



# CONTRACTING DOCUMENTATION

for public contract

**‘CzechAccelerator 2011-2014, Switzerland’**

The under-the-limit public contract (hereinafter as the PC) to provide services is awarded through a simplified under-the-limit procedure pursuant to section 38 of Act 137/2006 Coll., the Public Procurement Act, as amended (hereinafter as the ‘Act’) by means of a written call for bids and evidence of satisfaction of qualification criteria (hereinafter as the ‘Call’).

The contracting agency is *Agentura pro podporu podnikání a investic CzechInvest*, with its registered office at Štěpánská 15, 120 00, Prague 2, acting through Ing. Miroslav Křížek, Ph.D., general manager (hereinafter as the ‘Agency’).

The contracting documentation (hereinafter as the ‘CD’) defines the subject of the PC in the necessary detail for preparing bids. The contractual terms and conditions set out in the draft agreement enclosed to the CD (hereinafter as the ‘Agreement’) form an integral part of the CD.

## 1. Agency Identification

**Agentura pro podporu podnikání a investic CzechInvest**

Štěpánská 15, 120 00, Prague 2

Registration No.: 71377999

Represented by Ing. Miroslav Křížek, Ph.D., general manager

Contact person: Radek Šoltys

Tel./fax: 296 342 648

E-mail: [accelerator@czechinvest.org](mailto:accelerator@czechinvest.org)

## 2. Subject of Contract and Agency’s Requirements Defined in Detail

Through the national programme *Czech Technology Accelerator – CzechAccelerator* the Agency has since 2010 been providing targeted support for economic, marketing and managerial development of small Czech technology businesses and focusing on commercializing their products on target markets in foreign countries. The CzechAccelerator 2011–2014 project draws on hitherto experience with this national programme.

Support for small and start-up businesses in gaining ground and experience on foreign markets is critical to promoting future competitiveness of the Czech economy. As a result, the Agency regards it as highly beneficial to set up technology accelerators in target markets. Foreign stays for managers of aid recipients combined with practical assistance and direct support from the Agency will contribute to developing the entrepreneurial environment in the segment of small-sized start-up businesses, gaining practical managerial experience in target markets and developing entrepreneurial spirit



among start-up entrepreneurs. In this the project will contribute to supporting and forming knowledge-based economy, supporting just-founded innovation businesses and better promoting Czech advanced-technology businesses and products in global competition. The chief objective is to provide sufficient volume of consulting and other services to allow a product to gain ground on a foreign market – find partners, the necessary know-how, funds, and customers.

**The subject of the PC** is to select a supplier that will arrange information, consulting, training and other related services in Switzerland as part of the CzechAccelerator 2011–2014 project. In the target market the supplier is to arrange adequate premises, opportunities for participants to meet and network with potential partners (venture capital funds – the VC, and technology and business partners) and arrange consulting and training services as far as is possible.

***The Agency requires that the supplier:***

***1) Arrange physical premises to meet the following specifications:***

- Furnished office space (desk, chairs, etc.) for up to two companies (for one to two persons for each company) (an office or a booth) of a minimum of 20 square metres;
- Internet;
- Electric socket access;
- Reception on the premises available during usual business hours.

***2) Render the following services to the participants in the CzechAccelerator project:***

- Arrange for participants (applicants for support for a project which satisfied acceptability criteria and was chosen for funding) to attend a minimum of 10 (an optimum of 31 and more) networking events in the place of operation per year, or at any other suitable places, with Business angels (BA), VC or technology companies also attending;
- Opening training to span a minimum of one day (introduce the local environment, practices and structures).

***3) Satisfy the following below requirements describing in more detail the supplier's business and legal existence***

- for the supplier to have a minimum of six months of legal existence and history of providing the services;
- for the supplier to focus on providing services for business development of small and mid-sized technology businesses (especially those in biotechnology life sciences, cleantech and precision engineering industries);
- for the supplier to submit a list of contacts to a minimum of five venture capital funds or major technology companies with which the supplier has worked;
- submit a list of successfully launched businesses using his own or outside investment capital;



- submit a list of international clients broken down by industry.

**Ideally, the supplier is also to render the following services (failure to offer the following services does NOT disqualify the supplier from this tender):**

- Training in marketing, export, and approaches to marketing in the market of the participant's product;
- Training and assistance in creating a business plan;
- Training in intellectual property protection and legal aspects of introducing products to the local market;
- Assistance in company setting-up, immigration, employment law, and accounts.

**The public contract estimated value is CZK 3,000,000 without VAT.**

*(The rate of the Czech National Bank valid on the day this public contract is announced will be the rate to convert Czech crowns into euros.)*

**Public contract estimated term of performance: 1 January 2012 – 30 June 2014**

### **3. Place of Performance**

- **Switzerland** – marketing title 'Switzerland CzechAccelerator'.

### **4. Commencement Date**

**1 January 2012**

### **5. Evidence of Satisfying Qualification and Other Criteria**

The documents to evidence satisfaction of qualification criteria are to be submitted as **regular copies**. The Agency reserves the right to request original or certified copies prior to executing the agreement with the winning supplier.

If the Agency requires affirmation, such affirmation must be signed by the applicant's governing body; if signed by a different person, the original or certified copy of the authorization of such other person must be enclosed to the documents evidencing the applicant's satisfaction of qualification criteria. **Failure to comply with these conditions will qualify as failure to satisfy qualification criteria and will result in disqualifying the applicant from the tender.**

If the supplier is unable to evidence to the full extent the satisfaction of some of the qualification criteria defined by the Agency (professional, economic, financial and technical criteria), the supplier may evidence the missing qualification through his sub-suppliers. *(If this is the case, the supplier must submit to the Agency the documents evidencing the satisfaction of the basic qualification criterion (not being blacklisted for public contracts) and the professional qualification criterion (copy of entry in the commercial registered if such entry exists or copy of entry in other similar register if such entry exists) and a contract executed with the sub-supplier resulting in the sub-supplier's obligation to render the performance designated for the supplier's performance of the public contract or to give or grant things or rights which the supplier will be authorized to dispose of when performing the public contract, to an*



*extent no less than the extent to which the sub-supplier proved his compliance with qualification criteria).*

The supplier may not prove the satisfaction of qualification criteria through a sub-supplier, such as presenting a copy of entry in the commercial register if the supplier is registered there or a copy of entry in other similar register if the supplier is registered there).

