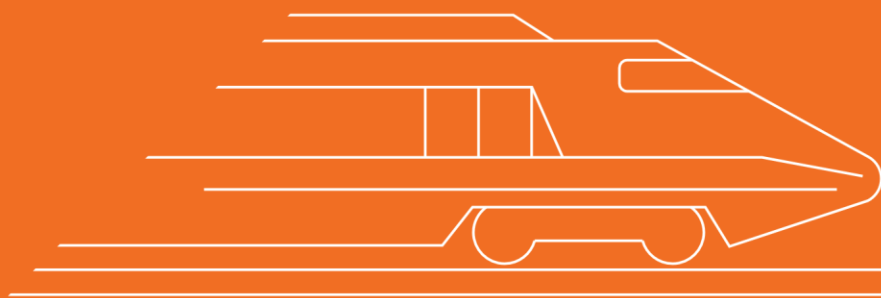

Jihlava VRT Terminal

Architectural design competition
Competition terms and conditions





SPRÁVA ŽELEZNIC, STÁTNÍ ORGANIZACE ANNOUNCES

Pursuant to Act no. 134/2016 Sb. on Public Procurement, as amended ("**PPA**"),
Act no. 183/2006 Sb., on Town Planning and the Building Code, as amended (the "**Building Act**"),
Act no. 360/1992 Sb. on the Profession of Certified Architects and on the Profession of Certified
Construction Engineers and Technicians (the "**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 1 VRT SVĚTLÁ NAD SÁZAVOU – VELKÁ BÍTEŠ; ARCHITEKTONICKÁ SOUTĚŽ TERMINÁL JIHLAVA VRT“

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

DEFINITIONS OF TERMS OF THE COMPETITION TERMS AND CONDITIONS

CCA / CCCE	Czech Chamber of Architects / Czech Chamber of Chartered Engineers and Technicians Engaged in Construction
DJP	Documentation of the joint permit according to the Lines Act (Act No. 416/2009 Coll.)
DZD	Documentation for the Zoning Decision
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.
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
Competition Entries Reviewers	See clause 1.6 of the Terms
Competition Secretary	See clause 1.5 of the Terms

Contract	A draft of the contract for the performance of the Ensuing Contract which is attached to these Terms as Annex P15
Competition	One-stage open architectural and urban design competition entitled „RS 1 VRT SVĚTLÁ NAD SÁZAVOU – VELKÁ BÍTEŠ; ARCHITEKTONICKÁ SOUTĚŽ TERMINÁL JIHLAVA VRT“
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, as amended (for the avoidance of doubt, the Contracting Authority states that neither family houses nor apartment buildings are considered to be amenity buildings).
Complainant	A participant who submits objections as part of disputes
Terminal	Railway terminal HSL Jihlava, including the flyover over the D1 motorway and related transport and technical infrastructure
ÚOHS	Office for the Protection of Competition
Selected Contractor	The contractor with whom the Contracting Authority concluded the Contract in the Procurement Procedure for the performance of the subject matter of the Ensuing Contract
Competition Brief	Annex P01 to the Terms
Contracting Authority	See clause 1.1 of the Terms
Procurement Procedure / NPWP	negotiated procedure without publication – the procurement procedure in which the Ensuing Contract will be awarded

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

1.1. CONTRACTING AUTHORITY

Name:	Správa železnic, státní organizace (Railway Administration, State Organisation)
Registered Office:	Dlážděná 1003/7, Nové Město 11000 Praha 1
Reg. / Tax ID No.:	709 94 234 / CZ 70994234
Data mailbox ID:	uccchjm
Represented by:	Ing. Jakub Bazgier, HSL Civil Engineering Administration

1.2. COMPETITION ORGANISER

Name:	Správa železnic, státní organizace
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Registered Office:	(Railway Administration, State Organisation) Dlážděná 1003/7, Nové Město 11000 Praha 1
Reg. / Tax ID No.:	709 94 234 / CZ 70994234
Contracting Authority's contract:	Ing. arch. Matyáš Hron
Tel.:	+420 702 270 219
Email:	HronM@spravazeleznic.cz

1.3. AUTHOR OF THE TERMS / COMPETITION BRIEF

Persons involved in the preparation of the Terms / Competition Brief on behalf of the Contracting Authority:

Ing. arch. Matyáš Hron	Správa železnic, státní organizace
Ing. arch. Adam Kolovratník	Správa železnic, státní organizace
Ing. Lukáš Tittl	Správa železnic, státní organizace
Mgr. Natália Kolejková Kordová	Správa železnic, státní organizace
Mgr. et Mgr. Veronika Řezáčová	Správa železnic, státní organizace
Ing. arch. Miroslav Vodák	CBArchitektura

