Contracting Authority.

4.2.2. If several natural persons submit a Competition Entry as a participant, then every of these natural persons must separately comply with the conditions set out in clause 4.1.1 letter a) and b) of the Terms separately and must submit an affidavit on compliance with these terms (see Annex **P12** to the Terms); 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, then every of these natural persons must separately comply with the conditions set out in clause 4.1.1 letter a) to b) of the Terms and must submit an affidavit on compliance with these terms (see Annex **P12** to the Terms); 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 certified copy of an affidavit (see the sample as per Annex **P12** to Terms) to prove compliance with the conditions for participation pursuant to clause 4.1.1 letter a) of the Terms;
- b) originals or certified 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 letter b) of the Terms;
- c) an original or certified copy of an extract from the Commercial Register or other similar register if other legal regulation requires an entry in such a registry and if the participant does not qualify for an exemption from such a requirement pursuant to clause 4.1.1 letter c) of the Terms to prove compliance with the conditions for participation pursuant to clause 4.1.1 letter c) of the Terms;

d) an original or certified copy copy of the trade licence or an extract from the trade register for the trade „Design Work in Construction“ to prove compliance with the conditions for participation pursuant to clause 4.1.1 letter d) of the Terms;

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 letter d) of the Terms, such a participant is obliged to prove in the NPWP that it is 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 available for the purposes of the delivery 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 certified copy of a CCA certificate (or a foreign equivalent) for an architect pursuant to clause 4.1.1 letter e) of the Terms to prove compliance with the conditions for participation pursuant to clause 4.1.1 letter e) of the Terms; 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) where applicable, upon the request of the Contracting Authority, documents to identify the beneficial owner of the Participant (to the extent specified in the invitation), provided that:
  - the participant is a legal entity, and
  - the Contracting Authority is unable to ascertain information on the beneficial owner of the Participant from the register of beneficial owners.

4.3.2. 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) to submit to the Contracting Authority a concluded, valid and effective professional liability insurance policy for damage caused to third parties pursuant to clause 12.4 of Annex **P13**;
- b) to conclude with the Contracting Authority a confidentiality agreement regarding the HSR Design Manual on the Level of the Planning Permit Design 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 Terms as Annex **P19**.

4.3.3. The Contracting Authority further notes that for the Participant with whom the Contract should be concluded by the Contracting Authority and who is the Selected Contractor within the meaning of the PPA, the Contracting Authority shall ascertain information on its beneficial owner pursuant to section 122 of ZESM (act No. 37/2021 Sb. on the Registration of Beneficial Owners, as amended):

- a) if the Selected Contractor is a Czech legal entity, the Contracting Authority shall ascertain the information from the register of beneficial owners; if it is not possible to ascertain the information on its beneficial owner from the register of beneficial owners, the Contracting Authority is obliged to exclude the Selected Contractor from the Competition pursuant to section 122 par. 7) letter a) of the PPA,

b) if the Selected Contractor is a foreign legal entity, the Contracting Authority shall request the Contractor to submit an extract from a foreign register similar to that of beneficial owners or, if there is no such register,

- to disclose the identity of all persons who are its beneficial owners, and
- to submit documents showing the relationship of all the persons referred to in the preceding point to the Contractor; these documents include, in particular, an extract from a foreign register similar to the public register, a list of shareholders, a decision of the statutory body on the payment of a share in profits, a memorandum of association, a memorandum of incorporation or articles of association.

#### **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 Terms. The Contracting Authority may verify the 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 par 5 of the PPA. The participant will be granted a reasonable time limit by the Contracting Authority to explain or supplement the information or documents required.
- 4.4.2. If the participant fails to provide, clarify or supplement the information or documents required by the Contracting Authority within the time limit set by the Contracting Authority to demonstrate compliance with the conditions under par 4.1.1 of the Terms and/or fails to do so to the full extent, it will be excluded from participation in the Competition by the Contracting Authority before the jury meeting for assessing 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 Terms.
- 4.4.4. The Contracting Authority can invite any participant who has submitted a Competition Entry to explain its Competition Entry prior to the jury's meeting for the assessment of the Competition Entries upon the request of any Reviewer of Competition Entries.
- 4.4.5. Should the participant fail to explain the submitted Competition Entry or fail to explain it to the required extent, this fact will be recorded by the Reviewer of the Competition Entries in the Competition Entries Review Report and submitted to the jury for a decision on the possible disqualification of the Competition Entry from the Competition, and subsequently to the Contracting Authority for the exclusion of the participant from participation in the Competition.
- 4.4.6. For the avoidance of doubt, the Contracting Authority states that the call under clause 4.1.1 and/or 4.4.4 will be made to the participant via the Contracting Authority's Profile by the person(s) responsible for verifying compliance with the conditions of participation (clause 10.7 of the Terms) and the administration/care of Contracting Authority's Profile. These persons will not participate in any way in the review and evaluation of the entries or the negotiations of the jury to prevent the possible breach of anonymity of the participants in the Competition.
- 4.4.7. An entry disqualified from the Competition due to the failure of the participant who submitted such entry may be assessed outside the Competition under the terms of section 10 par. 7 of Competition code and the participant may receive a special prize.