**Foreign suppliers are to prove the satisfaction of qualification criteria as required by the legal order of the country where they have a registered office, place of business or address of residence, to the extent as required by this Act and the contracting agency. If the legal order valid in the country where a foreign supplier has a registered office, place of business or address of residence does not provide for issuing certain documents, such a foreign supplier is to prove the satisfaction of the qualification criteria in question by an affirmation. If the country where a foreign supplier has a registered office, place of business or address of residence imposes no such duty the satisfaction of which is to be evidenced as part of qualification, the supplier is to make an affirmation in respect of that fact.**

**The Agency will regard it as sufficient if the documents proving compliance with the qualification criteria are submitted by the foreign supplier in the original language and translated into English.**

Compliance with the **basic qualification criteria** under section 53(1) of the Act is to be evidenced by an **affirmation** enclosed to the bid.

The applicant is to complete the sample affirmation enclosed as Appendix 2 to the contracting documentation.

Compliance with **professional qualification criteria** is to be evidenced as follows:

under **section 54(a)** of the Act, by submitting a **copy of the entry in the commercial register** (if entered in the said register) or a **copy of the entry in another similar register** (if entered in such a register);

under **section 54(b)** of the Act, by submitting a business licence or permit under special legal regulations to the extent as adequate to the subject of the public contract, especially a certificate evidencing the relevant trade licence or permit for the objects of business.

Compliance with **technical qualification criteria** is to be evidenced as follows:

under **section 56(2)(a)** of the Act, by submitting a list of major services rendered by the supplier **in the last 3 (three) years**.

The applicant satisfies the technical qualification under **section 56(2)(a)** of the Act if he has delivered in the last 3 (three) years:

- **a minimum of three** major service contracts covering the provision of premises and other related services that correspond to the subject of this contract.



The following must be attached to the list of major services:

- a certificate issued by a contracting authority if such services were rendered to such an entity, or
- a certificate issued by a different entity if such services were rendered to an entity other than a contracting authority, or
- an affirmation by the supplier if such services were rendered to an entity other than a contracting authority and the certificate cannot be obtained from such an entity for reasons on the part of that entity.

If objective reasons prevent the supplier from evidencing the satisfaction of technical requirements by the specified manner, the supplier may do so by a **sole affirmation**.

## 6. Content

The bid price is specified as unit price per square metre as well as price for total office space offered and price for the package of services. The applicant is to break down his bid price as follows:

- a) Total price for the physical premises provided, including all taxes and fees, per square metre as well as total space offered;
- b) Basic price for the physical premises and the services provided (without federal, national or local taxes or fees) per square metre as well as total space offered;
- c) Federal, national and local taxes and fees;
- d) Total price for the physical premises and services provided, including all taxes and fees, per square metre as well as total space offered;
- e) Price for the package of services including all taxes and fees.

**The quotation must cover all and any costs of the applicant associated with the full delivery of the public contract. Consequently, the price must cover all the services such as organizing networking and other events (as specified in the bid) and the fees associated with using office space (energies, water rate and sewage charge, and other charges).**

The Agency does not accept any variant bids.

Bids in Czech are accepted as well as those solely in English.

If the applicant intends to designate a portion of the public contract performance to a single sub-supplier or multiple sub-suppliers, the Agency requires that the applicant specify in his bid these portions of the public contract as well as each sub-supplier's identification data and percentage of public contract performance (the bid is to include a list of such sub-suppliers). If this is the case, the Agency requires that the applicant enclose with his bid written statements of such sub-suppliers consenting to being listed in the applicant's bid as sub-suppliers; such statements must be executed by the persons authorized to act on behalf of or for such sub-suppliers.

The bid is to contain the below recommended documents:

1. Bid cover sheet;
2. Table of contents listing any appendices to the bid with references to page numbers of the bid documentation;



3. The bid documentation must also include:
  - affirmation stating that the basic qualification criteria are satisfied;
  - documents substantiating the satisfaction of professional qualification criteria;
  - total bid price;
  - completed specifications table for bid assessment using the assessment sub-criterion *Physical premises quality and furnishing*;
  - completed specifications table for bid assessment using the assessment sub-criterion *How well services are arranged for participants*;
  - applicant's segment-focus;
  - list of events designated for support of small and mid-sized technology businesses;
  - list of successful clients that received funds from a venture capital fund or a business angel investment in the last 5 years;
  - amount of own venture capital investment in the last 5 years;
  - a list of contacts to a minimum of 5 venture capital funds or major technology companies with which the applicant has worked;
  - offer of consulting and training, especially in Consulting and Training focused on Business skills, culture and development, Marketing, HR, Finance/Accounting and Legal issues for international companies (visa, company setting-up, IPR, contracting, hiring, and Joint-Ventures and Acquisitions);
  - list of events targeted at entrepreneurship support, such as Business Plan Competition, Start-up Pitches, Boot camps, Workshops, One-to-one expert consulting, Mentoring
  - list of the supplier's current tenants;
  - applicant's statement that he is not going to sub-contract any portion of the public contract, or a list of sub-suppliers and their identification data;
  - list of additional services for tenants, such as accommodation, meals, parking, etc.;
  - draft agreement completed by the applicant with the required data and executed by authorized person;
  - any other documents the applicant may want to submit that concern the performance of the subject of the public contract.

## 7. Form of Bid Document

The bid document must be prepared in writing, in English or Czech, in two copies (one original copy and one complete regular copy); date and stamp the document and attach the signature of the applicant's governing body. Protect the sheets against removal and seal with a sticker stamped and signed.