1.4. JURY

The jury is composed of a dependent and an independent part:

1.4.1. Regular dependent members of the jury

1. Ing. Martin Švehlík	Správa železnic, státní organizace
2. Ing. Marek Pinkava	Správa železnic, státní organizace
3. Ing. arch. David Beke	City of Jihlava (Jury Vice-Chairman)

1.4.2. Regular independent members of the jury

1. Ing. arch. Petr Štefek	CCA 03605
2. Ing. arch. David Hlouch	CCA 04117 (Jury Chairman)
3. Ing. arch. MgA. Martin Rusina, Ph.D.	CCA 03983
4. Ing. et Ing. Tomáš Jiránek	CCA 03156

1.4.3. Jury Substitutes - dependent

1. Ing. Jakub Bazgier	Správa železnic, státní organizace
2. Ing. arch. Matyáš Hron	Správa železnic, státní organizace
3. Ing. arch. Aleš Stuchlík	City of Jihlava
4. Ing. Lukáš Tittl	Správa železnic, státní organizace

1.4.4. Jury Substitutes – independent

1. Ing. Aleš Marek, Ph.D.	CCCE 0007955
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2. Ing. arch. Peter Bednár Architect

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. Otherwise, the released person will be replaced by a substitute until the end of the Competition.

1.5. COMPETITION SECRETARY

Ing. arch. Miroslav Vodák Competition Secretary
Email / Phone: mirek.vodak@nolimat.com
+420 732 418 591

1.6. COMPETITION ENTRIES REVIEWERS

1. Ing. Jiří Velebil Správa železnic, státní organizace
2. Ing. arch. Adam Kolovratník Správa železnic, státní organizace

1.7. INVITED EXPERTS

1. Ing. Jan Janoušek Správa železnic, státní organizace
2. Ing. Jan Kubelka Správa železnic, státní organizace
3. Bc. Irena Růžičková Správa železnic, státní organizace
4. Ing. Václav Zikán Vysočina Region
5. Ing. arch. Kateřina Bezděkovská City of Jihlava
6. Ing. Petr Piáček City of Jihlava
7. Ing. arch. Martin Laštovička City of Jihlava
8. Mgr. Petr Ryška City of Jihlava
9. Michaela Zadinová Municipality of Střítež
10. Pavel Hably Municipality of Střítež

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

1.7.2. Invited competition experts will participate in the jury meeting during the initial discussion of the competition entries, where they will give their opinion on the competition entries to the jury members upon request. They will not participate during voting by the jury.

2. COMPETITION SUBJECT AND COMPETITION BRIEF

2.1. SUBJECT MATTER OF THE COMPETITION

2.1.1. The subject of the Competition is the elaboration of an architectural and urban design for the purposes of the future construction of the new Jihlava VRT (Jihlava HSL) Railway Terminal, the railway flyover over the D1 motorway and other related transport and



technical infrastructure in the scope of the Concerned Area, which will be part of the high-speed section of the VRT Vysočina (HSL Highlands). The terminal will serve as a transfer junction between the VRT Vysočina, conventional line and public transport and also as a P+R point for commuting from the Vysočina Region.

2.2. ESTIMATED INVESTMENT COSTS

- 2.2.1. The estimated investment cost for the construction is CZK **2.750.000.000 excluding VAT.** (relative to the 2Q/2023 price level).
- 2.2.2. The investment costs of the individual structures are shown in Annex P01.
- 2.2.3. A solution is expected that takes into account the above investment costs. The competition also serves to verify the construction costs thus determined and its results may lead to their updating.

2.3. CPV CODES

- 2.3.1. For the sake of convenience, the Contracting Authority defines the subject matter of the Competition 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. A detailed description of the brief for the participants is shown in the Brief (Annex **P01** to the to the Competition Terms and Conditions). The Contracting Authority recommends to respect:
- the requirements specified in the Brief
 - the scope of the project part of the Competition specified in the Annex **P01** to the Competition Terms and Conditions;
 - the scope of the conceptual part of the Competition specified in the Annex **P01** to the Competition Terms and Conditions.
 - Technical Specification for Interoperability (TSIs) in the section on accessibility of buildings (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%3A32014R1300>);
 - the location of the track and the position of the platforms according to the Annex **P02** to the Competition Terms and Conditions;
 - cross-section of the track and protective areas according to the **P03** to the Competition Terms and Conditions.
- 2.4.2. All the terms and conditions of the Contracting Authority specified in the Brief are set out as recommendations and their non-compliance is not a reason for elimination of the Competition Entry from consideration and for exclusion of the participant from the Competition. The quality and comprehensiveness of incorporation of these requirements into the Competition Entry will be evaluated in the Competition Entry under the evaluation criteria of Article 8 of the Competition Terms and Conditions. It is left to the inventiveness

of the participants to solve aspects of the subject of the Competition not mentioned in the Brief.

