

## Tender Documentation

above-threshold public supply contract awarded by competitive procedure with negotiation

pursuant to Article 60 et seq. of Act No. 134/2016 Coll., on Public Procurement,  
as amended<sup>1</sup> ('the Act')

<b>Public contract</b>	
<b>Title:</b>	<b>eHealth services of the Vysočina Region – accredited affinity domain eMeDocS II.</b>
<b>Contract identifier:</b>	P26V00000074
<b>Contracting Authority</b>	
<b>Title:</b>	Vysočina Region
<b>Registration number:</b>	70890749
<b>Address:</b>	Žižkova 1882/57 586 01 Jihlava
<b>Authorized Person:</b>	Martin Kukla, Governor of the Region
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<sup>1</sup> negotiated procedure with prior publication

## **Content**

1	Preamble.....	3
2	Electronic tool, communication between the Contracting Authority and the Supplier .....	3
3	Purpose, subject matter and place of performance of the contract .....	4
4	Technical specifications.....	4
5	Dates, time and period of performance.....	6
6	Conduct of the competitive procedure with publication .....	6
6.1	Qualification phase - Requests to participate (Phase 1).....	6
6.2	Initial tender Stage – method and principles for negotiating Initial tenders with Participants (Phase 2) .....	6
6.3	Submission of Final tenders (Phase 3).....	7
7	Information on qualitative selection (Qualification) of the Supplier and requirements for the particulars and preparation of the request to participate .....	8
7.1	Basic qualification; Eligibility – exclusion grounds .....	8
7.2	Professional qualification .....	11
7.3	Technical qualification.....	11
7.4	Common qualification provisions.....	13
8	Requirements for the particulars and preparations for the Initial Tender and the Final Tender	13
9	Language requirements for Requests to participate, Initial Tenders and Final Tenders .	14
10	Requirements for the processing of the price quotation .....	15
11	Use of subcontractors and joint participation in the procurement procedure .....	16
11.1	Use of subcontractors .....	16
11.2	Joint participation of Suppliers in the procurement procedure .....	16
12	Binding commercial and contractual terms and conditions .....	17
13	Availability and explanation of Tender Documents .....	17
14	Deadline and method of submission of Requests to participate, Initial Tenders and Final Tenders.....	18
15	Opening of the Request to participate, the Initial Tenders and the Final Tenders .....	19
16	Evaluation of Final tenders .....	19
17	Selected Supplier .....	23
18	Reserved changes to the contract .....	25
19	Other conditions .....	26
20	Information pursuant to Article 36(4) of the Act.....	27
21	Processing of personal data .....	27

## **1 Preamble**

This document, together with its annexes, the Contract Notice published in the National Public Procurement Bulletin and Tenders electronic daily – Supplement to the Official Journal of the EU (TED), any explanations, supplements and amendments subsequently published, constitute the tender documents for the public contract (hereinafter as ‘the Tender Documents / Documentation’), which are binding on Suppliers, participants in the above-mentioned tender procedure for above-threshold public supply contract (hereinafter as ‘Supplier / Participant’).

Rights and obligations not specified in the Tender Documentation shall be governed by the Act.

If there is a discrepancy between the information given in this Tender Document and the information given in the Contract Notice, the information given in the Contract Notice shall apply.

If there is a discrepancy between the data contained in individual provisions and parts of this Tender Documentation, the data contained in the binding commercial and contractual conditions forming Annex 4 to this Tender Documentation shall be decisive for the processing of the offer.

The information and data contained in the individual parts of the procurement documents define the Contracting Authority’s binding requirements for the performance of the contract. The Supplier is obliged to fully and unreservedly respect these requirements when processing his tender and the selected Supplier during the performance of the public contract.

The Contracting Authority shall not allow the tender to be made subject to any conditions other than those laid down in the Tender Documentation.

The public contract is co-financed in the form of a special-purpose grant under the Integrated Regional Operational Programme (IROP) entitled ‘Služby eHealth - eMeDocS II.’, project number CZ.06.01.01/00/23\_080/0006341.

## **2 Electronic tool, communication between the Contracting Authority and the Supplier**

The Contracting Authority draws attention to the fact that the award of a public contract is subject to the provisions of the Article 211(5) of the Act, i.e. **written communication between the Contracting Authority and the Supplier must take place electronically.**

All procurement procedures shall be carried out electronically using the electronic tool E-ZAK available at <https://ezak.kr-vysocina.cz/> (hereinafter referred to as the ‘electronic tool’), unless otherwise specified by the Contracting Authority in the procurement documents or by the Act.

The Contracting Authority draws the Supplier's attention to the fact that, in order to make full use of all the possibilities of the electronic tool, it is necessary to carry out and complete the Supplier registration. It is the responsibility of each Supplier to check their contact details and, if necessary, to modify or add other contact details in the electronic tool.

All documents sent by means of an electronic tool shall be deemed to have been duly served at the time of receipt of the data message at the electronic address of the addressee or addressees of the electronic message in the electronic tool. The Supplier shall always be responsible for ensuring proper and timely acquaintance with the documents sent by the

Contracting Authority through the electronic tool, as well as for the correctness of the Supplier's contact details in the electronic tool.

Conditions and information regarding the electronic tool, including information on the use of the electronic signature, are available at <https://ezak.kr-vysocina.cz/> and <https://ezak.cz/manualy>.

#### Supplier registration in an electronic tool

To send a document via an electronic tool, it is necessary to register the Supplier in the electronic tool at <https://ezak.kr-vysocina.cz/regitrace.html>, or in the Central Supplier Database ('CDD') at <https://cdd.fen.cz/#/> and <https://cdd.fen.cz/#/regitrace>. The Contracting Authority notifies the Supplier that the CDD registration process takes up to 48 hours (calculated on working days) – see <https://cdd.fen.cz/#/faq>.

More detailed information is available at <https://ezak.cz/manualy>.

In order to verify that the Supplier's web browser meets all the necessary requirements for participation in the procurement procedure, the Contracting Authority recommends Suppliers to verify the correctness and functionality of the browser and system settings at [https://ezak.kr-vysocina.cz/test\\_index.html](https://ezak.kr-vysocina.cz/test_index.html). The Supplier's environment test will examine the necessary components of the Internet browser and the correctness of their settings for working with the electronic tool. The tender submission test will allow the Supplier to test the electronic submission of the test tender in the electronic tool environment. This test verifies whether the electronic signature of the Supplier complies with the requirements for use in the electronic tool.

### **3 Purpose, subject matter and place of performance of the contract**

The purpose of the public contract is to provide new services of systems of administration and exchange of medical documentation in electronic form, taking into account new European and national standards in the form of the construction of the so-called accredited affinity domain (AAfD) of the Vysočina Region, its maintenance and development, to the extent and under the conditions specified in this Tender Document and its annexes.

Classification of the subject of the contract according to the main vocabulary of the single classification system for public procurement - Common Procurement Vocabulary (CPV):

- 48180000-3 Medical software package
- 48100000-9 Industry specific software package
- 72243000-0 Programming services
- 72263000-6 Software implementation services
- 72267000-4 Software maintenance and repair services

The place of performance of the public contract is the seat of the Contracting Authority, the premises of the Technology Centre of the Vysočina Region and the Data Centre of the Jihlava Hospital.

### **4 Technical specifications**

The technical specifications defining the subject-matter of the public contract shall lay down the requirements of the Contracting Authority for the characteristics of the subject-matter of the public contract. The technical specifications in the details necessary for the Supplier's

participation in the procurement procedure are contained in Annex 1 to this Tender Documentation.

Where there are direct or indirect references in the technical specifications to certain Suppliers, products, patents, inventions, utility models, industrial designs, trade marks or designations of origin which would favour or exclude certain Suppliers or certain products, the Supplier shall be entitled to offer an equivalent solution for each such reference.

Where references to standards or technical documents are made in the technical specifications, the Supplier shall be entitled to offer an equivalent solution for each such reference.