## **5. THE TERMS, COMPETITION INPUTS AND THEIR AVAILABILITY**

### **5.1. Availability of the Terms and inputs**

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

### **5.2. Competition documents**

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

- P01 Competition Brief (.pdf)
- P02 Building Programme (.pdf)
- P03 Area Concerned (.dwg)
- P04 Profiles and sections (.dwg)
- P05 Maps (.dwg, .pdf)
- P06 HSR Documentation (.pdf, docx)
- P07 Orthophotomap (.jpg)
- P08 Zoning Plan (.pdf)
- P09 Geo-Research (.pdf)
- P10 Photographs for plotting (.jpg)
- P11 Template – panel and text section (.indd/.pdf)
- P12 Template – affidavit of compliance with the conditions of participation (.docx)
- P13 Template – Draft contract for the delivery of the Ensuing Contract (.pdf)
- P14 Template – non-binding bidding price for the delivery of the Ensuing Contract (.docx)
- P15 Template – document "Contact" (.docx)
- P16 Template – participant's identification details / document "Author" (.docx)
- P17 Table of quantities and demands (.xls)
- P18 Instructions for the submission of the Competition Entry in electronic form (.pdf)
- P19 Confidentiality Agreement (.pdf)

- 5.2.2. The participants in the Competition commit that they will use the materials only for deciding on their participation in the Competition and for preparing the Competition Entry.

### **5.3. Explanation of the Terms (queries)**

- 5.3.1. The participants can submit requests for clarification of the Terms only in writing, via the Contracting Authority's Profile and no later than 17 days before the end of the time limit for the submission of the Competition Entry (see clause 7.1.4 of the Terms.)
- 5.3.2. The Contracting Authority will publish answers to participant's queries on Contracting Authority's Profile, including the precise wording of participant's query (without participant's identification) no later than 14 days before end of the deadline for submitting the Competition Entry.
- 5.3.3. The Contracting Authority can publish an explanation of the Terms even without the request from a participant (i.e. on its own initiative). In such case, the Contracting Authority shall publish such explanation on Contracting Authority's Profile.

#### 5.4. A tour of the competition venue

- 5.4.1. A visit to the project site will take place on **20. 9. 2020 at 11:00 CET (Central European Time)**. The participants to the site visit will meet at the **railway stop Kleneč**.

### 6. COMPETITION ENTRY

#### 6.1. Content of the Competition Entry

6.1.1. The Competition Entry will contain the following mandatory items:

1. **graphic part** of the Competition Entry (clause 6.2 of the Terms);
2. **text part** of the Competition Entry (clause 6.3 of the Terms);
3. **other parts** of the Competition Entry (clause 6.4 of the Terms).

#### 6.2. Particulars of the content and organisation of the graphic part of the Competition Entry

6.2.1. The Contracting Authority **requires** the participant to submit the graphic part of the Competition Entry on **5 panels**, while **recommending to** respect

- a) panel size B1, portrait orientation, and
- b) their layout and content as set out below:

<b>Panel 1:</b>	- general site layout of the Area Concerned (in recommended scale 1:3000) - general annotation describing the basic idea of the entry (recommended extent is approximately 1000 characters including blanks)
<b>Panel 2:</b>	- general site layout of the Terminal (in recommended scale 1:750)
<b>Panel 3:</b>	- drawings of the Terminal with the platform, platform access and roof structure (floor plans, sections and orthogonal elevations in recommended scale 1:250) - scheme of the passenger flow (in any form such as floor plan, section, axonometry, etc.) and other three-dimensional depiction of the proposal (a perspective image, axonometry, etc.), sketches, charts and schemes
<b>Panel 4:</b>	- general perspective of the Terminal - rendering of the Terminal (using any graphic method): at least 2 three-dimensional images of exteriors, at least 1 image of the interior, at least 1 image of the platform
<b>Panel 5:</b>	- general site layout of the Maintenance Depot (in recommended scale 1:1500) - general perspective of the Maintenance Depot - drawings of the Maintenance Depot structures – floor plans, sections and orthogonal elevations (in recommended scale 1:750)

6.2.2. The panels may contain any further representations in addition to the scope set out in clause 6.2.1 of the Terms; however, their use shall not impair the clarity of the statements made in clause 6.2.1 of the Terms and the requirement to maintain anonymity of the Competition Entry or the required number of panels (5 pieces).