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 and on change of some acts (the Financial Control Act), as amended.
- 2.5.2. The Contracting Authority shall apply the elements of Responsible Procurement set out below in the Competition.
- a) 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.
 - b) Environmental solution as an evaluation criterion
 - The Contracting Authority considers that the requirement to comply with the 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.
 - c) 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 exclusively 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. 2.5.3 The Contracting Authority does not apply the elements of responsible procurement set out below to the Competition.
- a) 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.
 - b) 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.
 - c) 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.
- 3.1.5. 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 and the design of the VRT maintenance base in the area to the east of the Jihlava VRT terminal site.
- 3.1.6. The Competition is announced as anonymous.

3.2. PURPOSE 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 NPWP 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. 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. SS 1 – Preparation of design documentation
2. SS 2 – Proposal of the building (refinement of the competition entry into the detail level of the architectural study)
3. SS 3 – Planning Permit Documentation
4. SS 3 – Design documentation of the joint permit according to the Line Act (equivalent to Planning Permit Documentation)
5. 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, etc.).

- 3.3.2. As a part of the high-speed railway section HSR Vysočina, that will include a Terminal, 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.

- 3.3.3. 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 Section 152(4) of the Building Act during the construction of the Terminal in respect of all parts of the structure that will, whether or not in conjunction with the subsequent levels of the 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 **P15**.

- 3.3.4. 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 **P15** as a non-binding template for NPWP.



3.4. ENSUING CONTRACT ASSIGNMENT

- 3.4.1. The Contracting Authority will invite all participants whose competition entries 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 Procurement Procedure 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 competition entry 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 Procurement Procedure 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 competition entry was ranked third. The Procurement Procedure will be subsequently terminated, whether or not the Contracting Authority managed to negotiate the Contract with this participant.
- 3.4.2. The Contracting Authority draws attention that during the course of the NPWP, with reference to Section 127(3) of the PPA, it may be decided (for now unforeseeable reasons - e.g. insufficient financial coverage of the project) that the NPWP will be cancelled (i.e. terminated at any stage without concluding the Contract).
- 3.4.3. The participant, with whom the Contract will be concluded on the basis of the outcome of the NPWP, undertakes to grant to the Contracting Authority an exclusive licence for an unlimited period of time and territory to use the work created on the basis of the Contract, with the possibility to grant a sub-licence to third parties in accordance with the Civil Code in conjunction with Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (the Copyright Act), as amended (hereinafter referred to as the "Copyright Act"). The price for the license shall be included in the price for the work under the Contract.

3.5. ESTIMATED VALUE OF ENSUING CONTRACT

- 3.5.1. The expected value of the Ensuing Contract is CZK **30.000.000** excl. VAT. The estimated value of the Ensuing Contract was determined on the basis of an expert estimate in relation to the amount of the investment.
- 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 participant 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 SŽ 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 bid, 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 4.4.1 letter e), and the following persons:

Architect (one natural person)	Participated in at least 2 cases 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"> • new building or reconstruction of a public amenities civil structure, • estimated investment costs (in every case) of at least CZK 200 million excluding VAT¹. minimum level: Planning Permit Documentation² on that basis of which a legally effective planning permit was awarded
Civil engineer for civil structures (one natural person)	Participated in at least 2 cases 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"> • new building or reconstruction of a public amenities civil structure, • estimated investment costs (in every case) of at least CZK 300 mil. excluding VAT¹. minimum level: Planning Permit Documentation² on that basis of which a legally effective planning permit was awarded.
Civil engineer for transport structures (one natural person)	Participated in at least 2 cases 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"> • design of a transport structure • estimated investment costs (in every case) of at least CZK 200 mil. excluding VAT¹. minimum level: Planning Permit Documentation² on that basis of which a legally effective planning permit was awarded.
Civil engineer for	Participated in design preparation in the last 10 years

¹ For the purposes of converting investment costs from other currencies into CZK, the participants shall use the foreign exchange market rates set by the CNB on the date of the commencement of the Competition for Design (i.e. on the date of sending the notice 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/>.

² The subject of the designer's reference service did not have to be the provision of procurement activities (engineering) for the purpose of issuing a zoning decision; however, his/her activity had to relate to the preparation of project documentation in the detail of documentation for the issuance of a decision on the location of the structure according to Annex No. 1 of Decree No. 499/2006 Coll., on Construction Documentation, as amended, to the Building Act, on the basis of which a final zoning decision or another decision with a similar or higher level of detail was issued.



bridges (one natural person)	prior to the start of the Competition that met the following parameters: <ul style="list-style-type: none">• design of a new bridge structure,• length of the bridge at least 200 meters minimum level: Planning Permit Documentation ² on that basis of which a legally effective planning permit was awarded.
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The period of delivery of the above-mentioned reference orders 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 documentation is considered completed if accepted by the client who accepted it without any further objections.