**All technical specifications are listed as binding and the offered technical solution will be the subject of negotiations on preliminary offers (see Article 6.2 of the Tender Documentation).**

The Contracting Authority further defined in Annex 1 the so-called '**minimum technical specifications**', which means those technical specifications which the Contracting Authority **cannot** change in the context of negotiations on Initial tenders within the meaning of Article 61(11) of the Act. In addition to the minimum technical specifications, other specifications may be amended or supplemented by the Contracting Authority during the negotiations, in particular with regard to the course of the negotiations and the technical solutions offered and other parameters of the Initial tenders.

The Supplier shall prove compliance with the technical specifications **in his Initial tender and Final tender** by submitting the following information and documents.

The Supplier shall provide a detailed description of offered solution **in the form of a structured description of the architecture of the solution offered using the methodology for the design of the architecture of information systems (the TOGAF® framework is preferred), which will show the link to the individual functionalities and technical requirements of the Contracting Authority in accordance with Annex 1 to this Tender Document.**

Furthermore, in order to prove compliance with **the technical conditions, the Supplier shall submit a technical sheet of the software offered**, containing the technical descriptions and specifications of the software, in the form of comments on all functional requirements, in such detail as to enable verification of compliance with the Contracting Authority's technical specifications set out in Annex 1 to the Tender Documentation, including a commitment to implement optional functionalities (R-type requirements), if necessary, by **completing Annex 1 to the Tender Documentation – Technical data sheet**. The technical data sheet shall be in accordance with the description of the architecture referred to in the previous paragraph.

The Supplier undertakes to comply with the terms and conditions set out in Annex 4 to the Tender Document by submitting a Initial tender and Final tender. The offered solution must comply with the conditions set out by the Contracting Authority in Annex 1 to this Tender Documentation.

**Non-compliance with the technical specifications** (and if the Supplier does not remedy such non-compliance even in the context of negotiations on initial tenders or at the possible additional request of the Contracting Authority, if permitted by the Act) **may result in the exclusion of the Supplier** from further participation in this procurement procedure.

## **5 Dates, time and period of performance**

The Contracting Authority assumes that the conclusion and entry into force of the contract for the performance of the public procurement with the selected Supplier will take place in **09-12/2026**.

The start date of the performance of the public contract is conditional on the proper termination of the procurement procedure and the conclusion of the relevant contract with the selected Supplier. For these reasons, the Contracting Authority reserves the right to conclude the contract and start performance at a later date, in particular following the extension of the duration of the procurement procedure.

The Contracting Authority shall require that the performance forming the subject-matter of the contract be carried out within by **30/11/2027**. **For the performance schedule see the terms and conditions in Annex 4 to this Tender Documentation.**

## **6 Conduct of the competitive procedure with publication**

### ***6.1 Qualification phase - Requests to participate (Phase 1)***

The qualification phase of the competitive procedure with publication shall consist of proof of the qualification of the Suppliers referred to in Article 7 of this Tender Document and an assessment of the qualification **of the Suppliers who have submitted a Request to participate**. The conditions and requirements of the Contracting Authority concerning the content, form and manner of submission of Requests to participate and qualification of Suppliers are governed by Articles 7 and 14 of this Tender Documentation.

In particular, the information referred to in Articles 7 and 14 of this Tender Document is relevant for the preparation of the Request to participate and for participation in the first stage of the procurement procedure.

### ***6.2 Initial tender Stage – method and principles for negotiating Initial tenders with Participants (Phase 2)***

After assessing the qualification, the Contracting Authority shall send a call for **tenders to all Suppliers, participants who have demonstrated that they have fulfilled the qualification in accordance with Article 7 of this Tender Document**. An Initial (indicative) tender may be submitted only by the tenderer invited by the Contracting Authority to submit an Initial tender.

Subsequent to the submission of the Initial tenders, the Contracting Authority shall send an **invitation to negotiate the Initial tenders** to the tenderers who have submitted the Initial tender, at least three (3) working days before the date of the meeting. At the choice of the Contracting Authority, the hearing may be conducted in **writing** (remotely) in electronic form or **in person**, either in person or by videoconference with recording. In the case of a face-to-face meeting on a Initial tender, a maximum of three (3) persons - representatives of the participant - may participate in one face-to-face meeting, unless the Contracting Authority allows a higher number in a specific case.

Negotiations with individual participants will take place separately and will be conducted in Czech or English, depending on the language of the procurement procedure in which the participant submits the Initial tender; the language of the in-person meeting may also be agreed between the Contracting Authority and the participant (in Czech or English). For each meeting

with a participant, the Contracting Authority shall make a written record or video recording containing all the arrangements made during the meeting, the date of the meeting, the subject of the meeting and its outcome. In the case of written negotiations, a record will be made in the form of electronic communication between the Contracting Authority and the participant, including mutually provided written documents. In the case of a written record of hearings or video recordings, this will serve as a record of the course of the hearing having the character of documentation within the meaning of Article 216 of the Act, the validity of which does not require any further authorization. The subject matter, method and detailed rules for the negotiation of Initial tenders, including the method of its termination, shall be described by the Contracting Authority in the invitation to negotiate Initial tenders.

In the course of negotiations on preliminary offers, the number of participants will not be reduced in accordance with the provisions of Article 112 of the Act. Negotiations may take place in one or more rounds, and the Contracting Authority shall notify all participants in the procurement procedure of the time at which the negotiations are concluded or the manner in which they are determined.

On the basis of the Initial tenders received, the Contracting Authority shall negotiate with the participants in the procurement procedure for Initial tenders with a view to improving the preliminary tenders in favor of the Contracting Authority. The Contracting Authority will discuss the technical specifications, price and commercial parameters of the Initial tender for the performance of the public contract as part of the negotiations. As part of the negotiations on the technical parameters of the preliminary tender, the Contracting Authority will discuss with the participant the technical solution offered, which must comply with the technical specifications defined by the Contracting Authority in Annex 1 to this Tender Documentation. The Contracting Authority will have the opportunity to discuss with the participant in the procurement procedure its preferences and ideas in relation to the specific proposal for a technical solution and to discuss, in direct dialogue with the participant in the procurement procedure, the possibilities of modifying or completing the offered technical solution for the needs of the Contracting Authority. Within the meaning of Article 67(2) of the Act, the Contracting Authority is **entitled** (not obliged) **to amend or supplement the specifications during the negotiations, in particular the technical specifications, with the exception of the minimum technical specifications** set out in Annex 1 to this Tender Document and the rules for the evaluation of tenders.

### **6.3 Submission of Final tenders (Phase 3)**

After the conclusion of negotiations on Initial tenders, the Contracting Authority shall invite the participants in the tendering procedure to submit Final tenders within the meaning of Article 61(12) of the Act (hereinafter referred to as the '**Final tender**'). The Participants are required to ensure that their Final tenders, if they submit them, comply with the arrangements, commitments and amendments agreed in the course of the negotiations on the Initial tenders with the Contracting Authority; failure to comply with that requirement shall be considered as non-compliance with the tender specifications and may lead to the exclusion of a participant from the tendering procedure with reference to Article 48(2)(a) of the Act. The Final tenders submitted will then be evaluated in accordance with the award criteria set out in Article 16 of this Tender Documentation. The provisions of Section XI and XII of the Act shall apply to the selection of the Supplier and the conclusion of the contract.

## **7 Information on qualitative selection (Qualification) of the Supplier and requirements for the particulars and preparation of the request to participate**

The Contracting Authority shall require the participant in the procurement procedure in Phase 1 of the procurement procedure to prove by law and by the Contracting Authority the qualification set out below. Supplier is obliged to provide the information for qualitative selection by documents proving the qualification of the Supplier which **will be part of the Request to participate**.

**The Request to participate** will contain the following documents and information:

- **Cover sheet of the Request to participate** containing identification data of the Supplier, identification of persons authorized to act on behalf of the Supplier and contact details, other data specified by the Contracting Authority in this Tender Documentation, within the scope of Annex 2 to this Tender Documentation,
- **Documents proving compliance with the criteria for qualitative selection - qualification** referred to in Articles 7.1-7.3 of this Tender Documentation;
- **Supplier's solemn declaration** in relation to international sanctions adopted by the European Union in connection with the Russian aggression on the territory of Ukraine pursuant to Annex 3 to this Tender Documentation.
- **A list of subcontractors**, which the Supplier intends to use for the performance of the contract, indicating the identification data of these subcontractors<sup>2</sup> and other information within the scope of Annex 5 to this Tender Documentation.