Put both copies in a separate envelope, seal it, attach your stamp and the authorized person's signature over the seal line and clearly mark on the front as follows:

**'CzechAccelerator 2011-2014, Switzerland – NEOTVÍRAT - DO NOT OPEN'.**

Indicate sender's address on the envelope.

## 8. Assessment of Applicants

The Agency defines the following sub-criteria for the price competitiveness assessment:



Criterion	Weight
Standard and furnishing of physical premises	30%
Price quoted for the physical premises and services provided including taxes and fees	40%
How well services are arranged for participants	30%

The bid price for the premises and services showing the most favourable minimum value is to be assessed in such a way that the lowest value is awarded 100 points. The rest of the bids will be awarded scores to be computed by multiplying 100 and the ratio of the most favourable bid's score to the score of the bid under assessment.

The supplier must fill in Appendix 6 to this contracting documentation.

**The Agency will judge the total bid price for the premises and services provided including all taxes and fees.**

The standard and furnishing of physical premises sub-criterion is judged as follows: the assessment board will award points using the procedure specified in the appendix to this contracting documentation. The total maximum score that can be awarded for the sub-criterion 'standard and furnishing of physical premises' is **22 points**. Bids will be arranged by score. The bid scoring best at the standard and furnishing of physical premises will be awarded 100 points and each next bid will be awarded a score expressing how much this sub-criterion is satisfied relative to the best-suited bid.

The supplier must fill in Appendix 4 to this contracting documentation.

How well services are arranged for participants is judged as follows: the assessment board will award points using the procedure specified in the appendix to this contracting documentation. The total maximum score that can be awarded for this sub-criterion is **56 points**. Bids will be arranged by score. The bid scoring best at this sub-criterion will be awarded 100 points and each next bid will be awarded a score expressing how much this sub-criterion is satisfied relative to the best-suited bid.

The supplier must fill in Appendix 5 to this contracting documentation.

The score computed as given above will be multiplied by the criterion's weight and this will compute for each bid, in each sub-criterion, a reduced score for the criterion. The total score of a bid will be arrived at as the sum of the reduced scores in all sub-criteria. The final standing of bids results from using the absolute values of their scores; the bid scoring the highest total score will rank as the most favourable one. In the event of two or more bids getting an equal score, the ranking in the criterion with the highest weight will define the final standing.

## 9. Deadline and Place to Submit Bids

**Bids must be submitted by 22 November 2011, 9.00 CET.**

Bids are to be sent by registered post to: Štěpánská 15, 120 00 Prague 2 or delivered by hand in the registry at the said address on business days between 8.00 a.m. and 3.00



p.m. or by 9.00 a.m. on the deadline date; whether sent by post or delivered by hand, bids must reach the Agency **by 9.00 a.m. CET on 22 November 2011.**

**Envelopes** with bids will be **opened** by the Agency board at Štěpánská 15, 120 00, Prague 2 **on 22 November 2011 at 9.30 a.m. CET.**

In accordance with section 71(3) of the Act the assessment board will exercise the powers of the envelope-opening board.

The opening of envelopes may be attended by the Agency's representatives and the bidding applicant or a maximum of two persons authorized by the applicant – if the latter, these persons must present a power of attorney issued by the person authorized to act on behalf of the applicant.

The board will speak in Czech at the opening of envelopes. If attending, foreign applicants must arrange their own interpreters into Czech at their own expense.

## 10. Costs of Tendering and Other Conditions

The Agency reserves the right to:

- Amend the contracting terms and conditions by the deadline for submission of bids;
- Give no compensation for any costs applicants may incur by tendering;
- Cancel the tender pursuant to section 84 of the Act;
- Return no bids submitted or any bid-related documents provided.

## 11. Appendices

- 1) Bid cover sheet
- 2) Affirmation stating that the basic qualification criteria are satisfied
- 3) Terms and conditions – draft agreement
- 4) Specifications table for bid assessment using the sub-criterion Standard of Physical Premises and Furnishing
- 5) Specifications table for bid assessment using the sub-criterion How Well Services Are Arranged for Participants;
- 6) Bid price

Dated in Prague on 20.10.2011



Ing. Miroslav Křížek, Ph.D.  
General Manager

Agentura pro podporu podnikání a investic CzechInvest



## Bid cover sheet

'CzechAccelerator 2011-2014, Switzerland

### Supplier Identification Data

Name	
Legal Form	
Registered Office / Place of Business	
Telephone, Fax	
E-mail	
Registration No. / Taxpayer Registration No.	
Bank and Account	
Governing Body	
Contact Person	
Telephone, fax	
E-mail	

### Content

The Description of Office Space Offered and the Description of Services Offered are to be enclosed with the supplier's offer. The services offered are to be provided by the supplier or arranged for under sub-supplies contracts. The supplier must specify his sub-suppliers in a clear description and enclose the copies of contracts.

**Describe the office space offered** *Supplier may enclose an attachment specifying the information required.*

Size of office space		
Specify furniture		
Reception desk		
Conference room ready for AV presentations		
Colour photocopier		
Fax		
Colour printer		
Shared telephone land line		
Storage room		
Kitchenette and catering space		
Additional services		
	Accommodation option	
	Catering option	
	Parking option	

Describe the services offered *Supplier* may enclose an attachment specifying the information required.

Number of networking events

Describe networking events

Number of investment funds the Supplier works with

Description and number (year) of training or consulting events the supplier may arrange (consulting and training for foreign companies, especially in Consulting and Training, Business Skills, Culture and Development, Marketing, and HR). Pricelists must be enclosed to service descriptions.

Description and number (year) of other events that may be arranged by the supplier (Business Plan, Competition, Start-up Pitches, Boot Camps, Workshops, One-to-one Expert Consulting, or Mentoring). Pricelists must be enclosed to service descriptions.

