F02: Oznámení o zakázce

AIM System

ID formuláře: 573092

Evidenční číslo zakázky: 403348

Kód pro související formulář: EFDFAE2C

Evidenční číslo formuláře: 7502011003348

Typ: Řádný



Tento formulář byl vytištěn za pomoci internetové aplikace Věstník veřejných zakázek (www.vestnikverejnychzakazek.cz).

Službu zajišťuje společnost NESS Czech s.r.o.



Evropská unie

Vydání dodatku k Úřednímu věstníku Evropské unie

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Informace & on-line formuláře: http://simap.europa.eu

Oznámení o zakázce

Směrnice 2004/18/ES

Oddíl I: Veřejný zadavatel

1.1)	Název.	adresa	a k	onta	ktní	místo.	/místa

Úřední název:	Řízení letového provozu České republiky, státní podnik (ŘLP ČR			ldentifikační číslo: <i>(je-li známo)</i> 49710371	
Poštovní adresa:	esa: Navigační 787				
Obec:	Jeneč	PSČ: 252 61		Stát: CZ	
Kontaktní místo:		1000		Tel.: +420 220372094	
K rukám:	Mgr. Martin Kozl				
E-mail:	kozl@ans.cz			Fax: +420 220373002	
Internetové adresy: ()	isou-li k dispozici)				
Obecná adresa veřejr	ného zadavatele: (URL)	http://www.rlp.c	z		
Adresa profilu zadava	itele: (URL)	http://sluzby.e-za	akazky.cz/Profil	Zadavatele/DetailZadavatele.aspx?IDZ=73e0befb-9f53-4	
Elektronický přístup k	cinformacím: (URL)	http://sluzby.e-za	akazky.cz/Profil	Zadavatele/DetailZadavatele.aspx?IDZ=73e0befb-9f53-4	
Elektronické podání r	nabídek a žádostí o účast: <i>(UF</i>	L)			
(Podrobnější informa	ce uveďte v příloze A)				
Další informace lze zí	skat				
na výše uvedená k	kontaktní místa		◯ Jinde (vyp	lňte prosím přílohu A.I)	
Zadávací dokumentac	ci a další dokumenty (včetně	dokumentů k soutěži	nímu dialogu a	k dynamickému nákupnímu systému) lze získat	
na výše uvedená k	kontaktní místa		O Jinde (vyp	lňte prosím přílohu A.II)	
Nabídky nebo žádosti o účast musí být zaslány					
na výše uvedená kontaktní místa Dinam (vyplňte prosím přílohu A			olňte prosím přílohu A.III)		
I.2) Druh veřejného	zadavatele				
-	o jiný celostátní či federální c	rgán včetně jejich	Veřejnopi	ávní instituce	
organizačních slo				instituce/agentura nebo mezinárodní organizace	
_			☐ Jiný: (prosím upřesněte)		
Regionální či místní orgán					
Regionální či místní úřad/agentura					
I.3) Hlavní předmět	činnosti				
Služby pro široko	u veřejnost		1	občanská vybavenost	
Obrana			Sociální sl	•	
Veřejný pořádek			<u> </u>	kultura a náboženství	
Životní prostředí			Školství	(m	
Hospodářské a fii	nanchi zalezitosti		✓ Jiný: (pros	<i>ím upřesněte)</i> Řízení letového provozu	
Zdravotnictví					
I.4) Zadání zakázky	jménem jiných veřejných	zadavatelů			
Veřejný zadavatel zadává zakázku jménem jiných veřejných zadavatelů: (ano (ne (pokud ano, další informace o těchto veřejných zadavatelích je možno uvést v příloze A)					

Oddíl II: Předmět zakázky

II.1) Popis

II.1.1) Název přidělený zakázce veřejným zadavatelem:					
AIM System					
II.1.2) Druh zakázky a místo provedení stavebr (Vyberte pouze jednu kategorii - stavební práce	n <mark>ích prací, místo dodávky</mark> . dodávky nebo služby - kt	y nebo plr terá nejlé _l	ění pe odpovídá konkrétnímu předmětu zakázky nebo nákupu(ů))		
C Stavební práce	Dodávky		C Služby		
Provádění	⑥ Koupě		Kategorie služeb č.: [] []		
Projekt a provádění	C Nájem				
Provádění stavebních prací jakýmikoliv	C Koupě najaté věci	'	Pro kategorie služeb viz příloha C1		
prostředky v souladu s požadavky stanovenými veřejným zadavatelem	C Koupě na splátky				
Hlavní místo provádění stavebních prací, místo	C Kombinace uvede	eneno			
IATCC Praha – ŘLP ČR, s. p., Navigační 787, 252					
Kód NUTS [C][Z][0][2][0] Kód NUTS [][][][][]		Kód NUTS Kód NUTS	[][][][][][][][][][][][][][
II.1.3) Informace o veřejné zakázce, rámcové s	mlouvě nebo dynamické	m nákupr	iím systému (DNS)		
☑Oznámení se týká veřejné zakázky					
Oznámení se týká uzavření rámcové smlouv	-				
L_lOznámení se týká zavedení dynamického ná	kupního systému (DNS)				
II.1.4) Informace o rámcové smlouvě (je-li to r	elevantní)				
Rámcová smlouva s několika účastníky Počet [] [] []	(C Rámco	vá smlouva s jediným účastníkem		
nebo (je-li to relevantní) maximální předpokládaný počet [][][] účastníků rámcové smlouvy					
Doba platnosti rámcové smlouvy					
v letech: [] [] nebo v měsících: [] [] []					
Důvod, proč doba platnosti rámcové smlouvy p	řekračuje čtyři roky:				
Celková předpokládaná hodnota zakázek po ce	elou dobu platnosti rámo	cové smlo	ινγ (je-li to relevantní, pouze číselné údaje)		
Uveďte odhadovanou hodnotu bez DPH:] Měna: [] [ווו			
nebo					
rozsah: mezi [] a []] Měna:[][][]				
Četnost a hodnota zakázek, které mají být zadá	ny: (je-li známo)				
55, 155					
II.1.5) Stručný popis zakázky nebo nákupu(ů):					
Předmětem plnění veřejné zakázky je pořízení databázového a publikačního systému pro Leteckou informační službu (LIS) zadavatele, který se stane základním softwarovým nástrojem pro činnosti spojené se shromažďováním, zpracováním a distribucí dat a informací leteckého prostředí.					
Základní funkcí databázového a publikačního systému Letecké informační služby je: 1. správa statických dat a informací leteckého prostředí (shromažďování, zpracování, distribuce), včetně elektronických dat o terénu a					
překážkách (eTOD podle leteckého předpisu L15); 2. tvorba a distribuce statické části Integrovaného souboru leteckých informací: - Letecká informační příručka (AIP)					
- změnová služba k AIP (AIP AMDT, AIRAC AIP AMDT)					
- Doplňky k Letecké informační příručce (AIP SUP, AIRAC AIP SUP)					
- Letecké oběžníky (AIC) - Elektronický AIP (Eurocontrol eAIP Specification	- Letecké obezniky (AIC) - Elektronický AIP (Eurocontrol eAIP Specification)				

II.1.6) Společný slovník p	ro veřejné zakázky (CPV)				
	Hlavní slovník	Doplňkový slovník (je-li to relevantní)			
Hlavní předmět	[4][8].[1][3].[1][0].[0][0]-[5]	[]-[][][][][]			
Další předměty	[4][8].[6][1].[0][0].[0][0]-[7]				
	[4][8].[3][1].[0][0].[0][0]-[4]				
	[4][8].[3][2].[6][0].[0][0]-[9]				
	[7][2].[2][6].[7][1].[0][0]-[0]				
	dě o veřejných zakázkách (GPA) ohoda o veřejných zakázkách (GPA): 💽 ano 🦳 ne				
•	údaje o částech zakázky použijte přílohu B tolikrát, ko	lik je částí zakázky)			
ozdělení zakázky na část					
pokud ano) nabídky moh pouze jednu část 🛮 🔘	ou být předkládány pro několik částí 🦳 všechny části				
I.1.9) Informace o varian Budou přijímány varianty					
.2) Množství nebo rozs	sah zakázky				
I.2.1) Celkové množství r	nebo rozsah: (včetně všech částí zakázky, obnovení z	akázek a opcí, je-li to relevantní)			
(je-li to relevantní, pouze o Uveďte odhadovanou hod nebo]			
ozsah: mezi [] a [] Měna: [] [] []				
1.2.2) Informace o opcích	(je-li to relevantní)				
Opce () ano (6 ne <i>pokud ano)</i> uveďte popis	těchto opcí:				
(je-li známo) uveďte předběžný harmonogram, kdy mohou být tyto opce uplatněny: v měsících: [] [] nebo dnech: [] [] [] (ode dne zadání zakázky)					
II.2.3) Informace o obnovení zakázek (je-li to relevantní) Tuto zakázku lze obnovit ☐ ano ☐ ne Počet možných obnovení: (je-li znám) [] [] [] nebo rozsah: mezi [] [] [] a [] [] []					
<i>(je-li známo</i>) uveďte vpřípadě obnovitelných zakázek na dodávky či služby předpokládaný harmonogram pro následné zakázky: v měsících: [] [] <i>nebo</i> dnech: [] [] [] (ode dne zadání zakázky)					
.3) Doba trvání zakázky	y nebo lhůta pro dokončení				
][] nebo dnech: [][][][] (ode dne zadání	zakázky)			
nebo Zahájení [][]/[][][][][] (dd/mm/rrrr)					
][]/[][][][] (dd/mm/rrrr)				

Oddíl III: Právní, ekonomické, finanční a technické informace

III.1) Podmínky vztahující se k zakázce

III.1) Podminky vztanujíci se k zakazce					
III.1.1) Požadované zálohy a záruky: (je-li to relevantní)					
III.1.2) Hlavní podmínky financování a platební podmínky, případně odkaz na příslušná ustanovení, která tyto podmínky upravují:					
de zakázka zadána: (je-li to relevantní)					
•					
ků týkajících se registrace v profesních nebo jiných rejstřících					
Informace a doklady nezbytné k posouzení, zda byly požadavky splněny: Uchazeč prokáže splnění základních kvalifikačních předpokladů písm. a) a b) předložením výpisu z evidence Rejstříku trestů příslušných osob, písm. f) potvrzením příslušného finančního úřadu a ve vztahu ke spotřební dani předložením čestného prohlášení, písm. h) potvrzením příslušného orgánu či instituce, písm. c) až e) a g), i) až k) předložením čestného prohlášení podepsaného osobou oprávněnou jednat za uchazeče. Uchazeč prokáže splnění profesních kvalifikačních předpokladů předložením: a) výpisu z obchodního rejstříku, pokud je v něm zapsán, či výpisu z jiné obdobné evidence, pokud je v ní zapsán; b) dokladu o oprávnění k podnikání podle zvláštních právních předpisů v rozsahu odpovídajícím předmětu veřejné zakázky.					
Minimální úroveň případně požadovaných standardů: (je-li to relevantní) Uchazeč prokáže svou ekonomickou a finanční způsobilost splnit veřejnou zakázku předložením čestného prohlášení podepsaného osobou oprávněnou jednat za uchazeče.					

III.2.3) Technická způsobilost				
III.2.3) Technická způsobilost Informace a doklady nezbytné k posouzení, zda byly požadavky splněny:	Minimální úroveň případně požadovaných standardů: (je-li to relevantní)			
III.2.4) Informace o vyhrazených zakázkách (je-li to relevantní) Tato zakázka je vyhrazena chráněným dílnám Plnění této zakázky je vyhrazeno v rámci programů chráněných za	městnání			
III.3) Podmínky vztahující se na zakázky na služby				
III.3.1) Informace o vyhrazení určité profesi Poskytování dané služby je vyhrazeno určité profesi ano ne (pokud ano) uveďte odkaz na příslušné právní nebo jiné předpisy:				
III.3.2) Zaměstnanci odpovědní za provedení služby Právnické osoby by měly uvést jména a profesní kvalifikace zaměstna	nců odpovědných za provedení dané služby 🕜 ano 📵 ne			

Oddíl IV: Řízení

IV.1) Druh řízení

IV.1.1) Druh řízení						
. Otevřené						
○ Omezené						
Odůvodnění volby urychleného řízení: Urychlené omezené						
○ Vyjednávací	Někteří zájemci již byli vybráni (je-li to vhodné v rámci některých druhů vyjednávacího řízení) Vyjednávací [] ano [] ne (pokud ano, uveďte jména a adresy již vybraných zájemců v oddílu VI.3 Další informace)					
C Urychlené vyjednávací	Odůvodnění volby urychleného řízení: Urychlené vyjednávací					
○ Soutěžní dialog						
IV.1.2) Omezení počtu zájemců, kteří budou	vyzv	váni k podání nabíde	ek nebo k účasti (omezené a vyjednávací řízení, soutěžní dialog)			
Předpokládaný počet zájemců [][][] nebo Předpokládaný minimální počet [][][]	а <i>(је</i>	e-li to relevantní) ma	aximální předpokládaný počet [] [] []			
Objektivní kritéria pro výběr omezeného poč	tu zá	ájemců:				
IV.1.3) Snížení počtu zájemců během vyjednávání nebo dialogu (vyjednávací řízení, soutěžní dialog) Použití vícekolového řízení, během něhož dochází k postupnému snížení počtu hodnocených variant nebo nabídek ano ne IV.2) Kritéria pro zadání zakázky IV.2.1) Kritéria pro zadání zakázky (označte prosím příslušnou možnost) Nejnižší nabídková cena nebo hospodářsky nejvýhodnější nabídka z hlediska kritérií uvedených níže (kritéria pro zadání zakázky by měla být uvedena spolu se svou váhou nebo v sestupném pořadí podle						
důležitosti, pokud z prokazatelných důvodů není možné uvést váhu) kritérií uvedených v zadávací dokumentaci, ve výzvě k podání nabídky nebo k vyjednávání nebo v dokumentaci soutěžního dialogu						
Kritéria		Váha	Kritéria Váha			
 [Nabídková cena [Technická a funkční výhodnost [4. []]]	[80] [20] []	6. [] [] 7. [] [] 8. [] [] 9. [] []			
5. []	[]	10.[]			
IV.2.2) Informace o elektronické dražbě Bude použita elektronická dražba (ano e ne (pokud ano, ve vhodných případech) uveďte další informace o elektronické dražbě:						