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:

- jointly with other contractors to the extent to which that person alone participated in the delivery of the service, or
- as a subcontractor to the extent to which that person participated in the delivery of the service.

4. PARTICIPANTS IN THE COMPETITION

4.1. CONDITIONS FOR 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 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 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 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 Section § 74 of the PPA;
 - c) has professional competence according to Section § 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;
- 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 the following members, who are also the author/co-author of the Competition Entry and who meets the following requirements:

Position designation in participant's implementation team	Qualification requirements
Architect (one natural person)	Certified person pursuant to Section 4(2)(a) of the Act on Construction Professionals, or a certified person pursuant to Section 4(3) of the Act on Construction Professionals (holding a certification with general applicability) , or a certified architect under the law of the country of which the architect is a national or in which it is based, i.e. required is CCA certification with general applicability under numeric code A.0 or 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);
Civil engineer for transport structures (one natural person)	Certified person pursuant to Section 5(3)(b) of the Act on Construction Professionals , or a certified engineer or technician under the law of the country of which he/she is a citizen or in which he/she has his/her registered office, i.e. a CKAIT certification with the number ID00 or TD01 or TD02 or a foreign equivalent is required (except in cases where no such document is issued under the law of the country in which the engineer or technician has his/her registered office);
Civil engineer for bridges (one natural person)	Certified person pursuant to Section 5(3)(d) of the Act on Construction Professionals , or a certified engineer or technician under the law of the country of which he/she is a citizen or in which he/she has his/her registered office, i.e. a CKAIT certification with the number IM00 or TM01 or a foreign equivalent is required (except in cases where no such document is issued under the law of the country in which the engineer or technician has his/her registered office);



- f) are not persons subject to international sanctions against Russia and Belarus in connection with the situation in Ukraine.

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 **P13** to the Terms.

In the Procurement Procedure subsequent to the Competition, the conditions for participation in the form of qualification of the participant with whom the Procurement Procedure will be conducted and who will be invited to submit a bid in the Procurement Procedure 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 (f) of the Terms prior to entering into the Contract with the Contracting Authority.).

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 **P13** to the Terms); compliance with other conditions will be proven by these natural persons jointly

- 4.2.2. If several legal entities submit a competition entry as a participant, then every of these legal entities must separately comply with the conditions set out in clause 4.1.1 letter a) to c) of the Terms and must submit an affidavit on compliance with these terms (see Annex **P13** to the Terms); compliance with other conditions will be proven by these legal entities jointly.
- 4.2.3. 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 **P13** to Terms) to prove compliance with the conditions for participation pursuant to clause 4.1.1 letter a), b) (where not proven by documents) and f) of the Terms;
 - b) original or officially certified copies of documents pursuant to Section 75(1) of the PPA (with the exception of those conditions of participation pursuant to Section 4.1.1(b) of the Competition Terms and Conditions, the fulfilment of which is demonstrated pursuant to the PPA only by the submission of a statutory declaration);
 - 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 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 or in which he/she is a resident such document is not issued;

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 **P15**;
- 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 **P16**.

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:

- 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 FAILURE TO MEET THE TERMS, EXPLANATION OF THE COMPETITION BRIEF

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 4.4.1. 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 (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 clause 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 evaluation 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. 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.
- 4.4.5. 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(7) of Competition Rules and the participant may receive a special prize.

5. THE TERMS, COMPETITION INPUTS

5.1. AVAILABILITY OF THE TERMS

- 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.spravazeleznic.cz> , throughout the Competition.
- 5.1.2. The Competition Terms and Conditions and documents are provided free of charge to the participants. By accepting the Competition Terms and Conditions and the documents, the party interested in participation in the Competition undertakes to use these documents only for the decision to participate in the Competition and for the preparation of the Competition Entry.