6.2.3. The Contracting Authority points out that if the graphic 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-weight material for exhibition purposes, e.g. a Kapa board, Forex.

6.2.5. The Contracting Authority recommends organising the respective competition panels according to Annex P11.



**6.3. Particulars of the content and organisation of the text part of the Competition Entry**

6.3.1. The Contracting Authority **requires** the participant to submit a **maximum of 10 pages** of text for the text part of the Competition Entry and **recommends** respecting

- a) format A4, portrait orientation, font Verdana, font size 10, and
- b) the content of the text part below:

<b>Text report:</b>	- according to template P11, containing: <ul style="list-style-type: none"> <li>- panel preview 5;</li> <li>- annotation of the entry (recommended extent is approximately 1000 characters including blanks);</li> <li>- bidder's own text report containing the description of selected:                 <ul style="list-style-type: none"> <li>a) urban design and architecture;</li> <li>b) structural design and material solution;</li> <li>c) layout and operating solution;</li> <li>d) systems, equipment and energies;</li> <li>e) public space and landscape design;</li> <li>f) transport design;</li> <li>g) of the concept solution.</li> </ul> </li> </ul>
<b>Table of quantities and demands</b>	- dle vzoru <b>P17</b>  <i>NOTE: The Contracting Authority notes that the participant is obliged to prepare the Competition Entry so that the estimated investment costs of the future construction do not exceed the value set out in clause 2.2 of the Terms</i>
<b>Non-binding bidding price for the delivery of the Ensuing Contract:</b>	- according to template P14  <i>NOTE: The Contracting Authority draws attention to the fact that the estimated value of the Ensuing Contract according to clause 3.5.1 of the Terms is also the maximum amount of funds available to the Contracting Authority for the implementation of the Ensuing Contract and, therefore, the Contracting Authority will not be able to accept a higher offer of the bidder during the negotiations about the conclusion of the Contract.</i>

6.3.2. The text part may further contain additional information and technical specifications of the entry in the form 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 being 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 will be presented to the jury for assessment and evaluation.

6.3.4. The Contracting Authority recommends organising the text part of the Competition Entry according to 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 makes the final decision on the selection of Competitions Entries to be awarded prizes) include:

<b>An affidavit proving compliance with the conditions for participation:</b>	- according to template <b>P12</b>
<b>Document "Contact":</b>	- according to template <b>P15</b>
<b>Document "Author":</b>	- according to template <b>P16</b>

**6.5. Formal prerequisites for marking a Competition Entry**

6.5.1. All parts of the Competition Entry specified in clause 6.1 of the Terms (the graphic part, the text part as well as other parts of the Competition Entry pursuant to clause 6.4 of the Terms shall be identified as follows:

- a) with a frame sized 3 x 3 cm in the bottom right corner, in which the Competition Secretary will write the identification number of the Competition Entry;
- b) with „**TERMINÁL ROUDNICE NAD LABEM VRT**“ in the middle of the bottom part;
- c) the graphic 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 write the number of the respective part of the Competition Entry in accordance with the template in Annex P11.

6.5.2. The above-mentioned requirements for identifying the Competition Entry and its parts are recommendations only; however, if a participant chooses a different form of identification, such form of identification must not worsen the clarity of the Competition Entry or breach its required anonymity.

**6.6. Anonymity conditions of the Competition Entry**

6.6.1. Competition proposals will be presented anonymously. No part of the Competition Entry (except as expressly stated in these Terms) must contain the name and signature of the participant or a password or any other graphic mark that could lead to the identification of the participant and/or the author of the Competition Entry (if it is not the same as the participant), thereby breaching the anonymity of Competition Entries.

**6.7. Consequences of non-compliance with the requirements for Competition Entries**

6.7.1. A Competition Entry that breaches the mandatory requirements for the content of the Entry and/or violates the requirements for maintaining the anonymity of Competition Entries will be excluded from consideration by the Jury and the participant who submitted such an Entry to the Competition will be subsequently excluded from the Competition by the Contracting Authority. If such a Competition Entry brings highly precious concepts, it may be awarded a special prize after the ranking has been determined but the prizes and awards can be awarded only based on a decision of the Jury confirmed at least by a two-third majority of the regular members of the Jury. However, this special award cannot be granted as mentioned above to a participant who has been disqualified due to a breach of anonymity.