IV.3) Administrativní informace

IV.3.1) Spisové číslo přidělené veřejným zadavatelem: (je-li to relevantní) DPLR/RVZ/12313/14				
IV.3.2 Předchozí zveřejnění týkající se stejné zakázky				
Jiná předchozí zveřejnění (je-li to relevantní) Číslo oznámení v Úř. věst: [][][][]/S [][][][][][][][][][] ze dne [][]/[][][][][][][](dd/mm/rı Číslo oznámení v Úř. věst: [][][][]/S [][][][][][][][][][][]] ze dne [][]/[][][][][][][][][][][][][][
IV.3.3) Podmínky pro získání zadávací dokumentace a dalších dokumentů nebo dokumentace soutěžního dialogu (v případě soutěžního dialogu) Lhůta pro doručení žádostí o dokumentaci nebo pro přístup k dokumentům Datum: [2][5]/[0][5]/[2][0][1][5] (dd/mm/rrrr) Čas: [0][9]:[5][9] Dokumentace za úplatu C ano ne (pokud ano, pouze číselné údaje) uveďte cenu: [] Měna: [][][] Podmínky a způsob platby:				
IV.3.4) Lhůta pro doručení nabídek nebo žádostí o účast Datum: [2][5]/[0][5]/[2][0][1][5] (dd/mm/rrrr) Čas: [1][0]:[0][0]				
IV.3.5) Datum odeslání výzev k podání nabídek nebo k účasti vybraným zájemcům (je-li známo, v případě omezeného a vyjednávacího řízení a soutěžního dialogu) Datum: [][] / [][][] [] (dd/mm/rrrr)				
IV.3.6) Jazyk nebo jazyky, ve kterých mohou být návrhy nebo žádosti o účast vypracovány				
O Jakýkoli úřední jazyk EU O Úřední jazyk (jazyky) EU: □ LT □ HU□ MT□ NL□ PL□ PT□ SK□ SL□ FI□ SV Jiný:				
IV.3.7) Minimální doba, po kterou je uchazeč svou nabídkou vázán				
do:[][]/[][][][][] (dd/mm/rrrr) nebo				
Doba trvání v měsících: [6][][] nebo dnech: [][][] (od uplynutí lhůty pro podání nabídek)				
IV.3.8) Podmínky pro otevírání nabídek Datum: [2][5]/[0][5]/[2][0][1][5] (dd/mm/rrrr) (je-li to relevantní) Místo: Objekt IATCC Praha – ŘLP ČR, s. p., Navigační 787, 252 62 Jeneč Osoby, které jsou oprávněny být přítomny při otevírání nabídek (je-li to relevantní) (pokud ano) Další informace o oprávněných osobách a otevírání nabídek: Otevírání obálek se může z kapacitních důvodů účastnit max. 1 zástupce každého uchazeče.				

Oddíl VI: Doplňující informace

VI.1) Informace o opakování zakázek (je-li to relevantní)

Jde o opakovanou zakázku 🦰 ano 🌀 ne
(pokud ano) uveďte předpokládané datum zveřejnění dalších oznámení:

VI.2) Informace o financování z prostředků Evropské unie

Zakázka se vztahuje k projektu a/nebo programu financovanému z prostředků Evropské unie 🔘 ano 💿 ne
(pokud ano) uveďte odkaz na tyto projekty a/nebo programy:

VI.3) Další informace: (je-li to relevantní)

, , , , , , , , , , , , , , , , , , , ,
Zadávací dokumentace je k dispozici na profilu zadavatele:
http://sluzby.e-zakazky.cz/ProfilZadavatele/DetailZadavatele.aspx?IDZ=73e0befb-9f53-448c-b748-1f034c285e4c

VI.4) Odvolací řízení

VI.4) Odvolací řízení					
VI.4.1) Subjekt odpovědný za odvolací řízení					
Úřední název: Úřad pro ochranu hospodářské soutěže					
Poštovní adresa: tř. Kpt Jaroše 7					
Obec: Brno	PSČ: 604 55	Stát: CZ			
E-mail: posta@compet.cz		Tel.: +420 542167233			
Internetová adresa: (URL) http://www.compet.cz		Fax: +420 542167112			
Subjekt odpovědný za mediační řízení (je-li to re	levantní)				
Úřední název:					
Poštovní adresa:					
Obec:	PSČ:	Stát:			
E-mail:	Tel.:				
Internetová adresa: (URL)	Fax:				
VI.4.2) Podání odvolání (vyplňte prosím bod VI.4.2 nebo podle potřeby bod VI.4.3) Přesné informace o lhůtách pro podání odvolání:					
Podmínkou pro podání návrhu k ÚOHS je podání námitek k zadavateli, které je nutné doručit do 15 dnů ode dne, kdy se dodavatel dozvěděl o úkonu zadavatele, který napadá. Zadavatel je povinen vyřídit námitky do 10 dnů. Návrh je nutné doručit ÚOHS i zadavateli do 10 dnů od doručení rozbodnutí zadavatele o námitkách nebo do 25 dnů ode dne odeslání námitek, nokud zadavatel o námitkách nerozbodl.					
VI.4.3) Subjekt, u kterého lze získat informace o podání odvolání					
Úřední název:					
Poštovní adresa:					
Obec:	PSČ:	Stát:			
E-mail:	Tel.:				
Internetová adresa: (URL)	Fax:				

VI.5) Datum odeslání tohoto oznámení: [2][5]/[0][3]/[2][0][1][5] (dd/mm/rrrr)

Číslo objednávky (Vaše č. jednací): OVZ/3225/2015

Objednávka k uveřejnění informací ve VVZ*

Typ formuláře:

řádný

O opravný

l) Věc: Objednáváme uveřejnění přiložených informací v	e VVZ				
Evidenční číslo VZ: 403348					
Kód pro související formulář: EFDFAE2C	Datum objednávky:	2 5 /	0 3	/ [2] [0]	1 5
Název veřejné zakázky / koncese / soutěže o návrh: AIM System					
II) Informace pro statistické účely					
IČO zadavatele: 49710371	IČO dodavatele:				
☐ IČO není přiděleno		☐ IČO není	přiděle	no	
Den nar. zadavatele:	Den nar. dodavatele:				
Kód obce zadavatele (ZÚJ): 500178	Kód právní formy doda	vatele:			
Kód právní formy zadavatele: 301					
Limit veřejné zakázky / koncese: nadlimitní	O podlimitní				
Převažující zdroj financování					
Vlastní zdroje zadavatele Soukromé zdroje (např. formou PPP projektu)					
C Zdroje z veřejných rozpočtů a státních fondů ČR Siný zdroj financování					
○ Zdroje z fondů EU					
Požadujete odeslat formulář do Úředního věstníku EU:		•	ano	0	ne
Jedná se o povinné uveřejnění v Úředním věstníku EU:		•	ano	O	ne
Jedná se o významnou veřejnou zakázku dle § 16a zákona	č. 137/2006 Sb.:	0	ano	•	ne
Jedná se o zjednodušené podlimitní řízení dle § 38 zákona	a č. 137/2006 Sb.:	С	ano	•	ne
Jedná se o uveřejnění týkající se profilu zadavatele:		C	ano	•	ne
Jedná se o veřejnou zakázku zadanou na základě rámcové	smlouvy:	C	ano	•	ne
Požadujete uveřejnit formulář ve VVZ:		•	ano	0	ne
Jedná se o povinné uveřejnění ve VVZ:		•	ano	O	ne
Zakázka v souladu s usnesením vlády o uplatňování enviro	onmentálních požadavků:	· O	ano	•	ne
III) Objednávající					
Obch. firma / název: Řízení letového provozu České republiky	, státní podnik (ŘLP ČR, s.p.)				
	710371 není plátce DPH	Stát:		CZ	
Ulice: Navigační		Číslo popis	né:	787	
Obec: Jeneč		Číslo orien	tační:		
Část obce:		PSČ:		252 61	



Kontaktní osoba					
Příjmení: Kozl	Jméno:	Martin			
Telefon: +420 220372094	E-mail:	kozl@ans.d	CZ		
IV) Fakturu vystavit na					
Způsob fakturace: O Přeji si zaslat elektronickou fak	turu (PDF forn	mát) jedno	otlivě po každém ι	veřejnění	
Přeji si zaslat fakturu v listinné	podobě souhr	rnně za zú	čtovací období		
Obch. firma / název: Řízení letového provozu České republiky, st	átní podnik (ŘLI	P ČR, s.p.)			
IČO: 49710371 DIČ: CZ497103 IČO není přiděleno není	371 plátce DPH		Stát:	CZ	
Ulice: Navigační		(Číslo popisné:	787	
Obec: Jeneč		Ó	Číslo orientační:		
Část obce:		ı	PSČ:	252 61	
Bankovní spojení					
Číslo účtu: 88153	Kód banky:	0300			
IBAN: CZ06030000000000088153	SWIFT:	CEKC	OCZPP		
V) Fakturu zaslat na adresu					
Obch. firma / název: Řízení letového provozu České republiky, st	átní podnik (ŘLF	P ČR, s.p.)			
Ulice: Navigační		Ò	Číslo popisné:	787	
Obec: Jeneč		Ò	Číslo orientační:		
Část obce:		F	PSČ:	252 61	
		9	Stát:	CZ	
VI) Potvrzení objednávky zaslat na adresu					
Příjmení: Kozl	Jméno:	Martin			
Obch. firma / název: Řízení letového provozu České republiky, stá	tní podnik (ŘLP	ČR, s.p.)			
Ulice: Navigační		Ò	Číslo popisné:	787	
Obec: Jeneč		Ò	Číslo orientační:		
Část obce:		F	PSČ:	252 61	
E-mail: kozl@ans.cz		9	Stát:	CZ	
Djjednávka není součástí formuláře dle zákona č. 137/2006 Sb.					
				paítha a nadnis	

Razítko a podpis (pouze při listinném odesílání)







ORDER DOCUMENTATION

According to the provisions of Section 44 of the Public Procurement Act 137/2006 Coll., as amended (Hereinafter as "Act")

OPEN PROCEDURE

Title of the public tender:

AIM System

Customer for the public tender:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR)
Navigační 787
252 61 Jeneč
Identification number: 49710371

Tax identification number: CZ49710371

0 9,-03- 2015

Jeneč,

Mr. Jan Klas Director General

AIM System

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1. Information about the Customer

1.1 Basic information

Name : Air Navigation Services of the Czech Republic, state enterprise (ANS CR)

Registered address : Navigační 787, 252 61 Jeneč

Identification number : 49710371

Tax identification number : CZ49710371

Entered in the commercial register maintained by Prague City Court in section A, entry no. 10771.

Customer's Profile:

http://sluzby.e-zakazky.cz/Profil-Zadavatele/73e0befb-9f53-448c-b748-1f034c285e4c

1.2 Customer's statutory body

The Customer's statutory body is the Director General, Mr. Jan Klas.

Persons authorised to carry out legal acts: Mr. Petr Fajtl, Director of Planning and Development Division.

Person authorised to sign contracts is the Director General, Mr. Jan Klas.

1.3 Contact persons

The contact person in matters regarding this public tender:

Mr. Martin Kozl, Tel.: +420 2 2037 2094, e-mail: kozl@ans.cz

All the correspondence shall be delivered by the "Tenderer" (in respect to the Contract for Work also as a "Supplier", in respect to the Service Contract also as a "Provider") either in person to the Customer's post room at IATCC Praha, Navigační 787, Jeneč – room number 1.201 (on work days during office hours 8:00 – 14:00) or by post to the following address: Air Navigation Services of the Czech Republic, state enterprise (ANS CR)., Navigační 787, Jeneč, 252 61, to the attention of Mr. Martin Kozl.

2. Subject of performance of the public tender

2.1 Description of the subject of performance of the public tender

The subject of performance of the public tender is:

2.1.1 Delivery of the AIM System software and documentation, project management, training, on-site implementation and switch-over assistance. The AIM System is database and publication system for the Aeronautical Information Service of the Czech Republic (AIS CR). It is the main software tool of the AIS CR for activities related to the collection, processing and distribution of static data & information of the aviation environment. The main function of the AIM System is to manage the static data and the Integrated Aeronautical Information Package (IAIP), generate them, store them in the repository and publish and disseminate output data, documents and charts.

The AIS CR is an organizational unit of the Air Navigation Services of the Czech Republic, ensuring the flow of information necessary for the safety, regularity and efficiency of international and domestic air traffic within the area of its responsibility. The AIS CR is responsible for the collection and dissemination of information for the entire territory of the Czech Republic and the relevant airspace. The aeronautical information is provided in the form of the IAIP in accordance with ICAO ANNEX 15, ICAO Annex 4 and ICAO Doc8126 documents on international level, and L15 and L4 Regulations, Act No 49/1997 Coll. Civil Aviation and Regulation No 108/1997 Coll. on state level.

The subject of public tender is also performing training of the Purchaser's technical and operational personnel, performing the Critical Design Review (CDR), the Factory Acceptance Test (FAT) and the test Site Acceptance Test (SAT) with presence of specialist of suppliers. Detailed description of the specification forms Annex 1 "AIM System - Technical Specification" of the Appendix 1 of this Order documentation "Contract No. 458/2014/IS/120" (hereinafter "Contract").