The Contracting Authority shall provide that, unless otherwise specified in this Tender Documentation, the Supplier shall use generally available file data formats in the request to participate, in particular .pdf, .jpg, .docx, .xlsx, .zip, etc.

The maximum size of individual files inserted in the e-tool is limited (the exact maximum size of individual files can be checked in the procurement detail by pressing the "Send request to participate" button). The number of files to be inserted as part of the menu is not limited.

The condition for submitting a request to participate is completed registration and registration in an electronic tool or Central Supplier Database CDD (see Article 2 of this Tender Documentation).

The request to participate shall not contain any transcripts or corrections likely to mislead the Contracting Authority.

### **7.1 Basic qualification; Eligibility – exclusion grounds**

The Contracting Authority requires, in accordance with Article 73(1) of the Act, proof of basic qualification - eligibility, while the eligibility criteria are set out in the Act. Article 74(1) and the method of proof in relation to the Czech Republic, then Article 75 of the Act. According to the Article 81 of the Act, the eligibility obtained abroad (foreign Supplier) is evidenced by documents according to the legal order of the country in which it was obtained.

**According to the Article 74(1) of the Act is an eligible Supplier who**

- (a) Integrity:** has not been the subject of a judgment which has the force of res judicata for an **offence listed in Annex 3 to the Act or a similar offence** under the law of the

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<sup>2</sup>In accordance with Article 28(1)(g) of the Act, identification data means a company name or name, registered office, legal form in the case of a legal person, and a company name or first name or forenames and surnames in the case of a natural person.

Supplier's **country of residence** in the country in which it has its registered office for the last 5 years prior to the commencement of the procurement procedure; Blanked sentences are not taken into account.

- (b) **Tax-unindebtedness:** does not have a **tax arrears due recorded in the tax records in the Czech Republic and in the country of its residence;**
- (c) **Unindebtedness to health insurance:** does not have arrears in insurance premiums or penalties for **public health insurance payable in the Czech Republic and its country of residence;**
- (d) **Social security unindebtedness:** does not have arrears **in the Czech Republic and its country of residence** in respect of insurance premiums or social **security penalties and contributions to the State employment policy;**
- (e) **Absence of liquidation and bankruptcy:** is not being **wound up**, which has not been the subject of an **insolvency** order, which has not been **placed in receivership** under any other law or is not in any analogous situation **under the law of the Supplier's country of residence.**

The Contracting Authority warns foreign Suppliers that **the assumptions under (a) and (e) above are demonstrated only in relation to the country of residence of the Supplier and the assumptions under (b), (c), (d) above in relation to both the Czech Republic and the country of Supplier's residence**, by the documents specified in this Tender Documentation below.

#### ***7.1.1. Integrity, Article 74(1)(a) of the Act***

The Supplier, if established in the Czech Republic, shall submit an extract from the criminal record to prove eligibility pursuant to Article 74(1)(a) of the Act.

The foreign Supplier shall submit documents issued in accordance with the law of his country of residence, i.e. an extract or certificate from criminal records or similar records issued in accordance with the law of the country of Supplier's residence. If the document proving the qualification criterion is not issued in the country of residence, the Supplier shall replace it with a solemn declaration (see Annex 3 to this Tender Documentation).

If the Supplier is a legal person, pursuant to Article 74(2) of the Act, the above-mentioned condition pursuant to Article 74(1)(a) of the Act must be met by:

- this legal entity and at the same time
- each member of the statutory body.

If a legal person is a member of the statutory body of the Supplier, the condition under Article 74(1)(a) of the Act must be met by:

- this legal person,
- any member of the statutory body of that legal person; and
- a person representing that legal person in the statutory body of the Supplier.

Pursuant to Article 74(3) of the Act, if a branch of a business participates in a tendering procedure

- a) foreign legal entities, the condition under Article 74(1)(a) of the Act must be met by this legal entity and the head of the branch,
- b) Czech legal persons, the condition under Article 74(1)(a) of the Act must be met by the persons referred to in Article 74(2) of the Act and by the head of the branch.

**7.1.2. Tax unindebtedness (incl. excise duty), Article 74(1)(b) of the Act**

The Supplier shall submit for proof of eligibility pursuant to Article 74(1)(b) of the Act in relation to the Czech Republic:

- confirmation by the competent tax office of the absence of tax arrears due; and
- a written solemn declaration in relation to excise duty (see Annex 3 to this Tender Documentation).

The foreign Supplier is obliged to prove this eligibility both in relation to the territory of the Czech Republic in the manner referred to in the previous paragraph and to the country of its residence, by confirming to the competent institution that there are no tax arrears due, according to the law of the country of the Supplier's residence. If the document proving the qualification criterion is not issued in the country residence, the Supplier shall replace it with a solemn declaration (see Annex 3 to this Tender Documentation).

**7.1.3. Unindebtedness to health insurance, Article 74(1)(c) of the Act**

The Supplier shall submit to prove eligibility under Article 74(1)(c) of the Act, in relation to the Czech Republic, a solemn declaration of the absence of outstanding arrears in insurance premiums or penalties for public health insurance (see Annex 3 to this Tender Documentation).

The foreign Supplier is obliged to prove this eligibility both in relation to the territory of the Czech Republic in the manner referred to in the previous paragraph and to the country of its residence, by confirming to the competent institution that there are no outstanding arrears in insurance premiums or penalties for public health insurance, according to the law of the country of the Supplier's residence. If the document proving the qualification criterion is not issued in the country residence, the Supplier shall replace it with a solemn declaration (see Annex 3 to this Tender Documentation).

**7.1.4. Unindebtedness to social security contributions, Article 74(1)(d) of the Act**

For the purposes of proving eligibility under Article 74(1)(d) of the Act in relation to the Czech Republic, the Supplier shall submit a certificate from the competent territorial social security administration confirming the absence of arrears due in respect of insurance premiums or social security penalties and contributions to the State employment policy.

The foreign Supplier is obliged to prove this eligibility both in relation to the territory of the Czech Republic in the manner referred to in the previous paragraph and to the country of its residence, by confirming to the competent institution that there is no outstanding arrears in insurance premiums or penalties for social security and contribution to the state employment policy, according to the law of the country of the Supplier's residence. If the document proving the qualification criterion is not issued in the country residence, the Supplier shall replace it with a solemn declaration (see Annex 3 to this Tender Documentation).

**7.1.5. Absence of liquidation and bankruptcy, Article 74(1)(e) of the Act**

The Supplier, if he has his registered office in the Czech Republic, shall submit an extract from the Commercial Register or a written solemn declaration in case he is not registered in the Commercial Register to prove his eligibility under Section 74(1)(e) of the Act in relation to the Czech Republic.

The foreign Supplier is obliged to prove the eligibility criterion by means of documents issued under the law of his country of residence, which will prove that he is not in a similar situation under the law of the country of residence of the Supplier. If the document proving the qualification criterion is not issued in the country of residence, the Supplier shall replace it with a solemn declaration (see Annex 3 to this Tender Documentation).

#### **7.1.6. European Single Procurement Document (ESPD)**

For the purposes of submitting an application for participation, the Supplier is entitled, pursuant to Article 86(2) of the Act, to replace the required documents to prove compliance with the basic eligibility criteria with the European Single Procurement Document (ESPD); the ESPD form forms Annex 3 to this Tender Document. The selected Supplier will be required to provide the documents listed above.

#### **7.2 Professional qualification**

The Contracting Authority requires proof of professional qualification. Professional qualification shall be demonstrated by the Supplier who submits an **extract from the Commercial Register** or other similar register pursuant to Article 77(1) of the Act, if another legal regulation requires entry in such a register.

For the purposes of submitting an application for participation, the Supplier is entitled, pursuant to Section 86(2) of the Act, to replace the required documents to prove compliance with the criteria for professional competence with the Single European Public Procurement Certificate (ESPD); the ESPD form forms Annex 3 to this Tender Document. The selected Supplier will be required to provide the document listed above.