## 7. METHOD OF COMPETITION ENTRY SUBMISSION

### 7.1. Submission of the Competition Entry in paper format

- 7.1.1. The participant submits the **graphic part of the Competition Entry** on paper (see clause 6.2 of the Terms).
- 7.1.2. It is in the interest of the participant to place the Competition Entry submitted on paper in a robust and well-sealed packaging protecting the proposal against damage and secured it against opening. It shall be identified as „**NEOTEVÍRAT – SOUTĚŽNÍ NÁVRH – TERMINÁL ROUDNICE NAD LABEM VRT/ DO NOT OPEN - ROUDNICE NAD LABEM VRT TERMINAL**“.
- 7.1.3. The packaging requirements are recommendations only. However, the Contracting Authority is not responsible for the fact that Entries without proper marking on the packaging will not be delivered to the place of submission of the Competition Entries and that the Jury will not be able to evaluate 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 29 November 2021.**
- 7.1.5. Competition Entries in paper form should be submitted at the reception at:
- HAVEL & PARTNERS s.r.o., advokátní kancelář**  
**Na Florenci 15/2116, 7. patro**  
**110 00 Praha 1 / Česká republika**
- within the time limit according to clause 7.1.4 on any working day from 9:00 AM to 17:00 PM CET (Central European Time).
- 7.1.6. If sending a part of the Competition Entry submitted in paper form by post or other means of public transport, the participant shall mark the packaging with the following sender's address to maintain the anonymity of the sender:
- Česká komora architektů**  
**Josefská 6, 118 00 Praha 1 – Malá Strana**
- If the competition proposal is to be sent by post or other means of public transport from outside the Czech Republic, the participant shall – to keep the sender anonymous – indicate as sender's address the name and address of the professional association in which the participant is registered under the law in force in sender's country, or any other public organization with which the participant agrees on this procedure.
- 7.1.7. The person accepting the Competition Entry submitted by the participant in paper form shall mark the Competition Entry with the serial number, date and time of acceptance. In the case of personal submission, it shall issue for the participant an acceptance confirmation, with details regarding the date and time of acceptance.

### 7.2. Submission of the Competition Entry in electronic format

- 7.2.1. The participant shall submit the Competition Entry in electronic format through Contracting Authority's Profile in the scope specified below:

The participant shall submit in electronic format:	Recommended methods of submitting the individual parts of the Competition Entries in electronic form:
<b>The graphic part of the Competition Entry</b> (see clause 6.2 of the Terms)	- <b>in *.pdf format</b> (1 file; template <b>P11</b> )  in a 300dpi resolution or other suitable electronic format for publishing the Competition Entry on the website or in the Competition catalogue  - <b>design drawings in *.dwg format</b> (general site layout, floor plans and sections)
<b>The text part of the Competition Entry</b> (see clause 6.3 of the Terms)	- <b>in *.pdf format</b> (1 file; template <b>P11</b> ) , and also  - <b>text report in *.doc/ docx format</b> (1 file, template <b>P11</b> )  - <b>table of quantities and demands in *.xls/ xlsx</b> (1 file, template <b>P17</b> )  - a <b>non-binding price offer for the delivery of Ensuing Contract in *.xls/ xlsx format</b> (1 file, template <b>P14</b> )
<b>Other particulars of the Competition Entry</b> (see clause 6.4. of the Terms)	- <b>in *.pdf format</b> (3 files; templates <b>P12, P15 a P16</b> )

- 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 29 November 2021.**
- 7.2.3. **The Contracting Authority points out for the participants that in order to submit the Competition Entry in electronic form, the participants must be registered in the Electronic Tool / on Contracting Authority's Profile (see clause 5.1.1 of the Terms). At the same time, the Contracting Authority recommends that participants (due to possible complications associated with the submission of the Competition Entry in electronic form) ensure that they submit the Competition Entry in electronic form early on, before the deadline for the submission of Competition Entries (see clause 7.2.2 Terms).**

**The Contracting Authority recommends submitting the Competition Entry in electronic form in accordance with Annex P18 of the Terms.**

### 7.3. Late, missing or inconsistent submission of parts of the Competition Entry.

- 7.3.1. **A participant who submits the Competition Entry in paper form (i.e. the graphic part submitted in paper form) after the deadline under clause 7.1.4 of the Terms**

**or fails to submit such part of the Competition Entry as such, the Contracting Authority will exclude this participant from the Competition.**

In case of personal submission, the Contracting Authority has the right not to accept such Competition Entries (i.e. the graphic part submitted in paper form).