5.2. COMPETITION DOCUMENTS

- 5.2.1. Competition documents published for the purposes of participation in the Competition:

P01	Competition Brief
P02	Area Concerned
P03	Profiles and sections
P04	Maps
P05	HSR Documentation
P06	Orthophotomap
P07	Zoning Plan

P08	Geo-Research
P09	Photographs for plotting
P10	Template – panel and text section
P11	Template – balance table
P12	Template – document “Author and Contact”
P13	Template – affidavit of compliance with the conditions of participation
P14	Template – non-binding bidding price for the delivery of the Ensuing Contract
P15	Template – Draft contract for the delivery of the Ensuing Contract
P16	Confidentiality Agreement
P17	Instructions for the submission of the competition entry in electronic form

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 deadline for the submission of the competition entry.
- 5.3.2. The Contracting Authority will publish the responses to the requests of the participants on the Contracting Authority's Profile, including the exact wording of each participant's request (without identifying them). The Contracting Authority will publish answers to requests from participants on the Contracting Authority's Profile on an ongoing basis, generally (if the nature of the questions allows) within 3 days of receipt of the enquiry from the interested party.
- The Contracting Authority recommends that you continuously follow the published explanations of the Competition Terms and Conditions on the Contracting Authority's Profile.** The Contracting Authority recommends that you check with the operator of the Contracting Authority's Profile that it has set up an automatic notification to subscribe to an explanation of the Competition Terms and Conditions.
- 5.3.3. The latest time limit for answering any questions from the Contracting Authority is 14 days before the deadline for submission of Competition Entries.
- 5.3.4. The Contracting Authority is entitled to publish an explanation to the Competition Terms and Conditions even without a request. In such a case, the Contracting Authority will publish such an explanation via the 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 September 07, 2023 at 12:00 CET. The participants to the site visit will meet at the railway stop Jihlava-Bosch Diesel.

6. COMPETITION ENTRY

6.1. CONTENT OF THE COMPETITION ENTRY

- 6.1.1. The competition entry will contain the following mandatory items:
- graphic part** of the competition entry as per clause 6.2 of the Terms;
 - text part** of the competition entry as per clause 6.3 of the Terms;



- c) **other parts** of the competition entry as per 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 recommends that the participant submit the graphic part on 6 panels of lightweight material for exhibition purposes (e.g. Kapa board or Forex), format 1,000 x 700 mm, in the landscape format.
- 6.2.2. The Contracting Authority recommends that the individual competition panels be arranged according to the **P10** Competition Terms and Conditions and respect the following recommended content and scales:

Panel 1:	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)
Panel 2:	general site layout of the Terminal (in recommended scale 1:750)
Panel 3:	overall perspective of the Terminal, including the flyover over the D1 motorway and the related transport and technical infrastructure (any overhead visualisation)
Panel 4:	drawings of the Terminal with platform, platform access and roof structure (floor plans, sections and orthogonal views at the recommended scale of 1:250) diagram of passenger flow (in any form – e.g. floor plan, section, axonometry) and other spatial representation of the design (perspective view, axonometry, etc.), sketches, diagrams
Panel 5:	visualisation of the Terminal (using any graphic technique): 2x spatial views of exteriors, 1x interior view, 1x platform view
Panel 6:	overall site plan of the flyover (in the recommended scale 1:1,500) drawings of the flyover structures, ground plans, sections and orthogonal views (in the recommended scale 1:750) visualisation of the flyover

- 6.2.3. 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.
- 6.2.4. The Contracting Authority points out that if the graphic part of a competition entry submitted by a participant contains more than 6 panels, only the first 6 panels will be presented to the jury for assessment and evaluation.

6.3. PARTICULARS OF THE CONTENT OF THE TEXT PART OF THE COMPETITION ENTRY

- 6.3.1. The Contracting Authority recommends that the participant submit a text section of no more than 10 A4 pages, single-sided, with a recommended font size of 10, Verdana type.
- 6.3.2. The Contracting Authority recommends to arrange the text part of the competition proposal in accordance with document **P10** of the Competition Terms and the content below:

- title page
- reduced previews of the panels of the graphic part of the Competition Entry to A4 format
- annotation of the Entry (in the recommended length of about 1,000 characters including spaces);
- description of the urban and architectural design;
- design and material solution;
- layout and operational solution;
- technological and energy solutions;
- public space and landscape solution;
- transport solution;
- the conceptual solution in relation to the Brief.

6.3.3. The text section may include diagrams explaining the design, but should not include any other visualisations.

6.3.4. If the participant submits a text part of the Competition Entry of more than 10 pages, only the first 10 pages will be submitted to the jury for evaluation and assessment (the title page and reduced panel previews are not included in the 10 pages).

6.4. OTHER PARTS OF THE COMPETITION ENTRY AND THE RESPECTIVE PREREQUISITES

6.4.1. Other parts of the Competition Entry are

- a) completed balance table (**P11**)
- b) a completed and signed "Author and Contact" document (**P12**)
- c) a completed and signed 'Affidavit of Compliance with the Conditions of Participation' (**P13**)
- d) a completed "non-binding proposal price for the performance of the Ensuing Contract" (**P14**) in .pdf and .doc/docx format

Documents 6.4.1(b)-(d) of the Competition Terms and Conditions will not be made available to the Competition Jury prior to the completion of the evaluation of the Competition Entries and the final opinion on the ranking of the Competition Entries.