## Final Price Quoted

Unit to calculate unit price ( 1 square meter)

### Basic Price

Unit Price	Basic price for the physical space and the services provided (without federal, national or local taxes or fees)	
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### Federal, National and Local Taxes and Fees

Unit Price	Federal, national and local taxes and fees for the entire space and the services offered	
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### Final Price

Unit Price	Total price quoted for the physical space and the services provided including all taxes and fees	

### Final price for physical space

Unit Price	Total price for the physical space provided including all taxes and fees.	
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### Final price for services

Unit Price	Price for the service package including all taxes and fees.	
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\_\_\_\_\_  
 (Person authorized to act for the supplier to be signed here)

## Affirmation

made by an applicant seeking to satisfy basic qualification criteria, as part of the offer submitted for an over-the-limit public contract in respect of: **‘CzechAccelerator 2011-2014, Switzerland’**.

I, the undersigned, prove the satisfaction of the basic qualification criteria under section 53 of Act 137/2006 Coll., the Public Procurement Act, as amended (the PPA), in accordance with section 62(2)(first sentence) of the PPA, and hereby:

swear via this affidavit that:

(a) the supplier (his governing body; each governing body member; the governing body or each member of the governing body of a legal entity that is the supplier's governing body or a member thereof; or head of a structural component of a foreign entity) has NOT been lawfully convicted for committing an offence to benefit an organized criminal group, participating in an organized criminal group, money laundering, complicity, accepting bribes, giving bribes, indirect bribery, fraud, credit fraud (including conspiracy, attempt or complicity in respect of the said offences), or conviction for such offences has been erased from the criminal records, both in the Czech Republic and in the country of the supplier's registered office, place of business or address of residence (section 53(1)(a) of the PPA);

(b) the supplier (his governing body; each governing body member; the governing body or each member of the governing body of the legal entity that is the supplier's governing body or a member thereof; or head of a structural component of a foreign entity) has NOT been lawfully convicted for an offence the body of which is related to the supplier's objects of business under special legal regulations or such an offence has been erased from the criminal records, both in the Czech Republic and the country of the supplier's registered office, place of business or address of residence (section 53(1)(b) of the PPA);

(c) in the last three years the supplier has NOT accomplished elements of unfair trading by committing bribery under a special legal regulation (section 53(1)(c) of the PPA);

(d) no insolvency proceedings on the supplier's assets are pending or were completed in the last three years such that resulted in a bankruptcy decision or in that the insolvency petition failed to be dismissed for the insufficiency of assets to cover the costs of insolvency proceedings or the bankruptcy proceedings failed to be cancelled for complete insufficiency of assets or sequestration was imposed under special legal regulations (section 53(1)(d) of the PPA);

(e) the supplier is NOT under liquidation (section 53(1)(e) of the PPA);

(f) the supplier's records show no outstanding taxes either in the Czech Republic or in the country of the supplier's registered office, place of business or address of residence (section 53(1)(f) of the PPA);

(g) the supplier owes no premiums or late payment fees in respect of public health insurance either in the Czech Republic or in the country of the supplier's registered office, place of

business or address of residence (section 53(1)(g) of the PPA);

(h) the supplier owes no premiums or late payment fees in respect of social security and government employment policy contributions either in the Czech Republic or in the country of the supplier's registered office, place of business or address of residence (section 53(1)(h) of the PPA);

(i) the supplier (the person acting under his authority or any other person in charge of the supplier's operations) has received no lawful disciplinary punishment under special legal regulations if section 54(d) of the PPA requires a proof of professional qualification under special legal regulations (section 53(1)(i) of the PPA);

(j) the supplier is NOT blacklisted for public contracts;

(k) the supplier submits the following list of governing bodies or governing body members employed with the contractor in the last three years:

(l) and lastly, if the supplier is a joint-stock company, the suppliers submits an updated list of the shareholders holding stocks of shares exceeding 10%:

I affirm this upon my true, serious and free will and I am aware of all the consequences that may result from misrepresenting anything.

\_\_\_\_\_  
*(Person authorized to act for the supplier to be signed here)*

## AGREEMENT TO PROVIDE SERVICES

### Agentura pro podporu podnikání a investic CzechInvest

Registered Office: Štěpánská 15, 120 00, Prague 2  
Registration No.: 713 77 999  
Bank and Account: Komerční banka, a.s. 84639-011/0100  
Represented by: Ing. Miroslav Křížek, Ph.D., general manager  
Contact person: Radek Šoltys  
Telephone: + 420 296 342 648  
E-mail: [accelerator@czechinvest.org](mailto:accelerator@czechinvest.org)

(hereinafter **the**  
**‘Client’**)

### [TO BE COMPLETED BY THE PROVIDER]

Registered Office: [to be completed by the Provider]  
Registration No.: [to be completed by the Provider]  
Taxpayer Registration No.: [to be completed by the Provider]  
Bank and Account: [to be completed by the Provider]  
Represented by: [to be completed by the Provider]  
Contact person: [to be completed by the Provider]  
Telephone: [to be completed by the Provider]  
Fax: [to be completed by the Provider]  
E-mail: [to be completed by the Provider]

(hereinafter **the**  
**‘Provider’**)

(The Client or the Provider, hereinafter as **a Party**, and the Client and the Provider collectively as **the Parties**)

Enter into this

## AGREEMENT TO PROVIDE SERVICES

(hereinafter as **the ‘Agreement’**)

on this day, month and year pursuant to section 269(2) et seq. of Act 513/1991 Coll., the Commercial Code, as amended (hereinafter as the ‘Commercial Code’).

### **I. Preconditions for Making the Agreement**

1. The Parties state that the basic data as specified above are in accordance with the legal facts as at the date hereof. The Parties agree to notify the other Party of any changes in the data in question immediately. The Parties state that the persons executing this Agreement are authorized to do so.
2. The Provider states his professional capacity to deliver the subject of performance under this Agreement.
3. The Parties state that this Agreement is executed upon the Client’s decision whereby the Client selected the best bid as presented in the ‘**CzechAccelerator 2011–2014, Switzerland**’ public contract tender procedure carried out in accordance with Act 137/2006 Coll., the Public Procurement Act, as amended.