Warranty period for Supply in the duration of 1 year starting with the date of signature of Final Site Acceptance Certificate according to the Article 15.2 of the Contract No. 458/2014/IS/120 and according to the Article 21.2 of the Service Contract No. 459/2014/PS/030 (hereinafter referred to as "Service Contract").

2.1.2 Service support for 6 years starting according to the Article 21.2 of the Service Contract No. 459/2014/PS/030 which forms Appendix 2 of this Order documentation.

2.2 Classification of the subject of the public tender

The classification of the subject of the public tender is following:

Codes and names of the subject of the public tender according to CPV classification:

- 48131000-5, Aviation ground support software package
- 48610000-7, Database systems
- 48310000-4, Document creation software package
- 48326000-9, Mapping software package
- 72267100-0, Maintenance of information technology software

2.3 Order documentation

The information and details contained in the individual parts of this Order documentation, and in the annexes of this Order documentation, define the Customer's binding requirements for the compilation of an offer and for the performance of the public tender. The Tenderer is obliged to respect the said requirements in full, and with no exceptions in drafting its Tender and accept and acknowledge the requirements in its offer. Failure to accept the requirements stated herein, and the annexes hereto shall be considered failure to meet the conditions and shall result in elimination of the Tenderer from further participation in the award procedure.

Order documentation including its appendices is available on the Profile of the Customer:

2.4 Mutual Communication during the award procedure

For the purposes of mutual communication during the award procedure, the Customer sets the address, which is listed in Article 1.3 of Order documentation.

A written request to complete additional information concerning tender specifications will be delivered to the Customer 6 working days prior to tender submission at the latest. The Customer submits additional information no later than 4 working days after the receipt. The Customer always discloses additional information, including the exact wording of the request, to the profile. We ask Tenderers to take into account and work all changes and additional information into related documentation prior to submitting offers. Otherwise, the Tenderer's doing will be considered as non-acceptance of specification resulting in exclusion of a Tenderer from further participation in the award procedure.

2.5 Definitions

Types of Requirements

Mandatory requirement: a requirement of the Specification expressed by the word "Mandatory" in the Appendix 2 of the Contract "AIM System Technical Specification Requirements Compliance Matrix", having in its description one of the keywords "shall". A requirement of this mandatoriness category is an absolute requirement and must be fulfilled. An Offer which does not provide all requirements of this mandatoriness category will be excluded from the award procedure.

Optional requirement: a requirement of the Specification expressed by the word "Optional" in the Appendix 2 of the Contract "AIM System Technical Specification Requirements Compliance Matrix", having in its description one of the keywords "should". A requirement of this category is not an absolute requirement, as there may exist valid reasons in particular circumstances to ignore it. If these rated requirements are fulfilled and way how tenderer fulfilled these requirements is clearly described in offer, then tenderer will get the appropriate number of points in the evaluation of tenders according to Article 10 of Order documentation.

3. Term, place and estimated value of performance of the public tender

3.1 Term of performance of the public tender

The latest (farthest) term for performance of the public tender, whereas "T₀" is the date of signature of the Contract and Service Contract by both parties and "T_{FSAC}" is the date of delivery of all items of the Subject of the Contract and signature of Final Site Acceptance Certificate, both mentioned in the Contract Article 10 "Delivery Conditions":

T₀ - Contract and Service Contract signature

• T_{FSAC} - delivery of the Subject and signature of Final Site Acceptance Certificate

• T_{End_of_Warranty service} - 1 year after T_{FSAC}

T_{End_of_Service Support} - 6 years after T_{FSAC}

3.2 Place of performance of the public tender

The place of performance of this public tender is:

 The Air Navigation Services of the Czech Republic, state enterprise (ANS CR) main site in Jeneč at the address: Navigační 787, 252 61 Jeneč, Czech Republic

4. Tenderers' qualifications

The Tenderer shall meet the qualification requirements according to Section 50 of the Act.

4.1 Limitation of the minimum level, extent and form of the proof of the qualification

4.1.1 Basic qualification requirements according to Section 53 of the Act

A Tenderer shall meet the basic qualification requirements:

- a) that has not been convicted of a crime committed as part of an organized crime group, a crime of participating in a organized crime group, legalising revenue from a criminal act, accessory-ship, taking bribes, bribery, indirect corruption, fraud, loan fraud, including the cases where there is preparation or an attempt or participation in such a crime, or the conviction for such a crime has been obliterated; if it is a legal entity this requirement shall be met by both the legal entity and its statutory body or each member of the statutory body, and if the participant's statutory body or a member of the Tenderer 's statutory body is a legal entity, this requirement shall be met by both the legal entity and its statutory body or each member of the statutory body; if an offer or an application to take part is submitted by a foreign legal entity through its association, the requirement according to this letter shall be met, in addition to the aforementioned parties, also by the head of this association; the Tenderer shall meet this basic qualification requirement both in relation to the Czech Republic and the country where it has its registered address, place of business or address,
- b) that has not been convicted of a crime, the facts of which relate to the subject of the Tenderer 's business according to separate legal regulations, or the conviction for such a crime has been obliterated; if it is a legal entity this requirement shall be met by both the legal entity and its statutory body or each member of the statutory body, and if the Tenderer 's statutory body or a member of the Tenderer 's statutory body is a legal entity, this requirement shall be met by both the legal entity and its statutory body or each member of the statutory body; if an offer or an application to take part is submitted by a foreign legal entity through its association, the requirement according to this letter shall be met, in addition to the aforementioned parties, also by the head of this association; the Tenderer shall meet this basic qualification requirement both in relation to the Czech Republic and the country where it has its registered address, place of business or address,
- c) that has not fulfilled the factual basis of unfair competition in the form of corruption according to a separate legal regulation in the preceding 3 years,
- d) is not or has not been subject to insolvency proceedings involving its assets, in which the declaration of bankruptcy has been issued or insolvency petition has not been rejected due to lack of assets on the part of the Tenderer to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been set aside because of the Tenderer 's insufficient property or in respect of which the receivership has been imposed on under separate legal regulation in the preceding 3 years,
- e) that is not in liquidation,
- f) that does not have any tax arrears in its records, both in the Czech Republic and in the country where it has its registered address, place of business or address,
- g) that does not have any back payments in insurance premiums or penalties for state health insurance, both in the Czech Republic and in the country where it has its registered address, place of business or address,
- h) that does not have any back payments in insurance premiums or penalties for social security or state employment policy contributions, both in the Czech Republic and in the country where it has its registered address, place of business or address,
- i) that in the last three years has not been disciplinarily punished or had disciplinary measures imposed upon it according to separate legal regulations, if according to Section 54 (d) proof of specialist abilities is required according to separate legal regulations; if the Tenderer carries out this activity through an authorised representative or other person responsible for the Tenderer's activity, this requirement shall apply to these persons,
- j) is not enrolled on the black list of (Tenderers) persons banned to participate in the performance of public tenders,
- k) has not been in the last three years, legally fined for allowing illegal work performance under a special legal regulation.

Proof of the basic qualification requirements:

The Tenderer shall prove the fulfilment of basic qualifications prerequisites pursuant to § 53(1) by furnishing:

- a copy of an extract from the Penal Register for legal person and as well as for each member of the statutory body of legal person. [§ 53(1)(a) and § 53(1)(b)], issued in the Czech republic and in the country of registered office, place of business or residence of the Customer.
- a statement of relevant Tax Authority, and a solemn declaration as regards the excise tax [§ 53(1)(f)], issued in the Czech republic and in the country of registered office, place of business or residence of the Customer.
- a statement of relevant authority or institution for social security insurance and contribution to the state employment policy [§ 53(1)(h)], issued in the Czech republic and in the country of registered office, place of business or residence of the Customer.
- a solemn declaration [§ 53(1)(c) through § 53(1)(e) and § 53(1)(g), §53(1)(i), § 53(1)(j) and § 53(1)(k)].

4.1.2 Professional qualification requirements according to Section 54, a), b) of the Act

The professional qualification requirements shall be met by a Tenderer that submits:

- a) an extract from the Commercial Register if it is entered in it, or an extract from other similar records, if it is entered in them,
- b) a business authorisation document according to separate legal regulations to the extent corresponding to the subject of the public tender. The particular documents of business authorisation shall demonstrably cover all the activities, relating to this public tender.

Proof of the professional qualification requirements:

The Tenderer shall prove that it meets the professional qualification requirements by submitting a copy, as follows:

- under a) with a copy of an extract from the Commercial Register or an extract from other similar records which may not be more than 90 calendar days old on the last day on which proof of qualifications is to be met,
- under b) by submitting a copy of business authorisation document according to separate legal regulations to the extent corresponding to the subject of the public tender, in particular a document proving the relevant trade authorisation or licence.

4.1.3 Economic and Financial qualification requirements according to Section 50 paragraph 1 (c) of the Act

The economic and financial qualification requirements shall be met by a Tenderer that submits the solemn declaration on its economic and financial capacity to perform a public tender signed by a person authorized to act on behalf of the Tenderer.

Proof of the economic and financial qualification requirements:

The Tenderer shall prove that it meets the economic and financial qualification requirements by submitting a solemn declaration on its economic and financial capacity to perform a public tender signed by a person authorized to act on behalf of the Tenderer.

4.1.4 Manner of fulfilling of the qualification according to Section 51 of the Act

The Tenderer shall produce a copy of evidence demonstrating the fulfilment of the qualifications.

Documents proving the basic qualification requirements and extract from the Commercial Register or an extract from other similar records may not be more than 90 calendar days old on the last day on which proof of qualifications is to be met.

If the subject-matter of the public tender is to be performed jointly by several Tenderers and they submit or intend to submit a joint offer to that effect, each Tenderer shall be obligated to demonstrate the fulfilment of the basic qualifications prerequisites pursuant to Section 50(1)(a), and the professional qualifications prerequisite pursuant to Section 54(a) to the full extent. The fulfilment of qualifications pursuant to Section 50(1)(b) and Section 50(1)(d), shall be demonstrated jointly by all Tenderers. In the case of the demonstration of the fulfilment of lacking qualifications by means of a sub Tenderer, Section 51(4) shall be applied by analogy.

If the subject-matter of the public tender is to be performed pursuant to Section 51(5) jointly by several Tenderers, they shall be obligated to submit to the Customer, together with evidence demonstrating the fulfilment of qualifications prerequisites, an agreement containing a commitment that all of those Tenderers will be held liable jointly and severally to the Customer and to third parties in respect of any legal relationships established in the context of the public tender, for the entire term of performance of the public tender as well as throughout the duration of other liabilities arising from the public tender.

Where the Tenderer is unable to demonstrate the fulfilment of certain part of qualifications required by the Customer pursuant to Section 50(1)(b) and Section 50(1)(d) to the full extent, it is entitled to demonstrate the fulfilment of lacking qualifications by means of a sub-contractor. In such a case the Tenderer shall be obligated to submit to the Customer:

a) evidence demonstrating the fulfilment of the basic qualifications prerequisite pursuant to Section 53(1)(j) and professional qualifications prerequisite pursuant to Section 54(a) by a sub-contractor and

b) a contract concluded with a sub-contractor, which implies the obligation of the sub-Tenderer to render the performance intended for the performance of the public tender by the Tenderer, or to render things or rights that the Tenderer is entitled to have at its disposal in the framework of the performance of the public tender, namely to the extent which is not less than that of fulfilment of qualifications demonstrated by the sub-contractor pursuant to Section 50(1)(b) and Section 50(1)(d). The Tenderer is not entitled to demonstrate the fulfilment of qualifications pursuant to Section 54(a) by means of a sub-contractor.

Unless stipulated otherwise by separate legal regulation, a foreign Tenderer shall demonstrate the fulfilment of qualifications in a manner under the legal order in force in the country of registered office, place of business or place of residence thereof, invariably to the extent required by this Act and by the Customer. Qualification according to Section 50(1)(a) has to be proved by foreign Tenderer also in relation to the Czech Republic. Where particular evidence is not issued under the legal order in force in the country of registered office, place of business or place of residence of a foreign Tenderer, the foreign Tenderer shall be obligated to demonstrate the fulfilment of such part of qualifications by solemn declaration. Where the obligation, the meeting of which is to be demonstrated in the framework of qualifications, is not established in the country of registered office, place of business or place of residence of a foreign Tenderer, it shall take solemn declaration to this effect.

Evidence demonstrating the fulfilment of qualifications shall be submitted by a foreign Tenderer in the original language with an officially authenticated translation into the Czech or English language attached. All evidence submitted by a foreign Tenderer shall contain indication, which certain part of required qualifications is demonstrated by this relevant evidence. Solemn declarations, which are submitted by the foreign Tenderer for demonstrating the fulfilment of required qualifications, shall be submitted in Czech or English language. If the documents proving the qualification criteria are issued abroad in an original language then they have to be submitted with an officially authenticated (notarized) translation attached (except they are originally issued in Czech or English language).

Consequence of failure to fulfil the qualification

If the Tenderer does not fully meet the qualifications, it shall be excluded from participation in the open procedure in accordance with Section 60(1). The Customer will notify such a Tenderer without delay and in writing of its decision to exclude the Tenderer from the participation in the award procedure, statement of reasons included.

5. Method for offer price elaboration and breakdown

- 5.1 Offer price shall be stated in the Offer as the highest permissible (maximum) amounts for the performance of the public tender, excluding VAT, including all other taxes, duties, charges and all other expenses relating to the performance of the public tender.
- 5.2 Offer price shall be stated in EUR.