If sending the part of the Competition Entry submitted in paper form (i.e. the graphic part submitted in paper form) by post or other means of public transport, the participant should ensure in its own interest that the part of the Competition Entry submitted in paper form is delivered to the address referred to in clause 7.1.5 by the deadline set out in clause 7.1.4. of the Competition Conditions.

- 7.3.2. In case of any discrepancy between the graphic part submitted by the participant in paper form and in electronic form, the version of the graphic part of the Competition Entry submitted on paper shall prevail.
- 7.3.3. Should the participant, within the time limit according to clause 7.1.4 of the Terms, ensure the timely submission of the graphic part of the Competition Entry in paper form, but at the same time it did not ensure the timely submission of the graphic part of the Competition Entry by the deadline set out in clause 7.2.2 of the Terms in electronic form, such participant will not be excluded from participation in the Competition and the graphic part of its Competition Entry on paper form will be assessed and evaluated. In this case, however, the graphic part of the participant does not have to be published on the website of the Contracting Authority, in the Competition catalogue, etc.
- 7.3.4. Should the participant, however, within the time limit according to clause 7.2.2 of the Terms, ensure the timely submission of the graphic part of the Competition Entry in electronic form, but at the same time it did not ensure the timely submission of the graphic part of the Competition Entry by the deadline set out in clause 7.1.4 of the Terms in paper form, such participant will be excluded from participation in the Competition. The Competition Jury will always judge and evaluate only the graphic parts of Competition Entries submitted in paper form.
- 7.3.5. Should the participant, within the time limit according to clause 7.2.2 of the Terms, ensure the electronic submission of the individual parts of the Competition Entry in a format other than the recommended format (see clause 7.2.1), the Contracting Authority may invite such a participant to submit such parts of the Competition Entry in the recommended formats via Contracting Authority's Profile.
- 7.3.6. A participant who submits the „Author“ document as part of the so-called Other particulars of the Competition Entry (see clause 6.4 of the Terms) in electronic form after the expiry of the deadline according to clause 7.2.2 of the Terms or fails to submit such part of the Competition Entry as such, the Contracting Authority will exclude this participant from the Competition.

A participant who, within the time limit according to clause 7.2.2 of the Terms, has not ensured the electronic submission of other documents which constitute the so-called Other particulars of the Competition Entry, i.e. the documents „Contacts“ and „Affidavit to prove compliance with the conditions of participation“, it may be invited by the Contracting Authority via Contracting Authority's Profile to submit them additionally.

## 8. CRITERIA FOR EVALUATING COMPETITION ENTRIES

### 8.1. Evaluation criteria

- 8.1.1. The criteria according to which Competition Entries will be evaluated will be determined without any order of importance as follows:
- a) The overall quality of the urban, architectural, structural, transport, landscape and environmental design presented in the Competition Entry;**
- b) Reasonable efficiency of the building proposal in terms of investment costs.**
- 8.1.2. The evaluation criterion „Overall quality of the urban, architectural, structural, transport, landscape and environmental design presented in 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. Regarding the evaluation criterion „Reasonable efficiency of the building proposal in terms of investment costs“, the Competition Entries should respect the economic possibilities of the Contracting Authority not only in the expected amount of investment costs according to clause 2.2 of the Terms, but also, to a reasonable extent, future operating costs, i.e. a logical and efficient operational layout, reasonable energy costs and cleaning and maintenance of the proposed solution.
- 8.1.4. The degree of compliance with the evaluation criteria which cannot be expressed quantitatively will be assessed by the Jury on the basis of the experience and expertise of its individual members. This evaluation method of the Competition Entries is entirely at the discretion of the Jury and, pursuant to clause 13.3.2, the participants in the Competition, by participating in the Competition, agree with this method of evaluation.
- 8.1.5. Pursuant to Section 8(9) the CCA's Code of Competition, the jury may, if it is required so by the nature of the submitted competition proposals, invite experts to help them with their task with the prior consent of the Contracting Authority, who will continue to take part in those parts of the jury's deliberations to which they have been invited, but only in an advisory capacity.

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

### 9.1. Total amount for prizes, rewards in the Competition

- 9.1.1. The total amount of prizes and rewards in the Competition is **CZK 4 000 000** (in words: four million Czech crowns).