6.5. PREREQUISITES FOR MARKING A COMPETITION ENTRY

6.5.1. The graphic and text part of the Competition Entry will be marked as follows:

- a) with a frame sized 3 x 3 cm in the bottom right corner, in which the Competition Secretary will write the identification number of the competition entry;
- b) with „**TERMINÁL JIHLAVA 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 **P10** to the Terms.

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 entry 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 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.

7. METHOD OF THE COMPETITION ENTRY SUBMISSION

7.1. SUBMISSION OF THE COMPETITION ENTRY IN HARD COPY

- 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 competition entry against damage and secured it against opening. It shall be identified as „**NEOTEVÍRAT – SOUTĚŽNÍ NÁVRH – TERMINÁL JIHLAVA VRT / DO NOT OPEN – JIHLAVA VRT HSL 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 graphic part of the competition entry to the Contracting Authority in hard copy by the deadline for the submission of competition entries: 12:00 pm CET (Central European Time) on November 10, 2023.**
- 7.1.5. Competition entries in hard copy should be submitted at the reception at:

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

within the deadline according to clause 7.1.4 of the Terms on any working day from 9:00 AM to 17:00 PM CET (Central European Time) and on the last day of the relevant period by 12:00 CET.

- 7.1.6. If sending a part of the competition entry submitted in hard copy 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, Česká republika /Czech Republic**

- 7.1.7. If the competition entry 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.
- 7.1.8. The person accepting the competition entry submitted by the participant in hard copy 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:
- A. The graphic part of the competition entry (see paragraph 6.2. of the Competition Terms and Conditions)
 - graphic part of the competition entry (**P10**) in vector format .pdf
 - in *.dwg format design drawings (site plan, ground plans and sections)
 - B. The text part of the competition entry (see paragraph 6.3. of the Competition Terms and Conditions)
 - Text report (**P10**) in .pdf and .doc/ docx format
 - C. Other parts of the competition entry (see paragraph 6.4. of the Competition Terms and Conditions)
 - completed balance table (**P11**) in .xls/.xlsx format
 - a completed and signed "Author and Contact" document (**P12**) in .pdf and .doc/docx format (unsigned version)
 - a completed and signed 'Affidavit of Compliance with the Conditions of Participation' (**P13**) in .pdf and .doc/docx format (unsigned version)
 - a completed "non-binding proposal price for the performance of the Ensuing Contract" (**P14**) in .pdf and .doc/docx format
- 7.2.2. **The participant will submit to the Contracting Authority the competition entry in electronic form by the deadline for the submission of competition entries: 12:00 pm CET (Central European Time) on November 10, 2023.**
- 7.2.3. The Contracting Authority draws the participants' attention to the fact that in order to submit a Competition Entry in electronic form, the participants must be registered in the Electronic Tool / on the Profile of the Contracting Authority (see Sec. 5.1.1. of the Competition Terms and Conditions). The operator of the Contracting Authority's Profile is not the Contracting Authority, but a third party. The responsibility for timely registration on the Contracting Authority's Profile rests with the prospective interested party. The Contracting Authority also recommends that suppliers (due to the potential complications associated with submitting a Competition Entry in electronic form) ensure that they submit their Competition Entry in electronic form well in advance of the deadline for submission of Competition Entries.

7.3. LATE, MISSING OR INCONSISTENT SUBMISSION OF PARTS OF THE COMPETITION ENTRY.

- 7.3.1. **A participant who submits the competition entry in in hard copy (i.e. the graphic part submitted in in hard copy) 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 a competition entry.

- 7.3.2. If sending the part of the competition entry submitted in in hard copy (i.e. the graphic part submitted in in hard copy) 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 hard copy is delivered to the address referred to in clause 7.1.5 by the deadline set out in clause 7.1.4 of the Terms.
- 7.3.3. In case of any discrepancy between the graphic part submitted by the participant in hard copy and in electronic form, the version of the graphic part of the competition entry submitted on paper shall prevail.
- 7.3.4. Should the participant, within the deadline according to clause 7.1.4 of the Terms, ensure the timely submission of the graphic part of the competition entry in hard copy, 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 in hard copy 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.
- 7.3.5. Should the participant, however, within the deadline 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 hard copy, 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 hard copy.
- 7.3.6. Should the participant, within the deadline 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.
- 7.3.7. A participant who submits the „Author and Contact“ 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.
- 7.3.8. A participant who, within the deadline according to clause 7.2.2. of the Terms, has not ensured the electronic submission of the document „An affidavit on compliance with the conditions for participation“, it may be invited by the Contracting Authority via Contracting Authority's Profile to submit them additionally.