### **II. Subject-matter**

1. The subject-matter hereof is the Provider’s obligation to provide the below preliminarily specified services under the agreed terms and conditions and the Client’s obligation to pay the Provider under the agreed terms and condition the contractual price for the services so provided.

### **III. Performance**

1. The Provider agrees to provide the participants in the CzechAccelerator 2011–2014 Project (hereinafter as **the ‘Project’**) with consulting, advice, mentoring and coaching and to do so while taking account of the market and special characteristics of the destination referred to in this article, paragraph 2. The above activities of the Provider must especially be aimed at giving information and methodology assistance for successful activity of each participant in the Project (the applicants for Project support which satisfied the acceptability criteria and the schemes of which were chosen for support) in the destination referred to in this article, paragraph 2.

2. The following destination is the target of the Project:

Switzerland

(hereinafter as **the ‘Destination’**).

3. The Provider agrees to arrange for the Client in the Destination an office space for up to four people (an office or booths) of an area of [to be completed by the Provider as per his offer – 20 square metres is the minimum area] and such office space must all be furnished with standard furniture, such as desks, chairs and other furniture, and have premises of adequate standard (meeting or conference rooms) for holding meetings and giving audio-visual presentations (hereinafter as **the ‘Office’**). There must be a reception desk open on business days during regular business hours to provide access to the Office. The Office must also have Internet access and, as the Provider may offer, be equipped with the necessary office equipment, such as a printer, a photocopier, a fax and other equipment, and telecommunications services (a land line).
4. The Provider agrees to arrange that each participant in the Project takes part in networking events in the Destination or elsewhere as may be fit, which will be attended by business angels (BA), venture capital funds (VC) or technology companies; the Provider agrees to do so for a minimum of [to be completed by the Provider as per his offer – ten events is the minimum] events in a calendar year.
5. The Provider also agrees to provide each Project participant with the following service:
- opening training as a lead-in to the Destination’s local environment, practices and structures; the opening training given by the Provider to the Project participants must span a minimum of one calendar day.

(The obligations of the Provider as specified under 1., 3., 4. and 5. in this article are hereinafter collectively referred to as **the ‘Performance’**)

6. The Provider also agrees to carry out the Performance according to the structure, schedule and budget approved by the Client beforehand, and to the extent corresponding to the Provider’s bid submitted in the ‘CzechAccelerator 2011–2014, Switzerland’ public contract tender procedure.

#### IV. Quality

1. The Provider shall carry out the Performance with due professional diligence.



2. The Provider shall arrange any labour force, equipment and material he may need to deliver the Performance in due manner.
3. The Provider agrees to deliver the Performance for the Client using the Provider's own capacities and the third parties specified in Appendix 1 hereto. These third parties (hereinafter as **the 'Sub-suppliers'**) shall solely take part in delivering the Performance to the extent as defined in the said Appendix hereto unless agreed otherwise. The Provider states that the Sub-suppliers satisfy the professional competence requirements. The Provider agrees to coordinate duly any work done by the Sub-suppliers. The Provider shall also be fully liable for any services delivered through the Sub-suppliers.

#### **V. Time and Place**

1. The Provider agrees to provide the Performance for the Client throughout the duration of the Project, i.e. from 1 January 2012 to 30 June 2014.
2. Switzerland shall be the place of providing the Performance.

#### **VI. Price**

1. The total contractual price for the delivery of the Performance shall not exceed the amount of EUR [to be completed by the Provider] ([the amount stated in words to be completed by the Provider]).

2. The total contractual price is agreed by the Parties as the highest price acceptable which may not be exceeded. The total estimated contractual price may only be exceeded if taxation rules are amended over the time of delivering the Project such that this has an impact on the amount of the total contractual price and if the terms under Article XIX(3) hereof are satisfied.
3. The total contractual price shall cover all and any costs required for the Performance to be delivered at the volume as estimated. The price shall also cover all and any costs that may result from the special characteristics of delivering the Performance, that is all and any charges and fees attached to using the office space are included, such as energies, water, sewage and other charges.
4. The contractual price may not be amended in connection with changes in the exchange rates between the euro and other currencies or any other factors with impact on the exchange rate and currency stability.

## **VII. Actual Price**

1. The Client shall only pay the price of the Subject of Performance ordered by it and actually provided and NOT for the Subject of Performance as estimated in the Provider's bid.
2. The Provider agrees to inform the Client immediately of all and any circumstances that may affect the actual price for the delivery of the Performance.

## **VIII. Terms of Payment**

1. The Client may pay the Provider in the current accounting period (cycle) an advance payment of up to 90% of the costs necessary for the Performance to be delivered. The Provider enjoys no entitlement to receiving advance payments.
2. A balance statement of the advance payment received must be submitted by the Provider to the Client by the 45th day of when each Project participant terminates his stay at the Destination. Such balance statement must specify the costs spent on the specific Project events, including accompanying promotion, outputs from transversal activities of each Project, and the administration of the Project.

3. The Client pays the price in arrears, in monthly instalments. Delivery reports (subject to acceptance by the Client) of the already-delivered portions of the Performance shall be the basis for making payments for the portions of the Performance already delivered.
4. The Client shall pay the Provider the price on the basis of invoices – receipts of tax deductible expenditure to be issued by the Provider for each calendar month ended. The Provider may only issue his invoice – receipt of tax deductible expenditure upon the Client having approved the Delivery Report. Partial payments shall preferably be made by settling such payments against the advance payment made under Article VIII(1) hereof until all the advance payment is spent, i.e. by offsetting the funds already granted against the amounts invoiced.
5. Any invoice – receipt of tax deductible expenditure falls due on the 60th day of the day such invoice reaches the Client. The date of payment is understood as the day when the total amount invoiced is demonstrably debited from the Client's account to the Provider's account.
6. The Provider shall not be paid for any such portion of the Performance that the Provider should carry out without the Client's knowledge or the Client's instruction in writing that the Provider carry out such portion of the Performance.