### 9.2. Prizes

- 9.2.1. The first prize is **CZK 2 000 000** (in words: two million Czech crowns).
- 9.2.2. The second prize is **CZK 750 000** (in words: seven hundred and fifty thousand Czech crowns).
- 9.2.3. The third prize is **CZK 500 000** (in words: five hundred thousand Czech crowns).

**9.3. Inclusion of the prize in the fee for the Ensuing Order**

- 9.3.1. **The prize paid will be included in the total fee for the delivery of the Ensuing Contract as set out in Annex P14 if a Contract for a usual fee is entered into between the Contracting Authority and the participant awarded.**

**9.4. Rewards**

- 9.4.1. The Contracting Authority will distribute among those participants whose Competition Entries were not awarded, but brought remarkable inputs and solutions a reward in the aggregate amount of up to **CZK 750 000** (in words: seven hundred and fifty thousand Czech crowns) based on the jury's decision.

**9.5. Reimbursement of costs connected with participation in the Competition**

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

**9.6. Conditions for possible decision on a different distribution of the prizes and/or decision not to award certain prizes**

- 9.6.1. Subject to the conditions set out in section 10 par. 8 and section 12 par. 2 of the Competition Rules of the CCA, the Jury may decide in exceptional cases 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 the prizes. This decision must be substantiated by the Jury in detail in the Competition report, together with 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 who are not 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., the Tax Code, as amended.
- 9.7.2. Prizes awarded in the Competition to legal entities and individuals who are 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 who is an entrepreneur in their annual tax return.
- 9.7.3. Prizes and reimbursements of expenses awarded to participants who do not pay taxes 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.
- 9.7.4. The prizes and rewards awarded in the Competition are paid exclusive of VAT.

**10. THE COMPETITION PROCESS****10.1. 10.1. Discussion of the Terms prior to the announcement of the Competition, approval of the Terms**

- 10.1.1. The Terms were discussed by the Competition Jury at its constitutive session on 1 July 2021 and subsequently approved by per rollam vote on 28 July 2021, and subsequently on 27. August 2021. The written confirmation of the approval is available at the Contracting Authority.

- 10.1.2. The Terms were approved by the Contracting Authority by signing of this document.

- 10.1.3. The CCA issued a confirmation of regularity with respect to the Terms on 11 August 2021 by letter Ref No 587-2021/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 Terms are available on Contracting Authority's Profile from the date of publication of the notice of commencement of the Competition (see clause 5.1.1 of the Terms).

**10.3. A tour of the competition venue**

- 10.3.1. See clause 5.4.1 of the Competition Conditions.

**10.4. Explanation of the Terms (queries)**

- 10.4.1. See clause 5.3 of the Terms.

**10.5. Submission of Competition Entries**

- 10.5.1. See clause 7 of the Terms.

- 10.5.2. A Competition Entry submitted in electronic form will be opened via the Electronic Tool by the persons of the Competition Organiser 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 their activity in relation to the Competition. These persons will ensure that the Competition Secretary and the Competition Entries Reviewers will only receive those parts of each of the Competition Entry 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 Competition Entries Reviewers access to any documents constituting the so-called Other particulars of the Competition Entry – see clause 6.4 of the Terms).

**10.6. Review of Competition Entries**

- 10.6.1. The Competition Entries will be reviewed by the Competition Secretary and the Competition Entries Reviewers immediately after expiry of the deadline for the submission of Competition Entries.



- 10.6.2. After unsealing the Competition Entries submitted as a hard copy (the graphic part), the Competition Secretary will mark the different parts of the Competition Entry with a number under which the Entries will be reviewed and evaluated. Based on the decision of the Jury or the Contracting Authority, the numbers of the Competition Entries may be changed, in any case not later than until the commencement of evaluation of the Competition Entries. The Competition Secretary will ensure that the same numeric identification will also be assigned to any other parts of the Competition Entry of the same participant subsequently submitted to the Jury for review and evaluation.
- 10.6.3. The Reviewers of Competition Entries and the Competition Secretary will prepare a report concerning the review of the Competition Entries and will submit it to the Jury and attach it to the report on Competition progress.

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

- 10.7.1. The person(s) authorised by the Contracting Authority or the Competition Organiser, who will not be involved in any way in the review and evaluation of the Entries and participate in the meeting of the Jury will verify the fulfilment of the conditions of participation in the Competition by the individual participants in the Competition in accordance with clause 4 of the Terms prior to the Jury evaluation meeting. For the purposes of the Jury's evaluation meeting, information on the execution and result of the verification of compliance with the conditions of participation in the Competition (in an anonymised form) will be provided in writing by the Competition Secretaries.