#### **7.3 Technical qualification**

The Contracting Authority shall require proof of technical qualification. The technical qualification shall be demonstrated by the Supplier who submits, pursuant to Article 79(2)(b) of the Act, **a list of significant contracts** provided by the Supplier **in the last 5 years<sup>3</sup>** prior to the commencement of the procurement procedure, including the price and the time of their provision and the identification of the client (including the contact person where the provision of the supply can be verified).

In order to demonstrate the qualification of the Supplier, the list of significant supplies must clearly indicate that the Supplier performed the following reference contracts during that period.

##### **A. Contract in the field of data exchange software systems**

The Supplier shall demonstrate that it has provided at least **1 contract for the supply and/or servicing of solutions in the area of data exchange software systems between more than 10 entities** (economically independent entities) during that period, where the volume (financial value) of the significant contract amounted to at least **CZK 5 million excl. VAT<sup>4</sup>**.

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<sup>3</sup> Having regard to the subject-matter of the contract and ensuring an adequate level of competition, the Contracting Authority shall, in accordance with the provisions of Article 79(2)(b) of the Act provided for a period of time for the provision of significant supplies of the last 5 years before the launch of the procurement procedure.

<sup>4</sup>In case the contract was executed in a currency other than Czech crowns (CZK), the Contractor shall provide the information in euros (EUR), whereby the conversion into CZK shall be used to fulfil the criterion according to

The required minimum financial value of a major contract includes **both CAPEX and OPEX** (investment and operating costs); where

CAPEX means:

- investment costs, i.e. the value of delivery of the solution (work) and its implementation,
- in case that the Supplier applies a significant contract that was delivered together with other Suppliers (so-called consortium), the Supplier had to be in the position of the head of the association or partial complex part, which means in the position responsible for the complex design, implementation and coordination of the connection of the supplied solution to the functional unit of the client's ICT operation (so-called system integrator).

OPEX means:

- operating costs of the supplied solution, in particular for servicing, operation and development cumulatively,
- only costs realized and invoiced to the Supplier shall be included;
- only costs incurred and paid up to the deadline for submission of requests to participate shall be included.

### ***B. Contract in the field of software solutions in healthcare***

The Supplier shall demonstrate that he has provided from **one to three** contracts for **the supply of software solutions in the healthcare sector in the period in question, with a total aggregate value of at least CZK 5 million excl. VAT.**<sup>5</sup>

For significant contracts (both categories), the contract provided means the contract for which the delivery of the ICT solution and its implementation has already been completed, i.e. not the supply, the implementation of which is still ongoing. It must therefore be a delivered solution in the sense handed over and taken over by the client, where the operational phase takes place.

The Supplier may use supplies provided by:

- together with other Suppliers, to the extent that he **was involved in the performance of such supplies and, if he was in the position of the head of the association, in the part for which he was responsible as a system integrator,**
- as a subcontractor, to the extent that it has been involved in the performance of such supplies.

Where, for objective reasons, the Supplier is unable to prove the technical qualification in the manner prescribed, he shall be entitled to prove it by other equivalent means, unless the Contracting Authority/entity rejects it for objective reasons.

For the purposes of submitting an application for participation, the Supplier is entitled, pursuant to Article 86(2) of the Act, to replace the required documents to prove compliance with the technical qualification criteria with the European Single Procurement Document (ESPD) providing required information; the ESPD form forms Annex 3 to this Tender Document.

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the exchange rate announced by the Czech National Bank on the date of the end of the deadline for submitting requests to participate.

<sup>5</sup> see footnote 3

#### **7.4 Common provisions on qualifications**

**Qualification obtained abroad, i.e. also basic and professional qualification in relation to the country of residence with a foreign Supplier, is demonstrated by the Supplier in accordance with Article 81 of the Act by documents issued under the law of the country in which it was obtained, to the extent of information required by the Contracting Authority.** If, under the relevant legal system, the required document is not issued, it shall be replaced by a written solemn declaration of the Supplier within the meaning of Article 45(3) of the Act.

Documents proving basic eligibility pursuant to Article 74 of the Act must demonstrate compliance with the required eligibility criterion no later than 3 months before the date of commencement of the procurement procedure (NB: pursuant to Article 61(1) of the Act, this is the date of dispatch of the Contract Notice – see the Contract Notice form published in the Public Procurement Bulletin / TED).

Documents within the meaning of Article 45(1) of the Act shall be submitted by the Supplier in copies to the Request to participate. It is also possible to submit originals or officially certified copies of documents, i.e. in the case of documents in electronic form their electronic originals, or documents resulting from authorized conversion from paper originals.

**Pursuant to Article 86(2) of the Act, the Supplier may replace the required qualification documents with a European Single Procurement Certificate pursuant to Article 87 of the Act – see Annex 3 to this Tender Documentation.**

The Contracting Authority shall provide that, pursuant to Article 86(2) of the Act, **the Supplier may not replace the required documentary evidence of basic and professional competence** with a written solemn declaration, except in the cases listed in Article 7 of this Tender Documentation.

Under the conditions set out in Article 228 or Article 234 of the Act, the Supplier is entitled to replace the relevant documents required by the Contracting Authority proving compliance with the qualification with an extract from the list of Qualified Suppliers, or with a certificate issued within the system of Certified Suppliers (a foreign person established in another EU Member State with a certificate that is a similar document under the law).

Pursuant to Article 45(4) of the Act, the Supplier may fulfil the obligation to provide document for proving the qualification by reference to the relevant information held in the public administration information system or in a similar information system held in another EU member state, which allows unrestricted remote access. Such a URL link shall include the internet address and data for logging in and retrieving the requested information, where such data is necessary.

The method of proving the qualification of the Supplier through another person is regulated by Article 83 of the Act.

In the event of a change in qualification during the tendering procedure, the participant in the tendering procedure shall proceed in accordance with Section 88 of the Act.

## **8 Requirements for the particulars and preparations for the Initial Tender and the Final Tender**

The Initial or Final Tender will contain the following documents and information:

- **Cover sheet of the tender** containing the identification data of the Supplier, the designation of authorized persons to act on behalf of the Supplier and the contact details and other data specified by the Contracting Authority, within the scope of Annex 2 to this Tender Documentation,
- **Detailed description of the performance offered and a technical sheet** drawn up in accordance with the conditions set out in Article 4 and Annex 1 to this Tender Documentation,
- **Detailed price quotation drawn up** in accordance with Article 10 of and Annex 2 to this Tender Document (the ‘price quotation’ sheet);
- **Evaluation data pursuant to Articles 16.2 and 16.3 of this Tender Document** by completing Annex 2 to this Tender Document (“evaluation data” sheet)
- **Supplier's solemn declaration** in relation to international sanctions adopted by the European Union in connection with the Russian aggression on the territory of Ukraine pursuant to Annex 3 to this Tender Documentation,
- **List of subcontractors**, which the Supplier intends to use for the performance of the contract, indicating the identification data of these subcontractors<sup>6</sup> and other information within the scope of Annex 5 to this Tender Documentation.

The Contracting Authority shall provide that, unless otherwise specified in this Tender Documentation, the Supplier shall use generally available data file formats, in particular .pdf, .jpg, .docx, .xlsx, .zip, etc., in the Request to participate, the Initial Tender and the Final Tender.

The maximum size of individual files inserted in the electronic tool is limited (the exact maximum size of individual files can be checked in the details of the contract by pressing the ‘Send Pre-tender/Send Tender’ button). The number of files to be inserted as part of the menu is not limited.

The condition for submitting a tender is completed registration and registration in an electronic tool or Central Supplier Database (see Article 2 of this Tender Documentation).

Neither the Request to participate, Initial Tender nor the Final Tender shall contain any transcripts or corrections liable to mislead the Contracting Authority. The Contracting Authority shall negotiate the Initial Tender with the Supplier under the conditions laid down in this Tender Documentation and the Act.

## **9 Language requirements for Requests to participate, Initial Tenders and Final Tenders**

The Request to participate, the Initial Tender and the Final Tender, and all documents submitted in them, will be drawn up in **English or Czech (designated languages)**. In the case of documents issued in a language other than the specified language, the Supplier shall include in the Request to participate, the Initial Tender or the Final Tender a translation thereof into one of the designated languages specified for the procurement procedure (see Article 45(3) of the Act). The document in the designated language or Slovak language and the proof of education in Latin language shall be submitted without translation; the Contracting Authority may also waive the obligation to submit a translation for other documents.