#### **IX. Client's Assistance**

1. The Parties state that by the date hereof the Client has provided the Provider free of charge with all the data and information which the Client had available and which the Parties deem as necessary or expedient for the Provider to perform the subject-matter hereof.
2. If such data and information have not been provided by the date hereof, the Client shall provide the Provider part-by-part, or ensure that the Provider is provided the same, with all the data and information necessary or expedient for performing the subject-matter hereof as well as any other documentation related to delivering the same.
3. The Client also agrees to provide the Provider with all and any information necessary for the Provider to carry out his work that the Provider may request and the Client has available. This assistance must always be provided by the Client for the Provider without undue delay.

## **X. Project Progress Reports**

1. Over the time the Project is being carried out at the Destination the Provider shall prepare a report as at the end of each cycle of the Project (that is as at 30 June and 31 December of each calendar year) of how the Project has been delivered at the Destination so far, including how any accompanying promotion has been delivered so far, and shall submit such report along with any related documentation to the Client.
2. The Provider shall also submit to the Client, for the purpose of preparing the 2007–2013 Enterprise and Innovation Operational Programme Final Reports, the progress reports presented at the Monitoring Committee meetings, the 2007–2013 Enterprise and Innovation Operational Programme Final Reports, and ad hoc progress reports in respect of each Project and shall do so at the Client's written request while complying with the form as required by the Department of EU Funds, Research and Development of the Ministry of Industry and Trade.
3. The Provider shall prepare all the reports named in this article in such a way as to comply with the structure, schedule and budget approved by the Client.
4. The Provider shall also prepare for the Client at the Client's written request the source documents that may be required for the Client to present his outputs at the meetings of the Department of EU Funds, Research and Development of the Ministry of Industry and Trade.

## **XI. Instructions as to Providing Services**

1. The Client may at any time enquire about the progress of performing the subject-matter hereof and inspect from time to time the relevant documentation related thereto. The Provider shall provide the Client with all and any information and documents related to his business.
2. The Client may also inspect from time to time whether the terms and conditions hereof are complied with and may do so without giving any prior notice to the Provider.

3. The Client may instruct the Provider as to how the Performance is to be performed; if the Client provides no such instructions, the Provider performs the Performance at his own discretion.
4. The Provider shall ask the Client for approval prior to any decision that may result in a higher price or a lower quality of the Performance. The Client shall inform the Provider of his decision by the 5th calendar day of the day the approval request reaches the Client.

## **XII. Providing Documents**

1. At the intervals as may be fit the Provider shall provide the Client with the original or normal copies of all the documents the Provider prepares or ensures the preparation of in delivering the Performance.
2. The Provider shall be liable for any discrepancies, errors or omissions in any source documents the Provider may provide for the Client or third parties as part of carrying out his business under this Agreement. Any approval or receipt of the aforesaid source documents by the Client or a third party does not release the Provider from the liability for any discrepancies, errors or omissions the Provider may cause in such source documents.
3. The Provider shall inform the Client of any defect, omission or vagueness in the source documents provided for him by the Client. If the Provider fails to inform the Client in due time of any defect, omission or vagueness the Provider has noticed in the source documents received from the Client, such source documents shall be deemed as information free of any defect, omission or vagueness.

## **XIII. Force Majeure**

1. The Parties are released from liability for partial or total failure to perform contractual obligations if such failure is due to force majeure. For the purpose hereof force majeure shall be deemed as any circumstances that may occur after the execution hereof as a result of such events of extraordinary nature that could not be foreseen and cannot be averted by the Parties and have immediate impact on delivering the Performance.
2. In particular, war, hostile military action, terrorist attack, uprising, civilian disturbance and natural disaster are also understood as force majeure.

3. In the event of force majeure the time-limit for performing contractual obligations shall be prolonged by the time the force majeure event lasts. If as a result of force majeure the delivery of the Performance is delayed by more than 60 days, the Parties shall agree to what should be done next by amending this Agreement.
4. Should either Party fail to perform his obligations out of the Agreement as a result of force majeure, such Party shall immediately notify this to the other Party in writing. Similarly, when the effects of force majeure cease to exist, the Party affected by force majeure shall immediately notify this to the other Party in writing.

#### **XIV. Confidentiality**

1. The Provider may disclose to third parties no facts which concern the business of the Client and which the Provider learns in connection with this Agreement.
2. Any information, documents and documentation provided by the Client for the Provider to perform his obligations out of the Agreement must be treated by the Provider as trade secrets and confidential information in the meaning of sections 17 and 271 of the Commercial Code.
3. The following shall not be deemed as confidential information for the purpose hereof:
  - a. any information that has become generally available other than as a result of the other Party providing access to it;
  - b. any information that a Party demonstrably obtains as non-confidential information from a source other than the other Party.
4. The information or facts subject to confidentiality and the content of the Agreement or parts thereof may only be disclosed by the Provider to such persons and third parties that the Provider justifiably deems need to know such information, facts or content in order to consider, assess, value or approve this Agreement or in order to be able to assist a Party in performing such Party's obligations and exercising such Party's rights. In such a case the Provider shall ensure that such persons so maintain confidentiality in respect of the disclosed facts and information as required under this Article.

## **XV. Contractual Penalties**

1. The Client shall pay the Provider a late payment interest at 0.01% of the outstanding amount for each day of default in the event of the Client defaulting on the payment of an invoice – a receipt of tax deductible expenditure.
2. The Provider shall pay the Client the below amounts of contractual penalty in the below events:
  - a. EUR 16,400 (sixteen thousand four hundred euros) if the agreed Performance fails to be delivered;
  - b. EUR 8,200 (eight thousand two hundred euros) in the event of gross violation of contractual obligations, especially the failure to provide the Office of a size in compliance with Article III(3) hereof or the failure to provide a sufficient number of networking events according to Article III(4) hereof;
  - c. EUR 1,000 (one thousand euros) in the event of failing to discharge any of the obligations under Article X hereof, that is the failure to prepare any of the reports referred to in the said article;
  - d. if any of the other obligations of the Provider is breached, then EUR 1,000 (one thousand euros) for each event of breach of any of the sub-provisions hereof.
3. It is immaterial to imposing the contractual penalty under this article whether such breach is on the part of the Provider or any other entity participating in delivering the Performance (the Sub-suppliers).
4. The paying of contractual penalty is without prejudice to the injured Party's right to seek compensation for a loss demonstrably suffered by the injured Party as a result of breach of that contractual obligation to which the contractual penalty applies.