8. 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 construction design 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 construction design 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 Competition Rules of the CCA, the jury may, if it is required so by the nature of the submitted competition entries, 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 AND REIMBURSEMENT OF COSTS

9.1. TOTAL AMOUNT FOR PRIZES IN THE COMPETITION

- 9.1.1. The total amount of prizes and rewards in the Competition is CZK 8,000,000 (in words: eight million Czech crowns).

9.2. PRIZES AND REWARDS

- 9.2.1. The first prize is CZK 3,000,000 (in words: three million Czech crowns).
- 9.2.2. The second prize is CZK 2,000,000 (in words: two million Czech crowns).
- 9.2.3. The third prize is CZK 1,500,000 (in words: one million five hundred thousand Czech crowns).
- 9.2.4. 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 1,500,000.

9.3. REIMBURSEMENT OF COSTS

- 9.3.1. The Contracting Authority will not provide any reimbursements of costs of participation in the Competition.
- 9.3.2. 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. CONDITIONS FOR POSSIBLE DECISION ON A DIFFERENT DISTRIBUTION OF THE PRIZES AND/OR DECISION NOT TO AWARD CERTAIN PRIZES

- 9.4.1. Subject to the conditions set out in section 10(8) and section 12(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.

9.5. TAXATION OF THE PRIZES AWARDED IN THE COMPETITION

- 9.5.1. 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)(i) 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.
- 9.5.2. 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.
- 9.5.3. Prizes and rewards 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.
- 9.5.4. The prizes and rewards awarded in the Competition are paid exclusive of VAT.

10. THE COMPETITION PROCESS

10.1. DISCUSSION AND APPROVAL OF THE TERMS

- 10.1.1. The Terms were discussed by the Competition Jury at its constitutive session on 30 June 2023 and subsequently approved by per rollam vote. The written confirmation of the approval is available at the Contracting Authority.
- 10.1.2. The CCA issued a confirmation of regularity with respect to the Terms on August 09, 2023 by letter Ref No 515-2023/DM/Ze.
- 10.1.3. The Terms were approved by the Contracting Authority by signing this document.

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.
- 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 in the Public Procurement Bulletin.

10.3. A TOUR OF THE COMPETITION VENUE

- 10.3.1. See clause 5.4.1 of the Terms.

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.

10.6. VERIFICATION OF FULFILMENT OF CONDITIONS FOR PARTICIPATION IN THE COMPETITION

10.6.1. 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 Secretary.

10.7. REVIEW OF COMPETITION ENTRIES

- 10.7.1. 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.
- 10.7.2. 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.
- 10.7.3. The Competition Entries Reviewers 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.
- 10.7.4. As part of the review of the Competition Entries, the Competition Entries will also be made available to selected invited experts of the Competition for technical review of the Competition Entries.

10.8. JURY EVALUATION MEETING

10.8.1. The date when the Jury meets to evaluate the competition entries is preliminarily set to 28 November 2023. Any change of the date of the evaluation meeting of the Jury will be published in the course of the Competition in the Contracting Authority's Profile.

10.9. REPORT ON COMPETITION PROGRESS

- 10.9.1. The Competition Secretary will prepare the report on competition progress. Their correctness will be authenticated by the signatures of all Jury members taking vote at the evaluation meeting and verified by the person who took the minutes.
- 10.9.2. The Report on Competition Progress primarily includes:
- a) minutes of all Jury meetings, including the record of votes;
 - b) a report regarding explanations of the Terms during the entry submission period;



- c) a report of the receipt and review of Entries;
- d) recommendations to the Contracting Authority the elimination of participants from the Competition;
- e) a list of all competition entries being evaluated;
- f) a record of the evaluation procedure of competition entries including the voting record;
- g) written evaluation of all entries;
- h) 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;
- i) attendance sheets from Jury meetings;
- j) Commitments and Declaration of Impartiality and Non-bias of Jurors.

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. ACCESS TO 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. CLOSING OF THE COMPETITION, CANCELLATION OF THE COMPETITION

10.12.1. The Competition will be closed on the day:

- a) when the deadline for the submission of objections against the selected competition entry expires for all participant pursuant to section 241 et seq. PPA and section 13 of the Competition Rules, insofar as no objections have been submitted;
- b) in case objections have been submitted, when the deadline for the submission of a petition to the ÚOHS for the commencement of procedure to review the Contracting Authority's steps expires pursuant to section 251(2) and (3) PPA, insofar as the petition has not been submitted;
- c) in case the petition has been submitted pursuant to section 251 PPA, when a decision to 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. The total amount of compensation paid for the cancellation of the Competition will not exceed CZK 8,000,000. The maximum amount of compensation for one participant is CZK 1,500,000.