The construction of the offer price shall be transparent and filled into Appendix 3 of the Order documentation "Breakdown of the total price", into Annex 4 "Price calculation of the Contract for Work" and into Article 8.1 of the Contract No. 458/2014/IS/120 and into Annex 2 "Price calculation of the Service Contract" and into Article 10.1 of Service Contract No. 459/2014/PS/030 as well. The Customer shall not permit any conditions under which the offer prices could be exceeded.

6. Terms of payment

6.1 The Customer shall not permit payment in advance after the contracts are signed. Detailed payment conditions are stated in the Contract and Service Contract of this Order documentation.

7. Trade terms

7.1 Tenderers are limited to submitting a single proposal of the Contract No. 458/2014/IS/120 and a single proposal of the Service Contract No. 459/2014/PS/030 in response to this public offer. Tenderer shall not be entitled to make changes or supplementation to the defined mandatory requirements by the Customer, with the exception of amendments that show the content of these mandatory requirements that must be made in order to fulfil its completion. In the case of an offer administered jointly by several Tenderers, one of these Tenderers is entitled to modify the model agreements only with regard to this fact.

- 7.2 The contracts may not exclude or restrict in any way authority to which is entitled and contained in this Order documentation, otherwise the offer does not satisfy the specifications and the offer will be removed.
- 7.3 The contracts must be, from the side of the Tenderer, signed by the statutory authority or a person demonstrably justified acting on behalf of Tenderer; in that case the Tenderer shall substantiate the bid with a copy of acting justification. The presentation of the contracts that have not been duly signed shall be deemed to be the presentation of the contracts done in discrepancy with the provisions of this Order documentation. If an offer is served by more than one tenderer (as an association of Tenderers), the contracts must be signed by the governing bodies or persons authorized to act demonstrably on behalf of Tenderers for all Tenderers forming the association or the bidder for whom the other members of an association must explicitly authorize. Such authorization must be derived from the documents according to Article 7.5 of this Order documentation.
- 7.4 A restriction to the amount of compensation in any direction shall not be permitted.
- 7.5 If an offer is served by more than one tenderer (as an association of Tenderers) they are obliged to attach to the original offer or certified copy of documents, from which such binding indicates that all such Tenderer will be directed to the Customer regarding any third party liabilities arising in connection with the performance of the contract or caused by any delay or other breach of contractual or other obligations, and in connection with the fulfilment of the contract subjects are regarded jointly and indivisible. The relevant documentation (contract) must also clearly define which of the Tenderers is entitled to act as the representative of the association.

8. Method of evaluation of Offers

The evaluation of Offers will be done in conformity with the criterion of economic advantageousness of the Offer according to Section 78(1) (a) of the Act in compliance with the following evaluation criteria:

1/ Offer price - 80 %

2/ Technical and functional advantageousness - 20 %

All mandatory requirements (see Article 2.5 above) <u>must be fulfilled</u>. If the Tenderer does not fulfil all of these Mandatory requirements unreservedly, his Offer will be eliminated and the Tenderer will be excluded from the award procedure.

The Customer will consider as the best Offer the one that will get the maximum amount of Evaluation points by a simple summation of Evaluation points scored and weighted for the criteria 1/ and 2/. All the other offers will be ranked from the Offer that has got the highest amount of Evaluation points to the Offer that has got the fewest amount of Evaluation points, and that will be the final ranking of the Offers.

The evaluation criteria are structured in the following way, referring to the Contract:

9. Offer price - 80%

The offer price is the sum of Total price for the delivery of the AIM System software and documentation, project management, training, on-site implementation and switch-over support including warranty according to the Contract and Total price for Service support according to the Service Contract:

[P] = [W] + [S]

where:

[W] is the Total price for delivery of the AIM System software and documentation, project management, training, on-site implementation and switch-over support including warranty

[S] is the Total price for Service support,

[P] is the Offer price.

The Offer with the lowest offer price will be awarded 100 Price evaluation points. The other Offers will be assessed in terms of proportionality to the Offer with the lowest offer price (portion of the lowest offer price and the given offer price of the relevant Tenderer). Expressing it in a formula, the Price evaluation points of the Offers will be calculated using the following formula:

$$\frac{[P]_{\min}}{[P]} \times 100$$

where:

[P]_{min} is the lowest offered price among all offers, [P] is the offer price of the relevant Tenderer's Offer.

The total weighted score of the criterion 1/ "Offer price" will be calculated by transferring the gained Price evaluation points to this criterion weight, i.e. 80 %.

10. Technical and functional advantageousness - 20%

Technical and functional advantageousness evaluation is based on "Optional requirements". To every "Optional requirements" is assigned with number of points that will receive tenderer meeting the requirements given in the fourth column in the table below.

ID	Inclusion	Weight	Gained points
WFL-01	IAIP production workflow	minor	0,5
GEN-07	General requirements	minor	0,5
GEN-42	Data originators integration	major	1,0
PRD-15	IAIP Release and IAIP Documents management	minor	0,5
PRD-25	Import / export function	major	1,0
PRD-29	Import / export function	major	1,0
PRD-33	Import / export function	minor	0,5
PRD-39	Search functionality	minor	0,5
SDD-16	Static Data Database (SDD)	major	1,0
SDD-34	SDD data referencing	minor	0,5
SDD-38	SDD data referencing	major	1,0
TXT-04	Text processing	major	1,0
TXT-05	Text processing	major	1,0
TXT-06	Text processing	major	1,0
TXT-24	Textual pages styling requirements	minor	0,5
TXT-25	Textual pages styling requirements	minor	0,5
TXT-33	Cross references	major	1,0
TXT-37	Abbreviations management	minor	0,5
TOD-13	eTOD	major	1,0
TOD-15	eTOD	minor	0,5
RLS-05	Document release function requirements	minor	0,5
RLS-16	AIP Amendment document specific requirements	major	1,0
RLS-22	eAIP specific requirements	minor	0,5
RLS-23	eAIP specific requirements	minor	0,5
SYS-08	The System architecture requirements	major	1,0
SYS-09	The System architecture requirements	minor	0,5
Weights to	al sum		19

Each Offer will be evaluated in terms of "Other requirements" fulfilment based on Tenderer's elaboration of Appendix 2 of the Contract No. 458/2014/IS/120 "AIM System Technical Specification Requirements Compliance Matrix", and scored by the sum of gained points for fulfilled "Optional requirements".

The Offer with the highest score of gained points of provided Optional requirements will be awarded 100 evaluation points. The other Offers will be assessed in terms of proportionality to the Offer with the highest score of evaluation points (portion of the given score of the relevant Tenderer and the highest score). Expressing it in a formula, the Evaluation points of the other Offers will be calculated using the following formula:

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$$\frac{[B]}{[B]_{\text{max}}} \times 100$$

where:

 $[B]_{max}$ is the highest score of gained points of provided "Optional requirements" among all offers, is the score of weights of provided "Optional requirements" of the relevant Tenderer's Offer.

The total score of the criterion 2/ "Technical and functional advantageousness" will be calculated by transferring the gained evaluation points to this evaluation criterion weight, i.e. 20 %.

11. Offer

- 11.1 Offers shall be submitted in writing in a sealed envelope with the stamp of signature of the Tenderer's authorized person on the seals and marked with the name of the public tender and the words "Do Not Open". The Tenderer's identification details, including its business name, registered address, legal status, identification number and tax identification number, if they have been issued, must be written on the envelope. The address to which the Customer can send the notification in accordance with Section 71, paragraph 5 of the Act must also be on the envelope.
- 11.2 The Tenderer's identification details to the extent specified in Section 17 d) of the Act shall be given on the cover page accompanying the offer. The offer shall be compiled in Czech or English (or a mixture of these two languages) (including Annexes) and signed on the cover page by the Tenderer's authorized person. Each Tenderer may only submit one offer. Offer must also include pursuant document according to section 68 (3) a) c) of the Act:
 - a) the list of statutory bodies or members of such statutory bodies who have been in the preceding 3 years following the end of the time limit to submit tenders in an occupational, functional or any other relationship of that kind to the customer,
 - b) the list of shareholders, compiled within the time limit for the submission of tenders, having their total nominal value of their percentage of shares higher than 10 % of the equity capital, if the economic operator holds the form of a joint stock company,
 - c) the declaration by the tenderer that it has neither concluded nor will conclude the contract banned under separate legal regulation in the context with the public tender which is being awarded.
- 11.3 The Tenderer shall be bound by its offer for the duration of the order period which is stated for six months.
- 11.4 The Tenderer shall submit its Offer in one version. All the pages of the offer shall be fixed together or stapled so that they are sufficiently prevented from being removed from the offer. All the pages shall be properly legible, without crossings out or rewrites. All the pages of the offer shall be numbered in an ascending continual order.
- 11.5 The Tenderer shall expressly state in the Offer the contact address for written communication between the Tenderer and the Customer. If the offer is submitted jointly by several suppliers (joint offer), as well as the contact address according to the previous sentence they shall also state in the offer the person who is authorised to represent these suppliers in contact with the Customer during the order proceedings.
- 11.6 The Tenderer shall also submit its offer in electronic form on a CD; this obligation does not apply to documents proving the Tenderer's qualifications. Each Tenderer is required to submit in electronic form:
 - a) initial part of the offer and attachments in PDF format,
 - b) <u>description of Tenderer's solution of specification requirements</u> which form mandatory part of the offer in MS Office Word 2003 (.doc) or in PDF format,
 - c) <u>Appendix 2 of the Contract "AIM System Technical Specification Requirements Compliance Matrix"</u> in MS Office Excel 2003 (.xls) format.
- 11.7 The Tenderer shall deliver its Offer either in person to the Customer's post room at IATCC Praha, Navigační 787, Jeneč room number 1.201 (on work days during office hours 8:00 14:00) or by post to the following address: Air Navigation Services of the Czech Republic, state enterprise (ANS CR), Navigační 787, Jeneč 252 61, Czech Republic, by **25**th of **May 2015 to 10:00 a.m.** local time at the latest.
- 11.8 With regards to content the Offer shall be submitted with the following structure:
 - a) A cover page signed by the Tenderer's authorized person including the Tenderer's identification and contact details (the Tenderer's business name/surname, the Tenderer's registered address, the

Tenderer's complete mailing address, the name of the worker authorised to negotiate regarding this public tender, identification number, tax identification number, telephone, fax, e-mail) and Offer price in EUR excluding VAT;

- b) The documents proving that the qualifications are met;
- c) The lists or solemn declarations according to section 68 (3) a) c) of the Act;
- d) The offer price excluding VAT according to Chapter 5 of this Order documentation (detailed breakdown shall be elaborated into the templates provided by the Customer in Appendix 3 of the Order documentation "Breakdown of the total price" and into Annex 4 "Price calculation of the Contract for Work" and into Article 8.1 of the Contract No. 458/2014/IS/120 and into Annex 2 "Price calculation of the Service Contract" and into Article 10.1 of Service Contract No. 459/2014/PS/030 as well.
- e) Filled in the Contract No. 458/2014/IS/120 Appendix 1 of this Order documentation signed by the person authorized to act for or on behalf of Tenderer <u>including all following Annexes:</u>
 Annex 1 "AIM System Technical Specification", Annex 2 "AIM System Technical Specification Requirements Compliance Matrix", Annex 3 "Operational Concept Description", Annex 4 "Price Calculation of the Contract for Work", Annex 5 "List of the Customer's and the Supplier's contact persons" and Annex 6 "Template of the Compliance Matrix of the EATMN System".
- f) Filled in the Service Contract No. 459/2014/PS/030 Appendix 2 of this Order documentation signed by the person authorized to act for or on behalf of Tenderer <u>including all following Annexes:</u> Annex 1 "List of supported products", Annex 2 "Price calculation of the Service Contract" and Annex 3 "List of the Customer's and the Provider's contact persons".
- g) The Technical part of the Offer in English or Czech language shall consist of:
 - Description of Tenderer's solution of specification requirements, which form part of the offer.
- h) Any other relevant documents at the discretion of the Tenderer.

Each Tenderer may, in accordance with Section 69 paragraph 1 of the Act, present in this award procedure only one Offer either individually or together with other Tenderers. Tenderer that submitted an Offer individually or jointly with other Tenderers cannot participate in the offers in the same award procedure as a subcontractor. Violation of this rule will result in the elimination of all Offers in consideration of this fact from the award procedure.

12. The opening of envelopes containing offers

- 12.1 The envelopes shall be opened on **25th of May 2015 at 11:00 a.m**. local time in room 3.008, 3th floor at IATCC Praha, Navigační 787, Jeneč, Postcode 252 61.
- 12.2 As well as the Customer's assessment committee Tenderers, whose offers were delivered within the period for submitting offers, shall also have the right to attend the opening of the envelopes. A maximum of one representative for each Tenderer may take part in the opening of the envelopes.
- 12.3 The committee shall open the envelopes in turn according to the sequence number allocated according to the time of delivery and shall check whether the offer has been compiled in the required language and whether the contracts with their Appendixes and Annexes are signed by a person authorised to act in the name and on behalf of the Tenderer. If the offer does not fulfil the above-mentioned requirements, it shall be rejected on site and the Customer shall immediately exclude the Tenderer, whose offer has been rejected, from further participation in the open proceedings.
- 12.4 After the check has been carried out the assessment committee shall notify the participants of the identification details of the Tenderer (business name, registered address), information about whether the offer meets the requirements which have been the subject of the check and information about the total price offer.

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12.5 A record shall be made of the opening of the envelopes which shall contain for each offer the identification details of the Tenderer (business name, registered address, legal status, identification number and tax identification number, if they have been issued) and information about whether the offer meets the requirements which have been the subject of the check. The relevant part of the record of the opening of the envelopes shall be read to the participants before the opening of the next envelope. Similarly, the Customer shall allow Tenderers to examine the record of the opening of the envelopes, after they have made a prior request.