## **XVI. Withdrawal**

1. The Client may withdraw from the Agreement in writing if performance out of this Agreement fails to have financial cover.
2. Unless agreed otherwise, the Client may withdraw from the Agreement in writing if the Provider:

- a) because of reasons on the part of the Provider, fails to start performing the Performance by the 14th calendar day of the day of the Client's written instruction for the Provider to start performing the Performance;
  - b) suspends performing the Performance for undue reasons for a period of time more than 14 calendar days;
  - c) has defaulted on the performance deadline under Article V hereof for more than 30 calendar days for reasons on the part of the Provider;
  - d) materially breaches any provision hereof concerning performance quality;
  - e) breaches any provision hereof concerning instructions as to performing the Performance;
  - f) breaches any provision hereof concerning confidentiality.
3. If the Client withdraws from the Agreement for the reasons specified in paragraph 2 of this article, the Provider shall immediately give the Client all and any material and documentation necessary for performing the Performance.
4. If the Client withdraws from the Agreement for the reasons specified in paragraph 2 of this article, the Client shall be bound by no obligation to pay the Provider any payment as a settlement between the Client and the Provider (even if such payment becomes payable under the Agreement) until the Performance has been delivered by a substitute Provider. If the costs incurred by the Client because of substitute completion of the Performance exceed the price balance yet to be paid to the Provider, the Client may claim the difference from the Provider as an amount owed.
5. Either Party may withdraw from the Agreement in writing if:
- a) there are insolvency proceedings pending in respect of the assets of the other Party or the insolvency petition is dismissed because assets are insufficient to cover the costs of insolvency proceedings (in the meaning of Act 182/2006 Coll. regulating bankruptcy and how to deal with it (the Insolvency Act), as amended);
  - b) the other Party enters liquidation;
  - c) there occurs an event of force majeure as specified in Article XIII hereof that results in circumstances which the Parties cannot influence and which totally and for more



than 90 calendar days prevent either Party from performing his obligations issuing from the Agreement.

6. If a fact referred to in paragraph 5 of this article occurs, this must be notified by either Party to the other Party. It is immaterial to exercising the right to withdraw from the Agreement how the Party entitled to withdraw learns of the fact allowing such Party to withdraw.
7. The day of withdrawal is deemed to be the day a written withdrawal notice of the Party entitled to withdraw reaches the other Party. Withdrawal is without prejudice to the right of the Parties to be paid payable contractual penalties and damages.

### **XVII. Legal Conduct; Notices; Computation of Time**

1. Legal conduct between the Parties may be effected by governing bodies, the persons listed in paragraph 3 of this article or the persons authorized by the respective Party in writing for such legal conduct. Any changes as to their respective governing bodies must be notified by the relevant Party to the other Party and substantiated by an up-to-date copy of the entry in the Commercial Register if recorded therein or a copy of any other similar register if recorded therein.
2. If the Agreement requires for an act of legal conduct to be effected in writing, the notice of such act must be delivered to the other Party by hand, sent through a holder of post service licence by registered post with acknowledgement of service, delivered by courier with delivery confirmed by signature, or sent by fax. If such act is effected by fax, the act is deemed as valid if by the third business day it is delivered by hand, through a holder of post service licence or by courier.
3. The Parties agree that all correspondence in connection with performing the Performance is to be sent to these addresses:  
  
for the Client:     Agentura pro podporu podnikání a investic CzechInvest, Štěpánská 15,  
Prague 2, post code: 120 00  
  
for the Provider: [to be completed by the Provider]
4. If sent by post or courier, the notice of a Party's legal conduct is deemed as delivered once left at the address specified in paragraph 3 of this article; if this happens after the

addressee's regular business hours, the notice is deemed as delivered on the next business day at 9.00 a.m.

5. If the Party which is the addressee refuses to accept the notice of legal conduct of the other Party, such notice is deemed as delivered on the day it is refused.

### **XVIII. Assignment**

1. The Provider may not assign any rights and obligation out of this Agreement to a third party or other parties without a prior written consent of the Client.
2. The Client may assign his rights and obligations issuing from this Agreement to a third party.

### **XIX. Closing Provisions**

1. In any matters not expressly regulated by this Agreement, the legal relations constituted by or resulting from this Agreement shall be governed by the relevant provisions of the Commercial Code and other valid legal regulations of the Czech Republic.
2. This Agreement becomes effective on the day it has been executed by both Parties.
3. The Agreement may only be amended in writing, by amendments signed by both Parties.
4. When this Agreement is terminated, the Parties shall settle the obligations they may have towards each other, especially return any things provided for performing the Performance and pay all due payments under the Agreement; the discharge of this Agreement does not result in discharging the right to contractual penalty, damages or licences in respect of delivering the Performance (or part thereof) and performance prior to the termination of the Agreement.
5. Each provision of the Agreement is severable such that if a provision is invalid, this does not render the entire Agreement invalid. If as a result of changes to statutes a provision hereof becomes contrary to the Czech legal order (hereinafter as **the 'Conflicting Provision'**) and the resulting conflict does not cause invalidity of the Agreement as such, the Agreement shall be regarded as if the Conflicting Provision had never existed and the relation between the Parties shall in this matter be governed by generally binding legal rules unless the Parties agree to a new provision to replace the Conflicting Provision.