#### 10.8. Jury evaluation meeting

- 10.8.1. The date when the Jury meets to evaluate the Competition Entries is preliminarily set for the week from 10 January to 14 January 2022. Any change of the date of the evaluation meeting of the Jury will be published in the course of the Competition in the manner described in clause 5.3.3 of the Terms.

#### 10.9. Report on Competition progress

- 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. Their correctness will be authenticated by the signatures of all Jury members and person who took the minutes.
- 10.9.2. The Report on Competition progress primarily includes
- minutes of all Jury meetings, including the record of votes;
  - a report regarding explanations of the Terms, documents and inputs during the Entry submission period;
  - a report of the receipt and review of Entries;
  - recommendations to the Contracting Authority the elimination of participants from the Competition;
  - list of all Competition Entries being reviewed and evaluated;
  - a record of the evaluation procedure of Competition Entries including the voting record;
  - written evaluation of all Entries;
  - a statement of the Jury regarding the selection of the best Competition Entries, determination of the ranking of Competition Entries, distribution of prizes including substantiation and other recommendations of the Jury;
  - attendance sheets from Jury meetings.

- 10.9.3. Different opinions of Jury members may be recorded in the Report on Competition progress if the members concerned expressly request so.

#### 10.10. Decision on the selection of the best Competition Entry and its notification

- 10.10.1. In selecting the best Competition Entry, the Contracting Authority is bound by the statement 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 statement.
- 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 section 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 Contracting Authority's Profile within 10 business days after the adoption of the final decision regarding the selection of the best Competition Entries. The announcement will be accompanied by the Report on Competition progress.
- 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 best Competition Entries also by other means – via the Contracting Authority's website, via the CCA website.

#### 10.11. Disclosure of Competition Entries

- 10.11.1. A fifteen-day period for granting access to Competition Entries will start on the date of publication of the result of the Competition and of the Report on Competition progress.

#### 10.12. Conclusion of the Competition, cancellation of the Competition

- 10.12.1. The Competition will be concluded on the day:
- 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 section 13 of the Competition Rules, insofar as no objections have been submitted;
  - 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;
  - in case the petition has been submitted pursuant to section 251 PPA, when a decision to suspend 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 they have started their work on or finished their work on a Competition Entry compensation for the 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. The participants will demonstrate that they have started work on the Competition Entry by delivering their Competition Entry in the 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 Jury's statement regarding

the work in progress on the Competition Entries within 60 days of publication of the cancellation of the Competition.

### 10.13. Payment of prizes connected with participation in the Competition

10.13.1. Prizes will be paid out to award-winning participants within 60 days since the conclusion of the Competition pursuant to clause 10.12.1.

### 10.14. Public exhibition of Competition Proposals

10.14.1. A public exhibition of Competition Entries will commence not later than three months after publication of the notification of the decision regarding the selection of the best Competition Entry.

## 11. DISPUTE RESOLUTION

### 11.1. Objections

11.1.1. Participants of the Competition for Design 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. Every 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 best Competition Entry.

11.1.3. A participant 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 Terms and what the complainant is seeking.

11.1.4. The Contracting Authority will review 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, and will state the reason. If the Contracting Authority upholds the objections, in its decision it will state the remedy and announce this 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. The 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 is then subject to the rules of arbitration 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 be 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 Terms.

11.3.4. The arbitration award is final.

## 12. COPYRIGHT

### 12.1. Safeguarding the protection of copyrights in and to the Competition Entry in the participant – author relationship

12.1.1. The participant will demonstrate the safeguarding of the protection of copyrights in and to the Competition Entry by producing the documents specified below as part of the document identified as "Author" (see clause 6.4.1 of the Terms and according to template **P16**) for each of the following situations:

- a) if the author is a participant in the Competition, an affidavit of the author to the effect that the author is a participant in the Competition;
- b) if the author is an employee of a participant in the Competition, an affidavit of the author to the effect that the author is an employee of a participant in the Competition;
- c) if the author is a statutory body or partner of a participant (in case the participant is a legal entity), an affidavit of the author to the effect that the author is a statutory body or partner (shareholder) of a participant in the Competition;
- d) if the author is a subcontractor of a participant in the Competition, a licence agreement governing the settlement of copyrights between the author and the participant in the Competition;
- e) 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 in 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 the participant – Contracting Authority relationship

12.2.1. Authors of Competition Entries are holders of copyrights within the meaning of section 2

of Act no. 121/2000 Sb. on copyright and rights related to copyright and on the 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, the 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 lines in the Czech Republic.
- 12.2.3. Award-winning Competition Entries become Contracting Authority's assets. The 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 Terms is subject to the express consent of the authors.
- 12.2.4. Competition Entries that did not win any award 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 Competition Entries that did not win any award for 1 year from conclusion of the Competition, and then deal with them as the Contracting Authority will deem appropriate.