13. Customer's rights

- 13.1 The Customer will provide answers to questions sent according to section 49 (1), (2), (3) of the Act.
- 13.2 If there is a change to the details given in the offer before the conclusion of the contracts with the chosen Tenderer, the Tenderer shall immediately notify the Customer of this change in writing.
- 13.3 The Customer will not accept the alternative of the offer.
- 13.4 The Customer reserves the right to verify the information contained in the Tenderer's offer with third parties.
- 13.5 The customer does not require the tender security.

14. Appendices to the Order documentation

Appendix 1 - Contract for Work No. 458/2014/IS/120 (in the text above referred to as the "Contract") including Annexes:

- Annex 1 AIM System Technical Specification
- Annex 2 AIM System Technical Specification Requirements Compliance Matrix
- Annex 3 Operational Concept Description
- Annex 4 Price calculation of the Contract for Work
- Annex 5 List of the Customer's and the Supplier's contact persons
- Annex 6 Template of the Compliance Matrix of the EATMN System

Appendix 2 - Service Contract No. 459/2014/PS/030 including Annexes:

- Annex 1 List of Supported Products
- Annex 2 Price calculation of the Service Contract
- Annex 3 List of the Customer's and the Provider's contact persons

Appendix 3 - Breakdown of the total price

Appendix [1] to the Order documentation

Contract for Work No. 458/2014/IS/120

Contract No. Supplier:





CONTRACT FOR WORK

concluded pursuant to Section 2586 et seq.of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "Civil Code") (hereinafter referred to as the "Contract for Work" or "Contract")

1. PARTIES

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise existing and organized under the laws of the Czech Republic, With its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,

Company Identification Number (IČ): 49710371

Tax Identification Number: CZ49710371

Bank Connection: ČSOB, Radlická 333/150, 150 57 Praha 5

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register maintained by the Municipal Court in Prague,

Section A, Insert 10771

Represented by: Mr Jan Klas, Director General

(hereinafter referred to as the "ANS CR" or the "Customer")

and

Company name

With its registered office at: XXXX Company Identification Number: XXXX Tax Identification Number: XXXX

Bank Connection: XXXX

IBAN: XXXX

SWIFT code: XXXX Represented by: XXXX

(hereinafter referred to as the "Supplier")

The "Customer" and the "Supplier" are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

Whereas:

- A) The Customer has intention to renew, and for that purpose it intends to purchase and install, the AIM System (hereinafter referred to as the "AIM System").
- B) The AIM System is database and publication system for the Aeronautical Information Service of the Czech Republic (AIS CR). It is the main software tool of the AIS CR for activities related to the collection, processing and distribution of static data & information of the aviation environment. The main function of the AIM System is to manage the static data and the Integrated Aeronautical Information Package (IAIP), generate them, store them in the repository and publish and disseminate output data, documents and charts.
- C) The AIS CR is an organizational unit of the Air Navigation Services of the Czech Republic, ensuring the flow of information necessary for the safety, regularity and efficiency of international and domestic air traffic within the area of its responsibility. The AIS CR is responsible for the collection and dissemination of information for the entire territory of the Czech Republic and the relevant airspace. The aeronautical information is provided in the form of the IAIP in accordance with ICAO ANNEX 15, ICAO Annex 4 and ICAO Doc 8126 documents on international level, and Aviation Regulation L15 and Aviation Regulation L4, Act No. 49/1997 Coll. Civil Aviation and Regulation No. 108/1997 Coll. on state level.
- **D)** The Customer is interested in supplying, installing and servicing the AIM System. The Parties therefore are concluding following contracts:
 - i. contract for work for supplying and installing the AIM System,
 - ii. service contract for warranty and post-warranty service of the AIM System

The Parties have agreed as follows:

2. SUBJECT OF THE CONTRACT FOR WORK

2.1. Upon the terms and subject to the conditions contained herein and in Annex 1 (AIM System – Technical Specification) and Annex 2 (AIM System – Technical Specification Requirements Compliance Matrix) to this Contract which form integral part of this Contract, the Supplier undertakes to provide Customer with:

Contract No. ANS CR: 458/2014/IS/120 Contract No. Supplier:

Contract for Work

2.1.1. delivery of the AIM System software and documentation in accordance with the Article 3 of this Contract,

- 2.1.2. project management in accordance with Article 4 of this Contract,
- 2.1.3. training in accordance with Article 5 of this Contract.
- 2.1.4. the AIM System on-site implementation in accordance with Article 6 of this Contract,
- **2.1.5.** the AIM System switch—over assistance in accordance with Article 7 of this Contract,

(hereinafter referred to as the "Supply")

- 2.2. The subject of this Contract is also performing the Critical Design Review (CDR), the Factory Acceptance Test (FAT) and the Site Acceptance Test (SAT) with presence of specialist of the Supplier.
- **2.3.** The Customer undertakes to pay to the Supplier for the due performance of the subject of this Contract the price under the terms and conditions defined hereafter. The price of the Supply is given in Article 8 of this Contract.

3. DELIVERY OF THE AIM SYSTEM SOFTWARE AND DOCUMENTATION – PERFORMANCE TERMS AND CONDITIONS

- **3.1.** The Supplier shall deliver the Documentation Plan with the offer. Documentation Plan shall provide the following information on each document contained document name, document purpose, description of a document content.
- **3.2**. The documentation shall be prepared in English or Czech.
- **3.3.** The documentation can be delivered either on paper (printed) or electronic media, with exception of signed documents (Declarations defined in Article 3.5. of this Contract and Certificates according to this Contract).
- **3.4.** The Supplier shall authorize the Customer to use any documentation provided for its own purposes. The Customer will be authorized to use the documentation for internal use only, e.g. for training purposes.
- **3.5.** Implementation of the Regulation (EC) No. 552/2004 on the Interoperability of the European ATM Network:
- **3.5.1.** The Supplier shall submit to the Customer valid Declaration of Conformity (DoC) or Declaration of Suitability for Use (DSU) according to the Regulation (EC) No. 552/2004 Interoperability of the European ATM Network, in the final version in the time of SAT completion. The Supplier is encouraged to consult the latest edition of the document EUROCONTROL Guidelines on conformity

Contract No. Supplier:

Contract for Work

assessment for the interoperability Regulation of the Single European Sky (EUROCONTROL-GUID-137) about DSU/DoC content.

- 3.5.2. The Supplier shall submit to the Customer filled Compliance Matrix of the EATMN System in the form required by the Civil Aviation Authority of the Czech Republic and containing description and arguments based on and referred to the specific technical solution of the AIM System, both valid as of the date of delivery of the AIM System. Template of the Compliance Matrix of the EATMN System forms Annex 6 to this Contract.
- 3.6. The Supplier shall submit to the Customer valid EAD Service Migration Documentation (ESI/AIMSL Checklist, ESI/AIMSL Compliance Matrix and ESI/AIMSL Testbook) according to the EAD Service requirements and documentation, or equivalent documentation valid as of the date of delivery of the AIM System.
- **3.7.** The Supplier shall submit to the Customer the following documentation in the milestones (T) specified to allow review of the documentation by the Customer, covering this content and preferably this structure:
- **3.7.1**. Development and Product design documentation:
 - Operational Concept Description (OCD)
 - A document (or set of related documents) containing the description of the operational concept for the AIM System, ensuring the settings and configuration related to the AIS departments configuration (incl. modules or parts of the AIM System, licences).
 - T: with the offer (as Annex 3 to this Contract)
 - System/Subsystem Specification (SSS)
 - A document (or set of related documents) containing the description of the AIM System, covering the architectural design and interfaces, description of a database, database access or manipulation processes, and the technical description of the AIM System in the terms of operational parameters, conditions and limits of use of the AIM System and configuration of the AIM System at Customer's sites.
 - T: thirty (30) days after CDR
 - Interface Control Description (ICD)
 - A document (or set of related documents) containing the description of interfaces of the AlM System, covering the environmental requirements, configuration and inclusion of the AlM System within the structure of the other systems and technologies.
 - T: thirty (30) days after CDR
 - Software Version Description (SVD)
 - A list of delivered files and related information, incl. identifies, version and description of files (incl. executable or source files, and information to be used for support).
 - T: thirty (30) days before each relevant installation
- **3.7.2**. Deployment plan documentation:
 - System Transition Plan (STrP)
 - A document (or set of related documents) containing a plan for transitioning the AIM System into operational use readiness (switchover period), identifying the hardware/software and other resources

needed for life cycle support of delivered AIM System and describing the Supplier's suggestion for transition, covering also the requirements specified in DAL – ANNEX I.7.

- T: thirty (30) days before the first installation at Customer's site

• System Installation Plan (SIP)

- A document (or set of related documents) containing a plan for installing the AIM System at the Customer site(s) including description of the preparations and requirements, necessary administrator training, data migration from existing systems (to be available for SAT and for switchover period), sequence and duration of installation activities and its description.
- T: thirty (30) days before each relevant installation

3.7.3. User and maintenance documentation:

User Manual

- A document (or set of related documents) containing the instructions for hands-on users of the AIM System.
- T: thirty (30) days before SAT

Maintenance Document

- A document (or set of related documents) containing the instructions for operators and/or administrators, including description of installation and setup procedures, purpose and range of parameters and processes, recovery procedures, modes of operation, contingencies, run management and maintenance checklists (incl. list of maintenance actions and certain periods that the Supplier suggests) and restart/continuity of operations procedures, reflecting all parts of the AIM System.
- T: thirty (30) days before SAT

3.7.4. Test documentation:

• Software Test Plan (STP)

- A plan for conducting testing (FAT, SAT), describing the software test environment to be used for the testing, identifying the tests to be performed, and providing schedules for test activities.
- T: thirty (30) days before each testing (FAT, SAT)

• Software Test Description (STD)

- Description of the test preparations (incl. all necessary prerequisite conditions), test cases and procedures for testing (FAT, SAT), covering expected test results and criteria for evaluating results.
- T: thirty (30) days before each testing (FAT, SAT)

Software Test Report (STR)

- Results and evaluation of the test performed (FAT, SAT), which will become an integral attachment of the related Acceptance Certificate (SAT Certificate).
- T: at each testing (FAT, SAT)

Contract No. Supplier: Contract for Work

4. PROJECT MANAGEMENT – PERFORMANCE TERMS AND CONDITIONS

4.1. Project management activities, organization and documents shall be carried out by the Supplier in the form of Project Management Plan (PMP).

- **4.2.** The PMP shall describe at least following milestones date, person responsibilities and location:
 - Kick-off-meeting
 - Critical Design Review (CDR) milestone
 - certain documentation delivery milestones
 - the AIM System deployment (System Transition/ Installation Plan, see Article 3.7.2. of this Contract)
 - FAT, SAT milestones
 - training (see Article 5 of this Contract)
 - installation and on-site implementation of the AIM System (see Article 6 of this Contract)
 - the AIM System switch-over period and assistance (see Article 7 of this Contract)
 - payment terms and delivery conditions (see Article 9 and Article 10 of this Contract)
- **4.3.** The Supplier shall deliver a draft version of the PMP with the offer. The final PMP agreed by the Customer shall be delivered no later than thirty (30) days after the CDR completion.
- **4.4.** The final date for completion of the Supply delivery as specified in Article 10.1.6. of this Contract is unchangeable and shall strictly be observed.
- **4.5.** The Supplier shall send periodical progress reports to the Customer at least one per 1 month. The periodical progress reports shall contain description of work done during the last reporting period, work to be performed in following reporting period, all identified deviations from PMP and all identified risks.
- **4.6.** Any deviations from PMP and/or risks identified by the Supplier which may indicate the delay of delivery shall be reported to the Customer immediately. All risk management activities identified and proposed, including PMP update, shall be mutually arranged, and approved by the Customer.

5. TRAINING – PERFORMANCE TERMS AND CONDITIONS

- **5.1.** The Supplier shall provide training to the Customer personnel in accordance with the Training Plan. Particular training dates shall be subject to the Customer's approval because of the operational reasons and resources planning at Customer's side.
- **5.2.** Language used for training (including training materials) shall be English or Czech.

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5.3. The training shall take place not earlier than four (4) months before the SAT (final SAT or particular SAT depending on the Training Plan).

- **5.4.** In case of off-site training it shall take place at the Supplier's premises at a single location. In that case the accommodation costs (hotel) and transportation of the Customer's trainees to training facilities shall be obligation of the Supplier.
- **5.5.** In case of on-site training it shall take place at the Customer's premises after the system installation, settings and configuration according to Customer's security measures.
- **5.6.** The Supplier shall be responsible for ensuring to the training:
 - a) a classroom equipped with all necessary didactic aids, including the necessary training material,
 - b) entire system installation in corresponding or reflecting the Customer system settings and configuration.
- **5.7.** The training shall be focused on practical issues related to the system operations in Customer's local operational environment and shall cover both the technical (administrator) and operational personnel.
- 5.8. Number of trainees corresponds to a number of staff as specified in Article 2.6.3. of Annex 1 to this Contract, plus Head of Aeronautical Information Service, so the total number of trainees shall be eleven (11). The corresponding number of trainees for each area of the training (e.g. system administration, cartography part of the AIM System, AIP part of the AIM System, common parts of the AIM System, data import/export, EAD communication, etc. according to particular operational configuration of the AIM System) shall be specified in the Training Plan.
- **5.9.** The Supplier shall deliver a draft of Training Plan with the offer. The Training Plan shall be finalized in close cooperation with the Customer.
- **5.10.** The final Training Plan agreed by the Customer shall be delivered no later than 15 days prior the training.
- **5.11.** The Supplier shall prepare and provide a set of training material in paper or in electronic form for each trainee.
- **5.12.** The Supplier shall deliver a report on the training completion in accordance with the Article 9.2.2. of this Contract including:
 - a) training content,
 - b) Attendance Report,
 - c) Training Certificate for each trainee.