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<sup>6</sup>In accordance with Article 28(1)(g) of the Act, identification data means a company name or name, registered office, legal form in the case of a legal person, and a company name or first name or forenames and surnames in the case of a natural person.

## **10 Requirements for the processing of the price quotation**

The tender price will be stated by the Supplier in the Initial Tender/Final tender in **Czech crowns (CZK) or Euros (EUR)** and under the conditions set out in the Tender Documentation, in particular the commercial and contractual conditions pursuant to Annex 4 to this Tender Documentation. If the Supplier indicates the tender price in **Euros (EUR)**, **the price will subsequently be converted into Czech crowns (CZK) by the Contracting Authority for the purposes of the procurement procedure, including the conclusion of the contract, at the exchange rate announced by the Czech National Bank on the date of the end of the deadline for the submission of Initial or Final Tenders.** The Contracting Authority does not accept the use of currencies other than CZK or EUR.

The price quotation shall include all costs of the Supplier necessary for the proper, complete and high-quality performance of the subject matter of the public contract, in particular all supplies, works, performances and services, licenses, all fees, freight, profit and any other costs and expenses associated with the performance of the subject matter of the public contract, taking into account all risks and influences during its implementation at the time and under the conditions set out in this Tender Document and its annexes, until the termination of obligations arising from the contract to be concluded with the selected Supplier.

For the purposes of this Article of the Tender Documentation, the offer price means the total offer price of the supply, the hourly rates of the service (technical support), the flat-rate quarterly price of the service and the percentage of the flat-rate increase in the event of the development of the subject matter, shall be determined by the Supplier by indicating them in **the price quotation made by the Supplier** by completing the table in **Annex 2** to this Tender Document – Price Quotation, following the instructions set out herein, and shall be submitted in his Initial and Final Tender. The number of hours of technical support in Annex 2 (price table) is a model for evaluating Initial and Final Tenders; the unit price is binding, the performance of the contract will be governed by the actual needs of the service by the Contracting Authority.

If the Supplier is not subject to VAT, he shall state this fact in his offer and his offer price will be the total price in CZK excluding VAT, which price will then be stated in the contract as the final price. In the event that a Supplier who is not a VAT payer becomes a VAT payer until the conclusion of the contract or during the performance of the public contract, the prices specified in the contract, in the price offer resulting from the completion of Annex 2 to this Tender Documentation, shall be the final prices. In the case of a Supplier established abroad, VAT is payable by the Contracting Authority.

In the event that the Supplier does not submit a quotation in his Final tender, or does not indicate a quotation price in his Final tender, or does not submit other data subject to the evaluation of tenders in accordance with the established evaluation criteria, his tender may not be supplemented in accordance with the law. The tender not containing the tender price will not be evaluated and the Contracting Authority will exclude such a Supplier from the procurement procedure for non-compliance with the tender specifications (!).

The prices quoted by the Supplier are the maximum permissible prices – they can only be exceeded under the conditions specified in this Tender Documentation and in the binding commercial and contractual conditions pursuant to Annex 4 to this Tender Documentation.

## **11 Use of subcontractors and joint participation in the procurement procedure**

### **11.1 Use of subcontractors**

According to Article 107(4) of the Act, a participant in a public procurement procedure may not simultaneously be a person (particularly a sub-contractor) through whom another Supplier proves qualification in this public procurement procedure.

The Supplier shall be liable for the activities of the subcontractor as if he had carried them out himself. The Supplier is obliged to ensure in its contracts with subcontractors the fulfilment of all obligations that the Supplier derives from the binding commercial and contractual conditions pursuant to Annex 4 to this Tender Documentation.

**The Supplier must indicate in its Initial and Final Tender for which parts of the performance of the contract it intends to use the subcontractor.** The subcontractor is not entitled to entrust the implementation of the part of the performance of the public contract intended for him to another entity. The Supplier shall include in the tender the identification details of each subcontractor (see Annex 5 to this Tender Documentation).

A subcontractor who has not been identified in the list of subcontractors referred to in the previous paragraph and who subsequently engages in the performance of the public contract must meet the qualifications to the extent of the subcontractor being replaced and be unambiguously identified by the Supplier before its involvement in the performance of the public contract, and such identification and copies of documents proving compliance with the required qualifications must be demonstrably submitted by the Supplier to the Contracting Authority, together with its solemn declaration that it is not a subcontractor subject to international sanctions pursuant to Act No. 69/2006 Coll., on the implementation of international sanctions, as amended. Without providing such unambiguous identification, copies of documents proving the fulfilment of the required qualification and a solemn declaration of the Supplier, the subcontractor may not participate in the performance of the contract.

### **11.2 Joint participation of Suppliers in the procurement procedure**

**Participants who have separately submitted a Request to participate and have been invited to submit an Initial Tender may not submit a joint Initial Tender.** In the case of joint participation of Suppliers submitting a **joint Request to participate**, the procuring entity shall require those Suppliers to provide evidence that they will be jointly and severally liable for the performance of the contract and to provide evidence as to which of the Suppliers is entitled to act on behalf of the other Suppliers in matters related to their participation in the procurement procedure.

When communicating in the context of a procurement procedure, the Contracting Authority is entitled to deliver to the contact addresses (via an electronic tool, to a data box or to an e-mail address) any of the Suppliers submitting a joint Request to participate, an Initial Tender and a Final Tender, on the understanding that it is delivered in this way to all these Suppliers.

In the case of joint participation by Suppliers, they shall be jointly and severally liable vis-à-vis the Contracting Authority and any third parties for any obligations arising in connection with the performance of the subject-matter of the contract or arising as a result of delays or other breaches of contractual or other obligations in connection with the performance of the subject-

matter of the contract. The draft contract shall clearly define which of the Suppliers is entitled to act on behalf of the other participants in matters related to the performance of the contract, which Supplier will be the invoicing point and, if applicable, which specific part of the performance each of the Suppliers intends to actually perform.

Proof of qualification in the case of joint participation of Suppliers shall be subject to the provisions of the Act, in particular Articles 82, 83 and 84, last sentence, of the Act and the rules set out in this Tender Documentation.

## **12 Binding commercial and contractual terms and conditions**

The Contracting Authority shall lay down the commercial and contractual terms and conditions of the public contract in the form of a binding text of the contract for supplies and services, which are annexed to No. 4 of this Tender Documentation.

Contracts for the performance of a public contract will be concluded in accordance with Annex 4 to this Tender Documentation and the outcome of negotiations in accordance with Article 7.2 of this Tender Documentation, with the fact that before signing it will be supplemented with data from the Final Tender of the selected Supplier in the places marked and indicated annexes. **The Contracting Authority does not require the submission of the draft contract in the form of completed Annex 4 to this Tender Document in the Initial Tender and the Final Tender signed by the Supplier.** Terms and conditions may be the subject of negotiations on Initial Tenders in the event that the Contracting Authority decides to negotiate them.

## **13 Availability and explanation of Tender Documents**

The Contracting Authority/entity shall provide the complete procurement documents, with the exception of the forms published in the Public Procurement Bulletin, without restriction, via the Contracting Authority/entity profile at the Internet address <https://ezak.kr-vysocina.cz/vz00013778>

The following annexes to this Tender Documentation are also part of the Tender Documentation:

- Annex no. 1– Specification of the subject of performance – technical conditions and technical data sheet;
- Annex no. 2– Request to participate/tender cover sheet, price table;
- Annex no. 3– Declaration and list of major contracts, Model: European Single Procurement Document (ESPD), Supplier's solemn declaration in relation to international sanctions;
- Annex no. 4– Binding commercial and contractual terms and conditions – Contract for Supply of the Work and Service Contract text;
- Annex no. 5– List of subcontractors.

An integral part of the Tender Documentation is also the Contract Notice, which is published in the Public Procurement Bulletin / TED under the number indicated on the Contracting Authority's profile under the heading 'Procurement information' at the following address:

<https://ezak.kr-vysocina.cz/vz00013778>

The Supplier may request an explanation of the Tender Documentation in writing in accordance with Article 98 of the Act. A request for clarification of the procurement documents

must be submitted by the Supplier no later than 8 working days before the deadline for submission of Requests to participate, Initial Tenders or Final Tenders. The application must be in writing and submitted electronically in the manner specified in Article 2 of this Tender Documentation.