The decision on the specific amount of compensation for the cancellation of the Competition rests with the Jury, which will assess the elaboration of the individual competition entries according to their experience and knowledge. 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 Contracting Authority's Profile 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 within 50 days of publication of the cancellation of the Competition.

10.13. PAYMENT OF PRIZES AND REWARDS IN THE COMPETITION

10.13.1. Prizes and rewards will be paid out to participants within 50 days since the closing of the Competition pursuant to clause 10.12.1.

10.14. PUBLIC EXHIBITION OF COMPETITION ENTRIES

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 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 ÚOHS.

11.2. MOTION TO COMMENCE PROCEEDINGS TO REVIEW THE STEPS OF THE CONTRACTING AUTHORITY

- 11.2.1. The motion must be delivered to the ÚOHS 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.

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 shall demonstrate that the copyright protection of the Entry has been secured by attaching the following documents (as applicable) to the "Author and Contact" document (see template **P12**):
- a) a declaration that the participant is also the author in the case where the Competition Entry is translated by a natural person who is both the participant and the author, or by a legal entity, of which the person who is the author of the Entry is a member of the statutory body;
 - b) in all other cases where the author is not the same as the participant (see (a) above), a statement by each individual author of the settlement of copyrights with the participant.
- 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. The authors of the competition entries are the holders of exclusive personal copyright within the meaning of the Copyright Act. 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.
- 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. The authors of these competition entries expressly agree to cooperate with the Contracting Authority in the preparation of the exhibition and catalogue of the Competition.
- 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.



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 written in the Czech language.
- 13.1.4. 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 Competition Entries Reviewers, jurors and invited experts acknowledge and confirm that they are familiar with all 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 Terms and decisions of the Jury made under and in accordance with these Terms.

In Prague, dated *(the date is indicated in the signature)*

(Czech language variant of this documents is signed)

Ing. Mojmír Nejezchleb

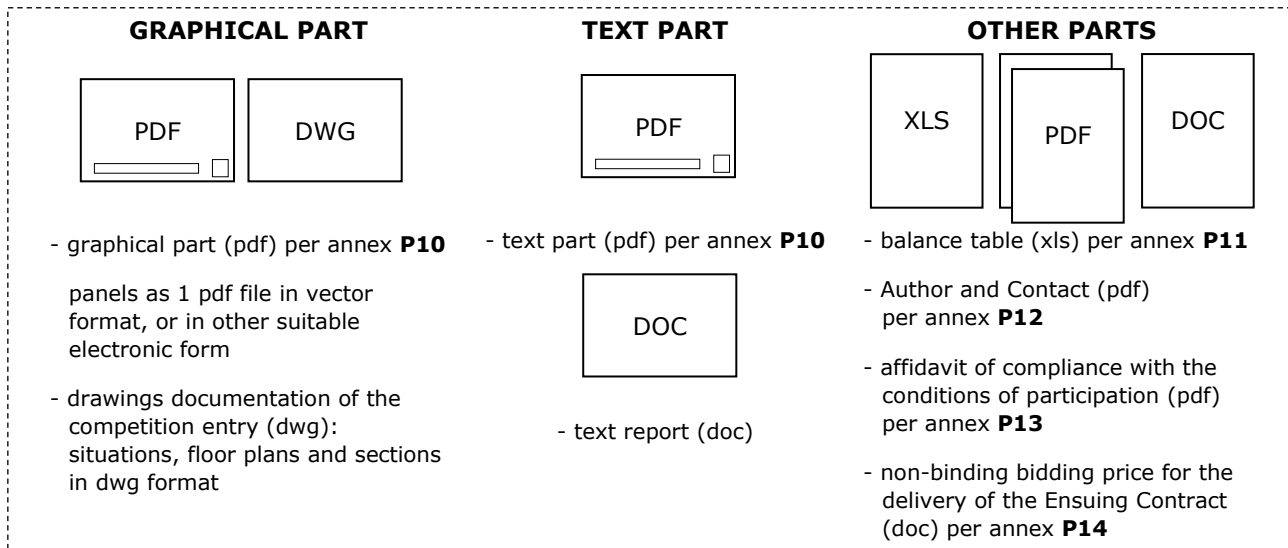
Deputy Director General for Rail Modernisation

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: 12:00 PM CET (Central European Time) on November 10, 2023.

<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: 12:00 PM CET (Central European Time) on November 10, 2023.

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 Česká republika / Czech Republic

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 organization with which this method will be agreed upon.