Contract No. Supplier: Contract for Work

6. THE AIM SYSTEM ON-SITE IMPLEMENTATION – PERFORMANCE TERMS AND CONDITIONS

- **6.1.** The Supplier shall provide the Customer with following on-site implementation assistance in the AIM System:
- **6.1.1.** assistance to the technical (administrator) personnel for installation and configuration of the system (including the EAD Connection setup and configuration) performed according to the System Installation Plan (SIP).
- **6.1.2.** necessary customization of the system based on workflow analysis performed as part of the CDR process (e.g.rules, templates, user rights, workflow management);
- **6.1.3.** data migration from current publication and database system of the Customer based on AIXM 4.5 data export delivered by the Customer;
- **6.1.4.** eTOD data migration from current database system of the Customer based on AIXM 4.5 or MS Access data format;
- **6.1.5.** populating the database of the AIM System with all data needed for IAIP production (with data not in current Customer's publication and database system);
- **6.1.6.** creation of the initial AIP CR and the initial eAIP comprising the whole content of the current paper version of the AIP CR (rollover the current paper AIP CR into the AIM System), including aeronautical charts that are part of the current AIP CR; any potential deviations shall be approved by the Customer.
- 6.2. A Critical Design Review (CDR) session shall be performed at the Customer's site, if not agreed otherwise by the Parties, before the start of the AIM System deployment and implementation phase. The CDR session shall prove that understanding of the objectives of this Contract, incl. the Technical Specification which forms the Annex 1 to this Contract, and offered technical solution are clear for both Parties, and further specifies the technical solution of the AIM System implementation in more details (including the initial AIP CR and initial eAIP appearance and form). The Critical Design Review Document shall be drawn up by the Supplier and agreed by both Parties.
- **6.3.** The Supplier shall deliver a draft of Implementation Plan (StrP, SIP) specified in Article 6.4. of this Contract with the offer. The Implementation Plan shall be finalized in close cooperation with the Customer and shall be approved by the Customer.
- **6.4.** The Implementation Plan shall define as the minimum:
 - activities and tasks to be performed to implement the AIM System, covering also the delivery conditions according the Article 10 of this Contract:
 - sequence and time line of the activities to be performed, including critical path and milestones definition;
 - quantity of days for each task and each activity;
 - required resources on both sides (Supplier's staff, Customer's staff):

Contract No. Supplier: Contract for Work

• data conversion and transfer means and resources to migrate data from currently used the Customer's databases into the AIM System.

6.5. The successful on-site implementation is a condition of readiness for Site Acceptance Testing (SAT).

7. THE AIM SYSTEM SWITCH-OVER ASSISTANCE -- PERFORMANCE TERMS AND CONDITIONS

- 7.1. The Supplier shall provide the Customer with the assistance on switch—over of the AIM System into the operational production covering following activities::
- **7.1.1.** assistance with the migration of the AIM System between the testing platform (server) and the operational platform (server);
- **7.1.2.** assistance with final review of the customization of the AIM System (e.g. rules, templates, user rights, workflow management);
- **7.1.3.** assistance with the data update and synchronization of the system to the current AIRAC cycle version of the current paper AIP CR.
- **7.2.** The Supplier shall provide the switch-over assistance by means of remote access to the AIM System, or by email or telephone, or on-site, depending which will be most suitable for solving the specific task.
- 7.3. The assistance shall be available to the Customer during working days from 9:00 to 15:00 CET/CEST as a minimum, for the period specified in the Delivery conditions according to the Article 10 of this Contract and in the range of four hundred and fifty (450) man-hours. Only man-hours actually used by the Customer shall be charged. The invoicing for such man hours shall be carried out in accordance with Article 9. 8. of this Contract.

8. PRICE OF THE SUPPLY

- **8.1.** The maximum total price for performance of the subject of this Contract, the calculation of which is given in Annex 4 to this Contract, shall be: ______. EUR, in words: _____ Euros. This price consists of:
- **b**) price for man-hours according to Article 7. 3. of this Contract in the amount of: _____EUR, in words: _____Euros.

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8.2. The price is VAT exclusive. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax. The price includes all charges and expenses connected with the performance and completion of the Supply according to the Contract.

- **8.3.** The price must not be exceeded. Any change of the contractual price has to be performed by a written addendum concluded by both Parties in compliance with the Public Procurement Act No. 137/2006 Coll. as amended.
- **8.4.** The Supplier according to section 2620 subs. 2 of the Civil Code hereby declares that he accepts the risk of the change of circumstances and that in this case he has no right to increase the price.
- **8.5.** The Customer has no obligation to provide the Supplier with an advance payment of the price.
- **8.6.** If the Customer provides the Supplier with an item for completion of the Supply the price shall be reduced by the value of such an item.
- **8.7**. All terms of payment according to this Contract shall be subject to the tax law of the Czech Republic and Double Taxation Agreement between the Czech Republic and

9. PAYMENT TERMS

- **9.2.** The term of payment shall be set as follows:
- 9.2.1. The invoice for XXX,- EUR (in words: XXX,- Euros) which is 30% of the price specified in Article 8. 1. a) of this Contract shall be paid by the Customer after Factory Acceptance Test (FAT) successful execution and completion upon signature of FAT Certificate, on the basis of an invoice issued by the Supplier. The invoice shall be accompanied by the corresponding delivery of FAT Certificate.
- 9.2.2. The invoice for XXX,- EUR (in words: XXX,- Euros) which is 40% of the price specified in Article 8. 1. a) of this Contract shall be paid by the Customer after Training successful execution and completion according to Article 5 of this Contract and the Site Acceptance Test (SAT) successful execution and completion upon signature of SAT Certificate, on the basis of an invoice issued by the Supplier. The invoice shall be accompanied by the corresponding delivery of a report on the training completion (including Traning Certificates) and SAT Certificate. The Training shall be quantified in the invoice separately.
- **9.2.3.** The invoice for XXX,- EUR (in words: XXX,- Euros) which is 30% of the price specified in Article 8. 1. a) of this Contract shall be paid by the Customer after

Contract No. Supplier:

delivery of all items of the Subject of the Contract specified in Article 2 to this Contract upon signature of Final Site Acceptance Certificate, on the basis of an invoice issued by the Supplier.

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- **9.3.** The invoices have to include data required by the provisions of the Act No. 235/2004 Coll., on Value Added Tax, as amended.
- **9.4.** Invoices issued by the Supplier shall be delivered to the Customer's address given in the Article 1 of the Contract. Invoices shall be due within thirty (30) days following the receipt of the invoice by the Customer.
- **9.5.** The Customer shall have the right to return the invoice, provided that it contains inaccurate or incomplete information or the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Supplier shall issue a new invoice or correct the original invoice and fix a new due date.
- **9.7.** The Customer declares that it is a VAT payer in the Czech Republic under registration number CZ49710371. The Customer shall bear no responsibility for the performance of the Supplier's obligations towards tax authorities of the Czech Republic.
- 9.8. The Customer's payments for man-hours according to Article 7.3. of this Contract shall be carried out per calendar month, in the maximum amount specified in Article 8.1.b) of this Contract, on the basis of an invoice issued after the Supplier's submission of a monthly work report to the Customer and after the Customer's approval of this monthly work report. The Supplier shall send the monthly work report by email to the Customer's relevant contact persons listed in Annex 5 of this Contract within five (5) calendar days of the month following after the performance of relevant work. The Customer shall confirm the monthly work report by email within five (5) calendar days from the Supplier's submission of the monthly report. The invoice, a part of which shall be the monthly report, shall be issued within fifteen (15) calendar days from the occurrence of a chargeable event.

10. DELIVERY CONDITIONS

- **10.1.** The Supply shall be delivered and completed within the following milestones, where T0 is the date of signature of this Contract:
- **10.1.1.** The Critical Design Review (CDR) completion:
 - T0 + 1 calendar month at the latest
- **10.1.2.** Factory Acceptance Testing (FAT) successful execution and FAT Certificate signature:

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T0 + 3 calendar months at the latest

- **10.1.3.** Training according to Article 5 of this Contract shall be finished by:
 - T0 + 7 calendar months at the latest
- **10.1.4.** The AIM System on-site implementation according to Article 6 of this Contract shall be finished by:
 - T0 + 8 calendar months at the latest
- **10.1.5.** Site Acceptance Testing (SAT) successful execution and SAT Certificate signature:
 - T0 + 9 calendar months at the latest
- 10.1.6. The delivery and performance of the remaining items of the subject of this Contract according to Article 2 of this Contract, including the assistance in switch-over of the AIM System into operational production, and the signature of the Final Site Acceptance Certificate:
 - T0 + 12 calendar months at the latest
- **10.2.** The Supply shall be delivered DDP Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, Czech Republic according to the International Chamber of Commerce INCOTERMS 2010 (2010 Edition).

11. PLACE OF PERFORMANCE

- **11.1.** The place of performance of the Contract is this ANS CR site: The Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, Czech Republic.
- **11.2.** The term "working days" within the sense of this Contract shall mean the working days in the Czech Republic.

12. FACTORY ACCEPTANCE TEST (FAT)

- **12.1.** Prior to the shipment of the Supply, the Supply shall be submitted to a factory acceptance, which shall be carried out in the presence of the Customer representatives.
- **12.2.** If, during the factory acceptance, the Supply is found to be defective, the Supplier shall rectify the major defects within a reasonable time and shall resubmit the Supply to another factory inspection. The deadline set in Article 10 of this Contract shall be strictly observed.

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12.3. All procedures shall be executed by the Supplier. The Customer's staff will monitor the tests processing and report any detected mismatches.

- **12.4.** The FAT shall be executed with the following rules:
 - finding of non-blocking errors/functions will be listed in the FAT record specifying the date when the error is repaired;
 - finding of blocking errors/functions preventing use of the AIM System will cause FAT interruption. FAT shall be repeated in the whole range entirely;
 - in case of not successful FAT the new date of FAT shall be agreed by both Parties;
 - the Customer shall have the right to select procedures to be repeated within FAT.

13. SITE ACCEPTANCE TEST (SAT)

- **13.1.** SAT will be performed after completing the AlM System installation, configuration, setting and tuning.
- **13.2.** SAT shall be executed with the following rules:
 - finding of non-blocking errors/functions will be listed in the SAT record specifying the date when the error is repaired;
 - finding of blocking errors/functions preventing use of the AIM System will cause SAT interruption. SAT shall be repeated in the whole range entirely;
 - in case of not successful SAT the new date of SAT shall be agreed by both Parties. The deadline set in Article 10 of this Contract shall be strictly observed.
- **13.3.** The Supplier shall be responsible for test tools that may be necessary for the tests.

14. GENERAL REQUIREMENTS FOR FAT /SAT

- **14.1**. The test documentation (STP /STD, see Article 3.7.4. of this Contract) shall be prepared in English or Czech by the Supplier and sent to the Customer for approval at least thirty (30) days before FAT/SAT.
- **14.2.** The Customer shall elaborate a review of test documentation provided by the Supplier at least fifteen (15) days before the tests agreed date. If not done so, the test documents provided by the Supplier shall be considered as approved and shall be used for performing the tests.
- **14.3.** The Supplier shall perform own pre-FAT and pre-SAT testing and the Customer shall be provided by pre-FAT and pre-SAT results.

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14.4. The Acceptance Testing shall comprise the verification and validation of all requirements of all items of the Supply including but not limited to:

- Functionality;
- Technical Solution;
- Performances.
- **14.5.** Final versions of the Acceptance Test documentation prepared by the Supplier and approved by the Customer shall in general contain the following:
 - Purpose and brief description;
 - Requirements reference;
 - Initialization:
 - Test input;
 - Expected results;
 - Criteria for evaluating results;
 - Assumptions and constraints.
- **14.6.** The acceptance tests (FAT, SAT) shall include criteria for acceptance, conditioned acceptance and rejection of the tests as well as procedures to be applied in case of disagreement of, whether or not, acceptance shall be given.
- **14.7.** Criteria for passing the acceptance tests (FAT, SAT) shall be defined by the Supplier prior to each test session and shall be integral part of the Acceptance Test documentation. The criteria and the results of successful test sessions shall be subject to the Customer's approval.
- **14.8.** Individual acceptance tests (FAT, SAT) may consist of several separate parts. In that case the partial test Certificates will be drafted, approved and signed by both Parties and will form an annex to the Final Site Acceptance Certificate.
- **14.9.** Once acceptance tests (FAT, SAT) have been successfully completed, both Parties shall sign a Factory Acceptance Certificate / Site Acceptance Certificate upon its completion.
- **14.10.** The subject of this Contract shall be completed on the date of the signature of the Final Site Acceptance Certificate.

15. WARRANTY AND FURTHER DEVELOPMENT

- **15.1.** The Supplier is liable that the Supply has the parametres stipulated in this Contract and its Annexes (this liability hereinafter referred to as the "Supplier's Warranty").
- **15.2**. The Supply shall be warranted for a period of twelve (12) months starting with the date of signature of Final Site Acceptance Certificate (the warranty period for the Supply according to this Contract hereinafter referred to as "the Supply Warranty Period").

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15.3. The Supplier shall warrant the Supply against all defects and failures during the Supply Warranty Period.