6. In respect of the matters in which the Provider agrees by this Agreement to compensate the Client for loss the Client agrees to inform the Provider without undue delay of all circumstances that may be material to the formation of such obligation, especially of an event that may cause the Client to claim damages from the Provider or an event of a third party raising a claim with the Client that constitutes or may constitute the Client's entitlement to claim damages from the Provider.
7. The Provider agrees not to make any statements, comments or notices for press or any other media or public bodies distributing or processing information without a prior notice to or a written consent of the Client.
8. In accordance with section 2(e) of Act 320/2001 Coll., the Financial Control in Public Administration Act, as amended and Act 552/1991 Coll., the Central Government Control Act, as amended the Provider and the Sub-suppliers shall assist in executing financial and factual control.
9. This Agreement is made in 4 (four) counterparts, of which each has the validity of original copy. Each Party shall receive 2 (two) counterparts, one in Czech and one in English. Should there be conflict between the Czech and the English versions, the Czech version shall prevail.
10. The Parties hereby state and confirm by the signing hereof that this Agreement is not made under duress and is an expression of their free will. The Parties also confirm they have duly read through the Agreement and have full knowledge of the content thereof.

for the Client:

for the Provider:

Place \_\_\_\_\_ Dated \_\_\_\_\_

Place \_\_\_\_\_ Dated \_\_\_\_\_

.....

.....

Ing. Miroslav Křížek, Ph.D.

[name to be filled in by the Provider]

General Manager

[title to be filled in by the Provider]



## Appendix 1

### LIST OF SUB-SUPPLIERS

#### **Customer:**

Agentura pro podporu podnikání a investic CzechInvest

Registration No.: 713 77 999

Registered Office: Štěpánská 15, 120 00, Prague 2

Acting through: Ing. Miroslav Křížek, Ph.D., general manager

Contact person: Radek Šoltys

Telephone: + 420 296 342 648

E-mail: [accelerator@czechinvest.org](mailto:accelerator@czechinvest.org)

#### **Provider:**

Name:

Registration No.:

Registered Office:

Person authorized to act for applicant:

Contact person:

Telephone:

E-mail:

#### **List of Sub-suppliers**

##### **Sub-supplier 1:**

Name:

Registration No.:

Registered Office:

Person authorized to act for sub-supplier

Contact person:

Telephone:

E-mail

Portion of performance to be provided for the applicant by the sub-supplier:

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Portion (extent) of public contract performance (given as a percentage): [.....]

Dated in ..... on.....

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Person authorized to act for the provider to be signed here



#### Appendix 4: Standard and Furnishing of Physical Premises Sub-criterion

Item	Specification	Satisfied	Score
1	Size of total office space provided for contractor	Give specific values	up to 20m <sup>2</sup> = 0 pts 21–29m <sup>2</sup> = 3 pts 30–39m <sup>2</sup> = 6 pts over 40m <sup>2</sup> = 9 pts
2	Conference room ready for AV presentations	YES/NO	No = 0 pts Yes = 5 pts
3	Colour photocopier	YES/NO	No = 0 pts Yes = 1 pts
4	Fax	YES/NO	No = 0 pts Yes = 1 pts
5	Colour printer	YES/NO	No = 0 pts Yes = 2 pts
6	Shared telephone land line	YES/NO	No = 0 pts Yes = 1 pts
7	Storage room	YES/NO	No = 0 pts Yes = 1 pts
8	Kitchenette	YES/NO	No = 0 pts Yes = 1 pts
9	Catering space	YES/NO	No = 0 pts Yes = 1 pts

The bid includes all the services offered by the supplier for participants and related to the full delivery of the public contract.



## Appendix 5: How Well Services Are Arranged for Participants Sub-criterion

Item	Specification	Satisfied	Score
1	Number of applicant-guaranteed networking events in a year with target partners, such as venture capital funds or technology partners, as per the contracting documentation that are included in the quotation price and will be delivered during the term of contract	Give specific values	0–9 = 0 pts 10–20 = 10 pts 21–30 = 20 pts over 30 = 30 pts
2	Number of training events in a year, such as Consulting and Training focused on Business skills, culture and development, Marketing, HR, Finance/Accounting and Legal issues for international companies (visa, set up, IPR, contracting, hiring, and JV), presented in the applicant's offer and to be offered during the term of contract	Give specific values	0 = 0 pts 1–4 = 3 pts 5–15 = 6 pts over 16 = 9 pts
3	Number of events of the below types in a year, such as Business Plan Competition, Start-up Pitch, Boot Camp, Workshop, One-to-One Expert Consulting, and Monitoring, arranged by the applicant and evidenced in the applicant's offer	Give specific values	0–3 = 0 pts 4–10 = 3 pts 11–25 = 6 pts over 26 = 9 pts
4	Applicant's capacity to arrange his own venture capital fund	YES/NO	No = 0 pts Yes = 5 pts
5	Accommodation provided	YES/NO	No = 0 pts Yes = 1 pts
6	Catering provided	YES/NO	No = 0 pts Yes = 1 pts
7	Parking provided	YES/NO	No = 0 pts Yes = 1 pts

The bid includes all the services offered by the supplier for participants and related to the full delivery of the public contract.

**The services under 1 are included in the total bid price. The rest of the services are optional; they are not to be paid for by the Client but Project participants if they use them.**



## Appendix 6: Price Quoted for Physical Premises and Services Sub-criterion

	EUR rate for 1m2	EUR price for total space
Total price for physical premises including all taxes and fees.		
Basic price for physical premises and services (without federal, national and local taxes and fees)		
Federal, national and local taxes and fees		
<b>Total price quoted for physical premises and services including all taxes and fees</b>		

Price for the service package including all taxes and fees.	
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The total price quoted for physical premises and services, including all taxes and fees, also covers all the supplier's costs related to the full delivery of the public contract. The total price quoted covers all the services such as organizing networking and other events (as specified in the bid) and the fees associated with using office space (energies, water rate and sewage charge, and others).

\_\_\_\_\_  
(Person authorized to act for the supplier to be signed here)