## 13. MISCELLANEOUS CONDITIONS

### 13.1. Language of the Competition

- 13.1.1. The Competition is announced and will be in the Czech language.
- 13.1.2. The Contracting Authority publishes the Terms and selected parts of Competition documents and inputs in Czech and in English. In case of any discrepancy between the two language versions, the Czech version will prevail.
- 13.1.3. All parts of the Competition Entry must be prepared as follows:
- graphic part in Czech language and/or in English language with translation into Czech language;
  - text part in Czech language or in English language with translation into Czech language (in this case the limit of 10 pages of the text part – see clause 6.3.1 of the Terms, applying only to the Czech part of the text report);
  - other parts of the Competition Entry (see clause 6.4.1 of the Terms) in Czech language and/or in English language with translation into Czech language.
- 13.1.4. If the competition proposal is submitted in English with a translation into Czech, the Czech language version will prevail in case of a conflict between the English and Czech version. For the avoidance of doubt, the Contracting Authority states that the Slovak language is equivalent to the Czech language in this case.

### 13.2. Governing law

- 13.2.1. The Competition will take place in compliance with Czech law.

### 13.3. Clause of Terms acceptance

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

**In Prague, dated** *(date is included in electronic signature)*

***(Czech language variant of this documents is signed)***

**Ing. Mojmír Nejezchleb**

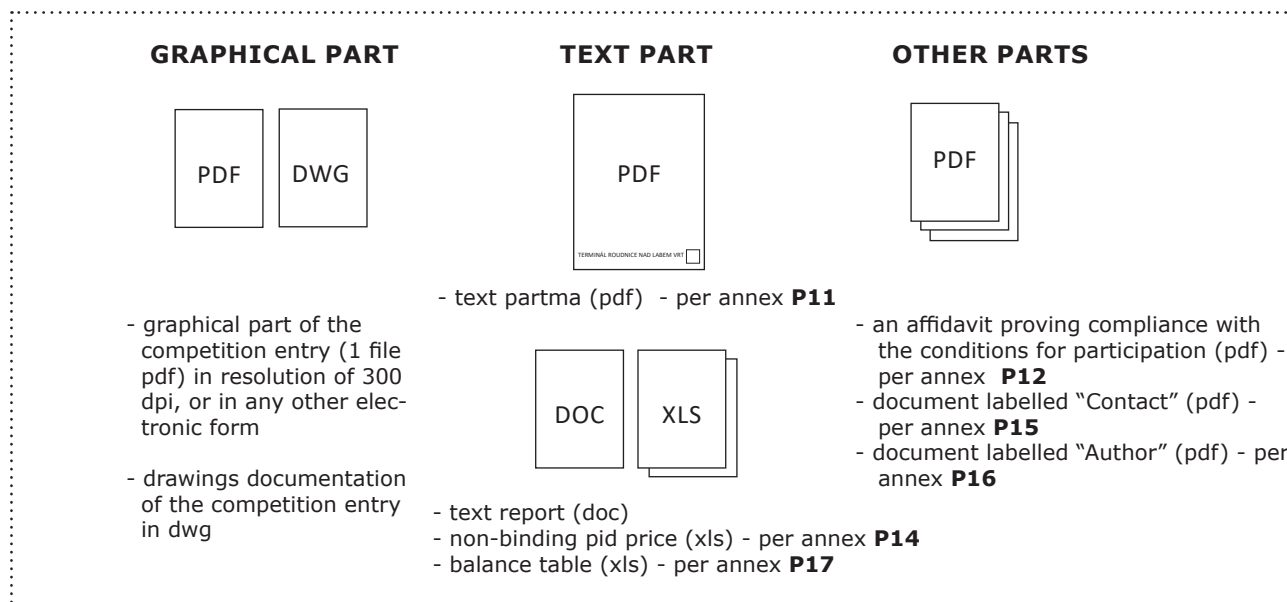
Deputy Director General for Rail Modernisation

Správa železnic, státní organizace (Railway Administration, State Organisation)

## 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 29 November 2021.

<https://zakazky.spravazeleznic.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 29 November 2021.

**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.