The Contracting Authority shall provide an explanation of the procurement documents including the exact wording of the application in accordance with the provisions of the Act. Article 98(1) of the Act **by publishing it on the Contracting Authority's profile** within the period laid down in Article 98(4) of the Act. The Contracting Authority is entitled to provide explanations of the Tender Documentation **by publishing them on the Contracting Authority's profile even without the Supplier's prior request.**

If the Tender Documentation is amended or supplemented outside the negotiations on Initial Tenders, the Contracting Authority shall proceed in accordance with Article 99 of the Act, in the same way as when explaining the Tender Documentation.

Explanations, additions and amendments to the procurement documents published on the Contracting Authority's profile shall become an integral part of the procurement documents at the time of their publication and shall be binding on the Supplier.

For this reason, if interested in participating in this procurement procedure, the Contracting Authority recommends that Suppliers also **activate the subscription to the notification** of changes in the Tender Documentation or explanations of the procurement documents for this procurement procedure on the Contracting Authority's profile by entering the contact e-mail address in the section 'Explanations, supplements, amendments to the procurement documents.'

#### **14 Deadline and method of submission of Requests to participate, Initial Tenders and Final Tenders**

The Request to participate must be submitted **within the time limit for the submission of requests to participate** specified in the Contract Notice published in the Public Procurement Bulletin / TED (or its amendment) and on the profile of the Contracting Authority, exclusively by means of an electronic tool.

The Initial Tender and, subsequently, the Final Tender will be submitted by the invited Suppliers after the end of Phase 1 and Phase 2 of the tender procedure (see Article 6 of this Tender Document), **within the time limit specified by the Contracting Authority in the Invitation** to submit the Initial/Final tender.

Procuring entity with respect to Article 107(1) of the Act in conjunction with the Article 211(5) of the Act **does not accept paper Requests for participation, Initial Tenders and Final Tenders, nor those submitted otherwise than by means of an electronic tool or by means other than those specified in the Tender Documents.**

The Supplier shall submit the Request to participate, the Initial Tender, if any, and the Final Tender on the website defined in the electronic tool of this specific procurement, i.e. <https://ezak.kr-vysocina.cz/vz00013778>, in the manner described in the manual available at <https://ezak.cz/manualy/elektronicke-nabidky-a-zadosti-o-ucast-manual>.

If the Request to participate, the Initial Tender or the Final Tender is not submitted within the time limit or in the manner specified in this Tender Document, it shall not be taken into account in the course of the tendering procedure pursuant to Article 28(2) of the Act.

## **15 Opening of the Request to participate, the Initial Tenders and the Final Tenders**

The opening of preliminary and Final tenders shall be carried out by the Contracting Authority in accordance with the provisions of Article 109 of the Act after the expiry of the deadline for the submission of Initial Tenders / Final tenders. Opening of a tender in electronic form means making its content available to the Contracting Authority. In accordance with that provision of the Law, the opening of tenders takes place without the participation of the participants in the tendering procedure<sup>7</sup>. The conditions for the opening of tenders shall apply mutatis mutandis to the opening of Requests to participate.

## **16 Evaluation of Final tenders**

Only the Final tenders (hereinafter also referred to as “tender(s)”) of the Suppliers who prove compliance with all the conditions for participation laid down in the tender specifications will be evaluated. This does not preclude the right of the Contracting Authority first to evaluate the tenders before assessing whether the Supplier whose tender has been evaluated as the most advantageous fulfils the conditions for participation and its tender does not contain an abnormally low tender price.

Furthermore, the Contracting Authority points out that neither the right of the Contracting Authority to carry out an ex ante evaluation after the submission of the Initial Tenders nor the right of the Contracting Authority to communicate information or part of the information on the results of the preliminary evaluation to the participants during the negotiations on the Initial Tenders is excluded; this is a right not an obligation of the Contracting Authority, information on the course of negotiations on Initial Tenders will be communicated to the participants in the invitation to submit Initial Tenders or during the negotiations (see Article 61(10) of the Act).

Tenders within the meaning of Article 114(1) of the Act shall be evaluated according to their economic advantage, and the evaluation of tenders shall be carried out according to the following award criteria representing the lowest life-cycle cost-quality ratio within the meaning of Article 114(2), Article 116(2) and Article 117 of the Act.

- 1) Lowest life-cycle costs excluding VAT (LCC), weight 60%**
- 2) Technical readiness of the Supplier’s solution for interoperability according to IHE profiles, weight 25 %**
- 3) Vendor lock-in prevention, weight 15 %**

The total score of the tender shall be determined by the Contracting Authority as the sum of the tender points obtained in the criteria. The ranking of the tenders will be established by descending the ranking of the tenders according to the total score of the tenders.

### ***16.1. Evaluation method for award criterion 1) - Lowest life-cycle cost excluding VAT***

The Contracting Authority, within the meaning of Article 118(1) of the Act, states that it will use the following method to determine life-cycle costs, based on the information provided by

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<sup>7</sup>Applies to both preliminary and final bids.

Suppliers in **the price quotations made** by filling in and following the instructions set out in **Annex 2 (the price quotation sheet)**.

$$LCC = PI + \sum_{i=1}^n YHS_i + \sum_{i=1}^n YHDev_i + \sum_{i=1}^n YQS_i + \sum_{i=1}^n YQDev_i$$

where:

- LCC:** Life Cycle Costs (LCC) in CZK without VAT.
- n:** The number of years of service life of the subject of performance is set by the Contracting Authority at **15 years**.
- PI:** The total offer price of the software excluding VAT (Price of Investment), i.e. the offer price in CZK excluding VAT under the terms of the contract for supply (Annex 4 to the Tender Documentation).
- YHS:** Annual service price for hourly service rates – technical support, in CZK excluding VAT under the terms of the service contract (Annex 4 to the Tender Documentation).
- YHDev:** Annual service price for hourly service rates – development, in CZK excluding VAT under the terms of the service contract (Annex 4 to the Tender Documentation).
- YQS:** Annual price for the quarterly flat-rate service (value of the quarterly flat-rate multiplied by 4) in CZK excluding VAT according to the terms of the service contract (Annex 4 to the Tender Documentation).
- YQDev:** Annual value of YQS increase based on realization of development requirements of the client in CZK excluding VAT, as a percentage price increase derived from YHDev.

The evaluation will be carried out in such a way that the tender containing the lowest LCC value will receive 100 points. Each additional bid evaluated shall receive a score corresponding to the ratio of the lowest LCC value to the rated LCC multiplied by 100. The score of the tender will be further adjusted (multiplied) by the weighting of the criterion.

### **16.2. Evaluation method for award criterion 2) - Technical readiness of the Supplier's solution for interoperability according to IHE profiles**

The subject of the evaluation will be to demonstrate that the solution offered by the Supplier has a currently valid IHE certificate or documented interoperability verification (e.g. Connectathon Report) for the following IHE profiles: **XCA, XCPD, XDR, ATNA, PDQ, PIX, MHD, BALP, DSUB**.

XCA (Cross-Community Access)

The profile allows you to search for and retrieve medical documents across different information domains (e.g. hospitals, regions or states). It ensures interoperability when sharing data outside the boundaries of one system.

Cross-Community Patient Discovery (XCPD)

It is used to identify and assign a patient in a foreign domain based on demographic data. It allows patient records to be linked between systems that do not have a common identifier.

#### Cross-Enterprise Document Reliable Interchange (XDR)

It allows direct, secure and reliable sending of medical documents between two health systems. It does not require central registers and uses transmission using standard formats.

#### ATNA (Audit Trail and Node Authentication)

It provides auditing of access to sensitive health data and authentication of communication network participants. It enhances the safety and traceability of operations.

#### PDQ (Patient Demographics Query), or PDQV3, PDQm

It allows you to search for a patient based on demographic data such as name, date of birth or birth number. It promotes quick access to basic patient information.

#### PIX (Patient Identifier Cross-Referencing), or PIXV3, PIXm

It provides mapping of different identifiers of the same patient in different information systems. Allows you to link patient records across separate databases.