- **15.4.** For such defects, which have been identified prior to the expiration of the Supply Warranty Period, but not remedied within the Supply Warranty Period, the Supply Warranty period shall extend until the remedial actions have been completed and the effect of the action has been adequately verified.
- **15.5.** During the Supply Warranty Period the Supplier shall warrant the Supply against malfunctions and/or defects introduced by the Customer staff while performing preventive maintenance as long as the Customer staff follows procedures and instructions for the work to be performed.
- **15.6.** If the Customer staff by following the maintenance documentation introduces or gives reasons for defects or malfunctions, such defects and malfunctions shall be covered completely by the Supplier's Warranty and without additional costs for the Customer.
- **15.7.** The condition mentioned in Article 15. 5. of this Contract shall as well cover situations where the maintenance documentation is incomplete or inadequate, and this has undesired effects on the Supply.
- 15.8. The entire costs for the correction of deficiencies falling under the Supplier's Warranty, inclusive the cost related to the shipment shall be carried out by the Supplier. In case of breach of the warranty duties of the Supplier, the Customer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Supplier.
- **15.9.** During the Supply Warranty Period, the Supplier shall remedy any defects at his own expenses which are identified in any part of the Supply.
- **15.10.** Conditions of the Supplier's Warranty shall be governed by the conditions for Service Support according to Service Contract No. 459/2014/PS/030 which is known to both Parties.

16. OWNERSHIP RIGHT AND RISK OF DAMAGE

- **16.1.** The risk of the loss or damage to the Supply shall pass to the Customer on its DDP delivery as per International Chamber of Commerce INCOTERMS 2010 (2010 Edition).
- **16.2.** The ownership right to the Supply shall pass to the Customer at the same date as stipulated in Article 16. 1. of this Contract.

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17. CONTRACTUAL PENALTIES

17.1. If the Supplier fails, for reason other than causes beyond its control, to fulfil its contractual obligations duly and within terms specified in this Contract and its Annexes, then the Customer may claim from the Supplier a penalty in amount of 0,2% of the total price of the Supply according to Article 8.1a) of this Contract per each day of the Supplier's delay.

- 17.2. In case of any Supplier's delay the penalty shall be paid upon the penalty invoice issued by the Customer. The invoice shall be due within thirty (30) days following the receipt of the invoice by the Supplier.
- 17.3. If the Customer fails, for reason other than causes beyond its control, to fulfil its payment obligations duly and within terms specified in this Contract and its Annexes, then the Supplier may claim from the Customer a penalty in amount of 0,05% of the unpaid amount per each day of the Customer's delay.
- 17.4. In case of Customer's breach of its payment obligations the penalty shall be paid upon the penalty invoice issued by the Supplier. The invoice shall be due within thirty (30) days following the receipt of the invoice by the Customer.
- **17.5.** Penalties shall be paid regardless to any damage occurring to the other Party. Damages can be claimed independently. The right to claim damages remains unaffected.

18. COPYRIGHT AND INDUSTRIAL PROPERTY

- **18.1.** The copyrights to industrial property rights shall remain the property of the Supplier. The Supplier affirms that it has the right to furnish and grant relevant licence(s) to the Supply. The Supplier hereby grants to the Customer non-exclusive and non-transferable licence(s) to use the AIM System under this Contract. Licence(s) shall not be territorially limited.
- 18.2. The Supplier shall clear the Customer of legal liability and shall protect it from any claims made against supposed breach of copyright and patent right as a result of use and/or handling of the Supply by the Customer on the condition that the Customer provides the Supplier with the opportunity to protect itself and reach settlement. This clause regarding exemption of liability shall not apply to a case where the Supply is used for purpose other than stated in this Contract and its Annexes.
- **18.3.** Should any court finally establish that there has been an infringement of copyright, the Supplier shall reimburse the Customer for any costs, fines or damages incurred by breaching its obligations under this Article 18 of this Contract.
- **18.4.** The Supplier undertakes to deliver the documents confirming its title to distribute the AIM System which is being delivered under this Contract.

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18.5. The Supplier hereby undertakes to provide the Customer with relevant licence(s), related to the Supply, of third parties that is necessary for fulfilment of this Contract by the Supplier in the extent according to the requirements of 18. 1. of this Contract. The Supplier is obliged to provide the Customer with complete documentation regarding such software of third parties.

19. FORCE MAJEURE

- 19.1. For the purposes of this Contract, the term force majeure applies to earthquake, storm, floods, epidemic diseases, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, layoffs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof. The Party referring to the force majeure is bound to inform the other Party immediately in writing when such an even has occurred and state the circumstances and reason of its occurrence.
- 19.2. The Parties agree that they are not liable for failing to meet all or some of the Provisions hereunder, if such failure was caused by an event of force majeure. However, the Party affected by an event of force majeure shall perform its obligations hereunder as soon as the effects of an event of force majeure cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force majeure lasted. The Party affected by an event of force majeure shall notify the other Party as soon as possible after any occurrence thereof.
- **19.3.** Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.

20. MISCELLANEOUS

- 20.1. By signing this Contract the Supplier acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Supplier shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- **20.2.** The Supplier acknowledges that the Customer is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act No. 137/2006 Coll., on Public Procurement.

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However, information relating to copyright in accordance with Act No 121/2000 Coll., Copyright Act, as amended, information under provisions of Section 504 and Section 1730 subs. 2 of the Act No. 89/2012 Coll., Civil Code and information under Aviation Regulation L17 will continue to be protected, if so expressly indicated by the Parties. The Supplier acknowledges that the Customer is an obligatory subject as defined by the Act No. 106/1999 Coll., on free access to information, as amended.

20.3. The Supplier undertakes to submit to the Customer a list of subcontractors who have received more than 10% of a part of one year's price which have received in one calendar year. This list shall be submitted no later than 28th February of the following year. In the event, that subcontractor is a joint stock company still accompanied by a list of holders of share, the Supplier shall submit to the Customer the list of such subcontractor's shareholders who own in aggregate more than 10% of the capital. The list of subcontractor's shareholders shall be executed ninety (90) days before the submission of the list of subcontractors at the latest.

21. ASSIGNMENT

- **21.1**. Neither Party to this Contract shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party; such approval shall not be denied unreasonably.
- **21.2.** If the Supplier subcontracts any part of this Contract, the Supplier shall remain fully responsible for the due performance of this Contract.

22. TERMINATION

- 22.1. Either Party shall have the right to terminate this Contract in whole or in part by operation of law without necessity of to give a ruling in the event that the other Party has failed to fulfil any of its obligations under this Contract and such failure has lasted for more than ninety (90) days. In such a case, termination shall become effective upon the receipt of the notice by other Party. The notification shall be made in written form.
- 22.2. In case of termination for any reason whatsoever, the Parties shall try to establish a liquidation settlement by mutual agreement; failing such an agreement, the provisions of Article 23 hereafter shall apply.
- 22.3. Any termination for any reason whatsoever shall not affect debts already payable between the Parties with respect to the completed part of this Contract.

23. SETTLEMENT OF DISPUTES

- 23.1. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore which cannot be settled by Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic the appropriate court of the Customer.
- 23.2. The court proceedings shall take place in the Czech Republic.
- **23.3.** The Contract shall be governed by and interpreted in accordance with the laws of the Czech Republic.

24. FINAL PROVISIONS

- **24.1.** The Contract for Work becomes valid and comes into force upon signature by both Parties.
- **24.2.** The Parties declare that the individual Articles hereof are sufficient with regard to the essential aspect necessary for the formation of a contract-based relationship and that they have made the Contract for Work on the basis of their free will, not under disadvantageous conditions for either of the Parties.
- **24.3.** This Contract for Work has been signed by the Customer and the Supplier by their duly authorized representatives in four (4) original counterparts, in English. Each Party shall receive two counterparts.

Annexes that form integral and inseparable part of this Contract:

Annex 1 – AIM System – Technical Specification

Annex 2 – AIM System – Technical Specification Requirements Compliance Matrix

Annex 3 – Operational Concept Description

Annex 4 – Price calculation of the Contract for Work

Annex 5 - List of the Customer's and the Supplier's contact persons

Annex 6 - Template of the Compliance Matrix of the EATMN System

In<mark>.....</mark> on<mark>.......</mark>. For and on behalf of <mark>Supplier´s name</mark>

Name: XXX
Title: xxxxxxx

Signature:

Contract No. ANS CR: 458/2014/IS/120 Contract No. Supplier:

Contract for Work

	In Jeneč on		
For and on behalf of Air	Navigation Services	of the Czech	Republic

Name: Jan Klas Title: Director General

Signature:....

Contract for Work No: 458/2014/IS/120

Annex 1

AIM SYSTEM TECHNICAL SPECIFICATION

Edition Number:	1.1	Doc status:	☐ Working Draft
Edition Date:	13.1.2015		☐ Draft
			☐ Proposed Issue
			⊠ Released Issue

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1. Introduction

1.1. Purpose of the document

This document describes the functional and architectural requirements of demanded AIM Production System (hereinafter "the System") for Aeronautical Information Service of the Czech Republic.

1.2. Requirement specification

For the purpose of this document the "user" means the user of the System in general. If it is necessary to emphasize a specific kind of user, a special term is used (e.g. "operator" in the meaning of the internal / AIS staff user, "originator" in the meaning of the external user / data originator user).

The requirements in this document are introduced by the key words "shall" or "should". The key words "shall" and "should" in this document are to be interpreted as:

- the word "shall" means a mandatory requirement;
- the word "should" means a optional requirement.

2. Overview

2.1. Aeronautical Information Service

The Aeronautical Information Service (AIS) ensures the flow of information necessary for safety, regularity and efficiency of international and national air navigation within the area of its responsibility.

The Aeronautical Information Service of the Czech Republic (AIS CR) is responsible for the collection and dissemination of information for the territory of the Czech Republic and the relevant airspace. The aeronautical information is provided in the form of the Integrated Aeronautical Information Package. Detailed description can be found in ICAO ANNEX 15, ICAO Annex 4 and ICAO Doc8126 documents on international level, and in L15 and L4 Regulations, Act No 49/1997 Coll. Civil Aviation and Regulation No 108/1997 Coll. on state level.

2.2. Integrated Aeronautical Information Package

Integrated Aeronautical Information Package (IAIP) is set of publications, charts and documents consisting of the following elements:

- Aeronautical Information Publication (AIP)
- Amendment service to the AIP (AIP AMDT)
- Supplements to the AIP (AIP SUP)
- Aeronautical Information Circulars (AIC)
- NOTAM and Pre-flight Information Bulletins (PIB)
- Checklist and lists of valid NOTAM

Checklist and lists of valid NOTAM, NOTAM and Pre-flight Information Bulletins (PIB) are not part of the scope of this document neither of the System. Therefore Checklist and lists of valid NOTAM, NOTAM and PIB are not covered by using the acronym "IAIP" hereinafter.

2.2.1. Aeronautical Information Publication (AIP)

The AIP is the basic publication containing permanent aeronautical information and long duration temporary changes significant for air traffic. The AIP consists of the following sections:

- GEN General
- ENR En-Route
- AD Aerodromes

The AIP of the Czech Republic is published in two volumes:

- volume VOL I contains GEN and ENR parts of the AIP;
- volume VOL II contains standardized part AD of the AIP (i.e. without VFR AD).

All volumes are in the form of the bilingual text of the Czech and English languages.

Integral part of the AIP are the following types of charts (ICAO standardized charts are identified by the acronym "ICAO"):

- Enroute Chart ICAO
- Prohibited, Restricted, Temporary Reserved, Temporary Segregated and Danger Areas Index Chart
- Coverage With a Signal VOR/DME B-RNAV Chart
- Radio Facility Index Chart
- Aerodrome Index Chart
- Aerodrome Chart ICAO
- Aircraft Parking/Docking Chart ICAO
- Aerodrome Ground Movement Chart ICAO
- Parking Stands and Taxiing on Apron
- Aerodrome Obstacle Chart ICAO Type A
- Aerodrome Terrain and Obstacle Chart ICAO (Electronic)
- Precision Approach Terrain Chart ICAO
- Area Chart ICAO (arrival / departure and transit routes)
- Standard Departure Chart Instrument (SID) ICAO

- Standard Arrival Chart Instrument (STAR) ICAO
- Instrument Approach Chart ICAO
- Visual Approach Chart ICAO
- VFR Arrivals and Departures Chart
- Minimum Radar Vectoring Altitudes Chart
- Circling Approach Chart
- Noise abatement procedures chart
- Bird Hazard Concentration Areas

Note: The Aeronautical Information Service provides also Aeronautical Chart - ICAO 1:500 000 which is not an integral part of the AIP.

2.2.2. Amendment service to the AIP

Amendments to the AIP are made by means of sheets replacement. Two types of AIP Amendments are produced:

- regular AIP Amendment (AIP AMDT), issued as often as practical, on the indicated effective date incorporates permanent changes into the AIP;
- AIRAC AIP Amendment (AIRAC AIP AMDT, see hereinafter), identified by the acronym "AIRAC", issued in accordance with the AIRAC system, incorporates operationally significant permanent changes into the AIP on the indicated AIRAC effective date.

The effective date is defined as a date from which the information contained in the IAIP document (Amendment, SUP) is considered to take effect. The date when the IAIP or AIC document is released and disseminated by the AIS is defined as a publication date.

Amendment document contains the cover sheet(s) and sheet(s) to be replaced in the AIP. A brief description of the subjects affected by the amendment is given on the cover sheet. Each cover sheet includes also references to the serial number of those elements, if any, of the Integrated Aeronautical Information Package which have been incorporated in the AIP by the amendment and are consequently cancelled.

New information included on the reprinted AIP pages is marked by a vertical line. The place of deleted information is marked by a horizontal line. All pages of an Amendment are clearly marked to indicate by which Amendment it was published and the effective date.

AMDT and AIRAC AMDT are numbered successively and separately. AIRAC AMDT begins with number 1 each year.