#### Mobile Access to Health Documents (MHD)

It provides access to medical records through a modern web interface (FHIR + REST). It supports mobile and cloud applications in healthcare.

#### BALP (Basic Audit Logging for Profiling)

It allows the recording of basic audit events according to a uniform format. It is used to monitor access to data and user activities in the system, with an emphasis on interoperable exchange of audit records.

#### DSUB (Document Metadata Subscription)

This profile describes how to use the Subscribe Notification Mechanism for use within the XDS Affinity Domain and across communities. The login allows the metadata to be compared during the publication of a new document for a given patient and leads to the delivery of a notification. This profile is based on the OASIS WS-Base Notification standard and defines a push notification method. Using the push notification method, the Document Metadata Subscriber can subscribe on behalf of the Document Metadata Notification Recipient to receive document availability notifications based on specific criteria. The Document Metadata Notification Provider tracks subscriptions and sends relevant notifications based on object registration in the XDS Document Registry.

The Contracting Authority shall award sub-points to the offer for a certified IHE profile of the solution offered by receiving a 1-point offer for the submission of each of the above-mentioned certified profiles. The Supplier declares the certification of the profile **by completing the data in Annex 2 (evaluation data sheet)** and proves it **by submitting the IHE Integration Statement<sup>8</sup>** for the offered solution, which will not be older than 4 years. Subsequently, all received sub-points of the tender will be summed up and converted to a 100-point scale by dividing by a hundredth of the maximum possible number of sub-points. The score thus

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<sup>8</sup>see for example <https://www.ihe-europe.net/deployment>

obtained for the tender (to two decimal places) will be further adjusted (multiplied) by the weighting of the criterion.

### **16.3. Evaluation method for award criterion 3) Vendor lock-in prevention**

The following data provided by the Supplier in its tender – **completed Annex 2 (the evaluation data sheet)**, which will lead to a lower degree of future dependence of the Contracting Authority on the Supplier's solution (the so-called 'vendor lock-in'), or will contribute to a greater degree of openness to the development of the technology offered, including through third-party solutions, will be subject to evaluation. The criterion is divided into the following sub-criteria:

#### **(a) Rate of use of open source solutions (weight 25%)**

The subject of the evaluation in this sub-criterion will be whether the Supplier undertakes to deliver or use an open source solution for the part of the solution (work) specified by the Contracting Authority.

- Authentication of users
- Message queuing
- Database
- Register of documents
- Repository of documents
- Reporting and monitoring
- API (application interface) and its documentation (open API)
- UI (user interface)
- Logging
- Container architecture and its orchestration
- Automation of deployment (CI/CD) and documentation
- Validation of interfaces and formats

The Contracting Authority/entity shall award sub-points to the tender in such a way that for each module fulfilling the criterion it receives a tender of 1 point. Subsequently, all received sub-points of the tender will be summed up and converted to a 100-point scale by dividing by a hundredth of the maximum possible number of sub-points. The score thus obtained for the tender (to two decimal places) will be further adjusted (multiplied) by the weighting of the sub-criteria.

#### **(b) Continuously documented data model (weight 25%)**

The subject of the evaluation will be the Supplier's **commitment stated in the tender by filling in the data in Annex 2 (evaluation data sheet)** to propose a way of documenting and updating the data model of the complete proposed solution, its maintenance in a versioning tool, e.g. gitlab/hub maintained in a common repository (neutral cloud) or in the Technology Centre of the Vysočina Region (TCK).

The procuring entity shall award sub-points to the tender in such a way that, if the commitment is accepted and the method of documentation, updating and maintenance of the data model is proposed in the tender, the tender receives 100 points, otherwise the tender will not receive no points. The score thus obtained for the tender (to two decimal places) will be further adjusted (multiplied) by the weighting of the sub-criteria.

**(c) Continuously documented source code (weight 25%)**

the subject of the evaluation will be the Supplier's **commitment stated in the tender by filling in the data in Annex 2 (evaluation data sheet)** to propose a way of documenting and updating the source code, its maintenance in a versioning tool, e.g. gitlab/hub maintained in a common repository (neutral cloud) or in the Technology Centre of the Vysočina Region (TCK).

The procuring entity shall award sub-points to the tender in such a way that, if the commitment is accepted and the method of documentation, updating and maintenance of the source code is proposed in the tender, the tender receives 100 points, otherwise the tender receives no points. The score thus obtained for the tender (to two decimal places) will be further adjusted (multiplied) by the weighting of the sub-criteria.

**(d) Service network variability**

The subject of the evaluation will be the list of existing companies in the EU (EEA) or GPA signatory states<sup>9</sup> that are fully able to assume the service obligation arising from the service contract (Annex 4 of this Tender Documentation) as a whole. A list of such companies shall be provided **by the Supplier by completing the information in Annex 2 (Score sheet)**. The company listed by the Supplier must be able to service the offered solution or confirm the ability to service at the request of the client. Entities that are financially or personally linked to a Supplier shall not be considered as companies for the purposes of this paragraph. The maximum number of companies under this paragraph that the Contracting Authority will consider in the evaluation is 20 (twenty). If more than 20 firms are indicated, the number (figure) of 20 (twenty) shall be taken into account for the evaluation of the tender.

The Contracting Authority/entity shall award sub-points to the tender in such a way that for each company fulfilling the criterion it receives a tender of 1 point. Subsequently, all received sub-points of the tender will be summed up and converted to a 100-point scale by dividing by a hundredth of the maximum possible number of sub-points. The score thus obtained for the tender (to two decimal places) will be further adjusted (multiplied) by the weighting of the sub-criteria.

The overall score in the criterion will be done by adding together the weighted points in each sub-criterion, and this overall score will be further adjusted (multiplied) by the weighting of the criterion.

**17 Selected Supplier**

For the performance of the contract, the Contracting Authority shall select the Supplier with the most economically advantageous tender, i.e. the Supplier whose tender ranked first in the final ranking of the tenders.

In the case that the assessment of the fulfilment of the conditions for participation (excluding qualification) and the assessment of the abnormally low tender price is carried out, only after the evaluation of the tenders and the Contracting Authority excludes, on the basis of the result of such assessment, the Supplier that submitted the most economically advantageous tender,

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<sup>9</sup> Agreement on Government Procurement: [https://www.wto.org/english/tratop\\_e/gproc\\_e/memobs\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm)

the Contracting Authority shall select for the performance of the contract the Supplier whose tender ranked next in the final ranking of the evaluation in the evaluation of the tenders.

The Supplier selected to conclude a contract for the performance of a public contract pursuant to Article 122 of the Act will be obliged to submit the following documents to the Contracting Authority upon request of the Contracting Authority:

- a) The selected Supplier shall submit, **pursuant to Article 122(3)(a) of the Act, the documents on his qualification** which the Contracting Authority has requested and which are not available to him (in particular from the Supplier's Request to participate), including the documents referred to in Article 83(1), and the Contracting Authority may, pursuant to Article 122(4) of the Act, provide that the selected Supplier shall also submit:
  - i. originals or officially certified copies of the above-mentioned evidence of his qualification,
  - ii. evidence of basic eligibility pursuant to Article 74 of the Act proving compliance with the required eligibility criterion after delivery of the above-mentioned call,
  - iii. a written solemn declaration stating that the information relevant to the assessment of compliance with the qualification contained in the above-mentioned evidence of his qualification has not changed, or new evidence where the information relevant to the assessment of compliance with the qualification has changed.
- b) For the selected Supplier, if it is a **Czech** legal entity, **the Contracting Authority shall establish the data on its beneficial owner pursuant to** the Act governing the register of beneficial owners ('beneficial owner') from the register of beneficial owners pursuant to the same Act ('beneficial owner register').
- c) In the invitation pursuant to Article 122(6) of the Act, the Contracting Authority **shall also invite** the selected Supplier, if it is a **foreign legal entity, to submit an extract** from the **foreign beneficial ownership register** or, if there is no such register,
  - i. to communicate the identification details of all persons who are its beneficial owners; and
  - ii. to submit documents showing the **relationship of all persons referred to in point (i) to the Supplier**; these documents are in particular:
    - extract from the foreign register similar to the public register,
    - a list of shareholders,
    - the decision of the statutory body on the payment of the profit share,
    - the memorandum and articles of association, the memorandum and articles of association.

The Contracting Authority **shall exclude in** accordance with the provisions of Article 122(8) of the law of the selected Supplier,

- if it is a **Czech** legal person that has a beneficial owner, **if it was not possible to ascertain the data on its beneficial owner from the register of beneficial owners pursuant to point (d) above**; registration made available in the beneficial ownership register after dispatch of the Supplier exclusion notice shall not be taken into account;
- if it is a **foreign** legal person that **has not submitted the data and documents referred to in point (e) above**,
- who **has not provided evidence of his qualifications as referred to in point (a) above**.

In the event that the selected Supplier takes the form of a Czech joint-stock company, the Contracting Authority shall, in accordance with Article 48(9) and (7) of the Act, verify, on the basis of information held in the Commercial Register, whether it has **issued exclusively book-entry shares**. Pursuant to Article 48(9) of the Act, the Contracting Authority shall exclude a selected Supplier in the form of a joint-stock company from the tender procedure if the information held in the Commercial Register indicates that that Supplier does not have exclusively book-entry shares.

A selected foreign-based Supplier that is a joint-stock company or has the legal form of a similar joint-stock company shall be required by the procuring entity to provide, within a reasonable period of time, a written solemn declaration stating which persons are the owners of shares the aggregate nominal value of which exceeds 10 % of the share capital, indicating the source from which the information on the size of the shareholders' shareholding is based; this application shall be considered as an application pursuant to Article 46 of the Act.

Pursuant to Article 48(10) of the Act, the Contracting Authority's obligation to exclude a selected Supplier as a participant in a public procurement procedure does not apply if it is a joint-stock company whose shares with an aggregate nominal value of 100% of the share capital are owned by the State, a municipality or a region.

The selected Supplier is obliged to provide the Contracting Authority with the proper cooperation necessary for the conclusion of the contract and to submit the documents required in this Tender Documentation so that the contract is concluded within the time limit specified in the provisions of Article 124(1) of the Act, i.e. without undue delay after the expiry of the deadline pursuant to Article 246 of the Act, i.e. in particular the futile expiry of the deadline for submitting objections to the selection of the Supplier, and after the end of the control of the grant provider, or after the futile expiry of the deadline set for such control.

In this context, the Contracting Authority also points out that, after the Supplier selected has properly provided assistance and before the contract is concluded, it must submit the Tender Documents for inspection by the grant provider before the contract can be concluded.

The Contracting Authority points out that if, after the conclusion of the contract with the selected Supplier, the Contracting Authority finds that the contract should not have been concluded because the selected Supplier submitted, prior to the award of the public contract, data and/or documents which did not correspond to the facts and which had or could have had an influence on the choice of the Supplier, or that false information about the selected Supplier was included in the register of beneficial owners during the procurement procedure (this does not apply if the Supplier was not aware of the falsehood and could not have been aware of it, or if the falsehood consisted in a typing error or other insignificant circumstance), or that the selected Supplier is a person subject to the prohibition on awarding the public contract pursuant to Article 48a of the Act (International Sanctions), it may comply with the provisions of this Act. Article 223(2)(b), (3) and (4) of the Act provide for the obligation to terminate or withdraw from a public contract.

## **18 Reserved changes to the contract**

Pursuant to Article 100(1) of the Act, the Contracting Authority reserves the possibility of modifying the obligation arising from a contract concluded for a public contract as set out in the binding commercial and contractual conditions in Annex 4 to this Tender Documentation.

Furthermore, pursuant to Article 100(2) of the Act, the Contracting Authority reserves the right to change Supplier during the performance of the public contract if the following conditions are met:

- there are reasons allowing the Contracting Authority to terminate the contractual relationship with the Supplier selected for the performance of the contract;
- the selected Supplier will be replaced by the Supplier whose tender ranks next in the ranking of the tenders;
- the Supplier whose tender was placed in the next position in the ranking of tenders shall prove to the Contracting Authority that all specified conditions for participation in the tendering procedure for this public contract have been met in accordance with the law and the Tender Documentation;
- the Supplier whose tender was placed in the next position in the ranking of tenders shall provide the Contracting Authority with evidence of its qualification and the Contracting Authority shall establish the data on its beneficial owner to the extent and in the manner specified in this Tender Documentation,
- the Supplier whose tender ranks next in the ranking of tenders shall continue to perform the contract on terms consistent with its tender submitted in the procurement procedure for that contract, where:
  - the price for the performance of the public contract of such a Supplier will correspond to the price conditions according to the tender of such a Supplier submitted in this procurement procedure adjusted adequately to the situation corresponding to the time of the change of Supplier, i.e. price derived from the originally offered price conditions,
  - where the selected Supplier has already partially performed the subject-matter of the contract and the termination of the contract does not affect that part of the performance provided, a contract may be concluded with such a Supplier only for the remaining part of the performance of the subject-matter of the contract at a price corresponding to a pro rata part of the tender price of such a Supplier, provided that that part is separable and such a pro rata part of the tender price can be inferred from its tender;
  - the price for the performance of the contract of such Supplier may be adjusted in accordance with the rules referred to in this Article above,
- if the reasons for which it will not be possible to conclude a contract with a Supplier whose tender ranks next in the final ranking in the evaluation of tenders are met, the Contracting Authority may repeat the procedure set out in this paragraph above and invite and conclude a contract with another Supplier whose tender ranks next in the final ranking in the evaluation of tenders under the same conditions.

The use of the change of Supplier procedure under this Article is a right of the Contracting Authority, not an obligation of the Contracting Authority, and cannot be legally enforced.

## **19 Other conditions**

If the situation pursuant to Article 40(6) of the Act does not occur, the costs of the Suppliers associated with participation in this procurement procedure shall not be borne by the Contracting Authority. Submitted tenders will not be returned to Suppliers. The Contracting Authority declares that it considers the information provided on individual Suppliers to be confidential and will use it only for the purposes of this procurement procedure or for the

purposes imposed on it by the legislation relating to public procurement or other generally binding legal regulations and in relation to authorized control and audit authorities.

Since the Contracting Authority intends to partially finance the subject of performance of the public contract with subsidies from the European Union Structural Funds through the Integrated Regional Operational Programme (IROP), the selected Supplier with whom the contract will be concluded will be obliged to provide, at least until the end of 2035, the required information and documentation related to the performance of this contract to employees or agents of authorised bodies (CRR, MMR CR, MF CR, European Commission, European Court of Auditors, Supreme Audit Office, competent financial administration authority and other authorised state administration authorities) and is obliged to create conditions for the above-mentioned persons to carry out an inspection related to the implementation of the project and to provide them with assistance in carrying out an inspection.

## **20 Information pursuant to Article 36(4) of the Act**

The Contracting Authority, within the meaning of Article 36(4) of the Act, states that the following parts of the Tender Documentation were drawn up by persons other than the Contracting Authority (in cooperation with the Contracting Authority):

- text of the Tender Documentation: Vysočina service, contributory organization, ID: 71294376, registered office: Ke Skalce 5907/47, 586 01 Jihlava, Czech Republic

## **21 Processing of personal data**

The Contracting Authority points out that, in connection with the public contract awarded, it and the administrator of the public procurement procedure, which is the Vysočina service, a contributory organization, process certain personal data from Suppliers' tender documents – e.g. contact details of persons, dates of birth, data listed in criminal records, etc. The legal reason for the processing of personal data by the Contracting Authority is that the submission of such personal data by Suppliers to the Contracting Authority is required by law or is necessary for the selection of a qualified Supplier in accordance with generally applicable legislation (e.g. Act No. 320/2001 Coll., on financial control). The Contracting Authority processes the personal data in question for the purpose of fulfilling its obligations under the law and towards the grant provider and the proper selection of the Supplier according to this Tender Documentation. The administrator of the procurement procedure processes the personal data in question on the basis of legal negotiations between him and the Contracting Authority, for the purpose of the complete implementation of the procurement procedure of the above-mentioned public contract, according to the instructions of the Contracting Authority.

Jihlava

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**Martin Kukla**  
Governor  
*Signed electronically*