AIRAC system

In order to control and regulate the operationally significant changes requiring amendments to charts, route-manuals etc., such changes whenever possible, will be issued on predetermined dates according to the AIRAC SYSTEM. This type of information will be published as an AIRAC AIP AMDT or an AIRAC AIP SUP. AIRAC information will be issued so that the information will be received by the user not later than 28 days before the effective date. At AIRAC effective date, a trigger NOTAM will be issued giving a brief description of the contents, effective date and reference number of the AIRAC AIP AMDT or AIRAC AIP SUP that will become effective on that date. If no information was submitted for publication at the AIRAC date, a NIL notification will be issued by NOTAM not later than on AIRAC cycle before the AIRAC effective date concerned.

2.2.3. Supplement to the AIP (AIP SUP)

The temporary changes of long duration (three months and longer) and information of short duration which consists of extensive text and/or graphics, supplementing the permanent information contained in the AIP, are published as AIP Supplements (AIP SUP). Operationally significant temporary changes to the AIP are published in accordance with the AIRAC system and its established effective dates and are identified clearly by the acronym "AIRAC AIP SUP".

AIP Supplements (regular or AIRAC) are numbered consecutively, beginning with number 1 each year. An AIP Supplement is kept in the AIP as long as all or some of its contents remain valid. The period of validity of the information contained in the AIP Supplement will normally be given in the supplement itself.

The checklist of AIP Supplements currently in force is issued on cover sheet of regular AIP Amendments.

AIP Supplements are in the form of the bilingual text of the Czech and English languages.

2.2.4. Aeronautical Information Circulars (AIC)

The Aeronautical Information Circulars (AIC) is standalone document containing information on long-term forecasts of any major change in legislation, regulations, procedures or facilities, information of a purely explanatory or advisory nature liable to affect flight safety; and information or notification of an explanatory or advisory nature concerning technical, legislative or purely administrative matters. AICs are issued in two series (A and C). AIC Series A contain information affecting international civil aviation and are given international distribution, while AIC Series C contain information affecting national aviation only and are given national distribution.

AlCs are numbered consecutively within each series, beginning with number 1 each year. A checklist of AlC currently in force is issued as an AlC twice a year.

AIC Series A is in the form of the bilingual text of the Czech and English languages, AIC Series C is in the form of the Czech language flow only.

2.3. Electronic AIP (eAIP)

The Electronic AIP (eAIP) is the composite electronic document defined by the ICAO Annex 15 document that allows the AIP, AIP Amendment, AIP Supplement and AIC for both displaying on a computer screen and printing on paper. The eAIP should be available on a physical distribution medium (CD, DVD,etc.) and/or online on the Internet. Generally it is based on a format that allows for digital data exchange.

The information content of the eAIP and the structure of chapters, sections and sub-sections follows the content and structure of the paper AIP (including AIP Amendment, AIP Supplement) and AIC.

For the purpose of this document the acronym "eAIP" means the Electronic AIP defined by the document EUROCONTROL Specification for the Electronic Aeronautical Information Publication (eAIP) (EUROCONTROL-SPEC-0146).

2.4. Aeronautical Data Quality - ADQ

The direct legal basis of the ADQ IR is found in the Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European air traffic management network (the interoperability Regulation)1, and specifically within Article 3(1), which states that Implementung Rules (IR) for interoperability shall be drawn up, whenever necessary, to achieve, in a coherent way, the objectives of the interoperability Regulation.

Commission Regulation (EU) No 73/2010 (hereinafter reffered as "ADQ IR") laying down requirements on the quality of aeronautical data and aeronautical information for the Single European Sky (also known as ADQ Regulation) entered into force on 16 February 2010 and is applicable, for most of its provisions, since 1st July 2013 and 2014.

ANS CR is one of the regulated parties listed in ADQ IR and the system will be the main system for origination, production, storage, handling, processing, transfer and distribution of aeronautical data and aeronautical information.

According to ADQ IR, Article 2.1, regulated data are:

- (a) the integrated aeronautical information package as defined in Article 3(7) made available by Member States, with the exception of aeronautical information circulars;
- (b) electronic obstacle data, or elements thereof, where made available by Member States;
- (c) electronic terrain data, or elements thereof, where made available by Member States;
- (d) aerodrome mapping data, where made available by Member States.

ADQ requirements are listed it the following subchapters and also in other chapters according to its logical inclusion.

The new System shall be fully compliant with all relevant requirements arising from this regulation and shall prove fulfillment of all requirements for quality of aeronautical data and aeronautical information in terms of accuracy, resolution and integrity as prescribed in ADQ-IR and in Common Understanding

04/2013: Commission Regulation (EU) 73/2010 and Exchange of Electronic Terrain Datasets and Common Understanding 03/2013: Scope of Article 6(1) of the Commission Regulation (EU) 73/2010.

2.5. IAIP and AIP acronym usage

For the purpose of this document the "AIP" or "IAIP" acronym covers both paper and electronic (eAIP) version if not explicitly specified otherwise.

For the purpose of this document this "IAIP" acronym convention is used:

- "IAIP Document" means document amending (AMDT, AIRAC AMDT) or supplementing (SUP, AIRAC SUP) the AIP, and/or aeronautical circular (AIC) document, valid to the given publication or effective date (including AMDT, AIRAC AMDT and SUP documents already published but not in effective yet);
- "IAIP Version" means the AIP including Supplements and AICs valid to the given effective date;

"IAIP Release" means the IAIP Version effective to the given publication date covering all IAIP Documents including eAIP (covering eAIP versions to the given publication date and all future effective dates of IAIP Documents covered by this IAIP Release).

2.6. AIS CR present configuration

Description of present configuration of the Aeronautical Information Service of the Czech Republic (AIS CR).

AIS CR consists of secretariat and 3 departments:

- Secretarial services *
- Cartography Department
- Aeronautical Publication Department
- Reprography and Distribution Department *
- International NOTAM Office (NOF) *

2.6.1. Secretarial services roles

- supporting AIS and Head of AIS in general
- receiving paper (postal items) and email documents from originators (requirements to IAIP amendment), legal records of their receive (internal documents evidence)
- distribution of the paper origins (incl. printed emails) to the Cartography and Aeronautical Publication departments
- 2x **technical administrators** for IT systems within AIS (HW / SW maintenance, installation, system operational maintenance)

2.6.2. Reprography and distribution department roles

- printing: receive finalized AIP, AIP SUP and AIC documents (pdf) for print. Print jobs are separated by the page format and by the colour (colour print or b/w print).
- electronic version of the IAIP on the CD/DVD production (only burn media from images prepared by Aeronautical Publication Department)
- completion of published documents and CD/DVD and distribution (prepare postal items)

2.6.3. Cartography Dep. and Aeronautical Publication Dep.

CARTOGRAPHY DEPARTMENT

AERONAUTICAL PUBLICATION DEPARTMENT

^{*} not part of the new System implementation, with exception of technical administrators at Secretarial services and with exception of the Reproghraphy and Distribution Department (receiving pdf to be printed / CD/DVD image to be produced and final distribution of printed documents)

Head (Publishing Manager) Head (Cartography Manager) + 1 AIP editor (AIP & AIP SUP) + 2 editors + 2 AIC editors = 3 people in total + 2 operational administrators = 7 people in total **Publishing Manager** roles: **Cartography Manager** receive origins: receive origins: o from secretariat o from Secretarial services o from NOF (origins of PERM NOTAMs from NOF (origins of PERM NOTAMs already issued to be incorporated into AIP, already issued to be incorporated into IAIP) long duration temporal NOTAMs already issued to be incorporated into AIP SUP) in cooperation with the Publishing Manager in cooperation with the Cartography Manager analyses the origins (IAIP impact), incl. analyses the origins (IAIP impact), incl. communication with originators (ambiguous communication with originators (ambiguous origins, conflicts in IAIP, ...) origins, conflicts in IAIP, ...) assigns tasks to publishing editors assigns tasks to cartography editors validates (approve): validates (approve): o data changes in AIS database performed by o data changes in AIS database performed by cartography editors publishing editors o charts changes performed by cartography charts changes performed by cartography responsible for final check of: responsible for final check of: o the data changes in AIS database performed the data changes in AIS database performed by cartography editors by cartography editors o the charts printed by Reprography and o the AIP, SUP and AIC pages printed by Reprography and Distribution Department Distribution Department the final IAIP version and Amendment document to be issued (incl. cover page of the amendment, checklists and table of contents, charts from the Cartography Department incorporated to the document) - in cooperation with the Cartography Manager in cooperation with the Publishing Manager responsible for: responsible for: EAD data exchange (private slot opening, EAD data exchange (private slot opening, data sending, slot checks and slot closing, data sending, slot checks and slot closing, slot conflicts solving) slot conflicts solving) o finalizing documents for publication in the o **finalizing** documents for publication in the AIS system (amendment of the IAIP) AIS system (amendment of the IAIP) Remark: the common practice for both EAD data Remark: the common practice for both EAD data exchange and finalizing - on a "rota basis" with the exchange and finalizing - on a "rota basis" with the Cartography Manager (1 AIRAC cycle is the Publication Manager (1 AIRAC cycle is the responsible person the Cartography manager, the responsible person the Cartography manager, the next AIRAC cycle is the responsible person the next AIRAC cycle is the responsible person the

Publishing Manager)

Publishing Manager)

Cartography Editors (2 people) AIP Editor (1 person) within the scope of tasks assigned by the within the scope of tasks assigned by the Charting Manager: Publishing Manager: o data maintenance in AIS database (incl. o data maintenance in AIS database (incl. AIXM data coding) AIXM data coding) o charting o textual pages of the AIP & AIP SUP amending o cover page of the amendment document o checklists and table of contents update based on information from Cartography Department about charts to be included to the amendment document operative communication with originators (finally operative communication with originators (finally must be approved by the Cartography Manager) must be approved by the Publishing Manager) charts in pdf generation (to be validated by the AIP & AIP SUP pages in pdf generation (to be Cartography Manager) validated by the Publishing Manager) charts in pdf sending to the Reprography and AIP & AIP SUP pages sending to the Distribution Department for printing and Reprography and Distribution Department for distribution printing and distribution AIC Editors (2 people) within the scope of tasks assigned by the Publishing Manager: o AIC preparation using MS Word o AIC conversion from MS Word into pdf Operational Administrators (2 people) belongs to the Aeronautical Publication **Department**, but providing the service to the both Cartography and Aeronautical Publication Department both Operational Administrators have the same role as the AIP Editor, i.e. within the scope of tasks assigned by the Publishing Manager: o data maintenance in the AIS database (incl. AIXM data coding) textual pages of the AIP & AIP SUP amending electronic version of the IAIP finalization partially the same role as the Cartography Editor, i.e. within the scope of tasks assigned by the Charting Manager: o data maintenance in AIS database (incl. AIXM data coding) o charting (technically able to but not AIS licensed to the Cartography position) in cooperation with Cartography and Publishing Managers responsible for operational settings of the AIS system (i.e. for both Cartography and Publishing Departments): o roles and users definition AIS database configuration (AIXM model.) attributes, rules, checking settings) o rules for AIP / AIP SUP textual pages generation (data form AIS database into AIP / AIP SUP pages) o symbolization and data extraction rules for charting (data form AIS database into charts) o data extract rules definitions (data from AIS database into other systems and users)

lote

Technical Administrators (2 people)

- belongs to the Secretarial Services of the AIS
- in cooperation with the Cartography and the Publishing Managers and the Operational Administrators responsible for **technical settings** of the AIS system (HW / SW maintenance, workstation configuration and installation, EAD communication and security issues, AIS systems and data backup and restoration)
- in cooperation with Operational Administrators:
 - data extracts maintenance from AIS database into other ANS CR systems and external users, incl. network/LAN issues
 - web pages administrations (intranet, internet)

3. AIM Production System

The main function of the System is to manage the static data and the IAIP (including the IAIP Documents), generate them, store them in the repository and publish and disseminate output data and documents.

Some operations or functionality of the System are required as "automatic" in this User Requirements document, which means the System will enable, offer and/or notify the user to perform the specific operation automatically and will require user's confirmation to perform it.

Operations or functionality of the System required as "automatically generated" in this User Requirements document means the System will enable, offer and/or notify the user to perform the specific operation automatically and will require user's confirmation to perform it but there is no necessity to edit the results of such operation with exception of label arrangement in chart layout (e.g. automatically generated table of ENR 3 ATS Routes means the table can be used without further user's intervention or arrangement after generation).

3.1. General functionality requirements

FUN-01 The System shall support both paper (printed) and electronic version of the IAIP publishing.

FUN-02 The System shall provide the production functionality for IAIP in both paper (AIP, AIC) and electronic version (eAIP) and electronic data exchange in the scope of the:

- Aeronautical Information Publication (AIP)
- Amendment service (AMDT) to the AIP (AIP AMDT, AIRAC AIP AMDT)
- Supplement (SUP) to the AIP (AIP SUP, AIRAC AIP SUP)
- Aeronautical Information Circulars (AIC)
- electronic data exchange within AIM environment

FUN-03 The electronic version of standardized part of the IAIP (GEN, ENR and AD) shall be conformal with Eurocontrol eAIP Specification.

FUN-04 The System shall provide the following main functions:

- SDD data input function (incl. data import function)
- SDD data maintenance and change management function
- AIP / eAIP production function (as part of the IAIP)
- chart production function (as part of the IAIP)
- customizable chart production function (outside the scope of the IAIP)
- electronic data EAD exchange function
- electronic data output function (data export function)
- eTOD data management function

3.2. IAIP production workflow

IAIP production workflow means the awaited workflow set to build an IAIP Release.

WFL-01 The System should allow each workflow procedure implemented in the System to be compliant with respective Eurocontrol SDP procedure.

The coordinator first creates a set of workpackages. Workpackages refer to logical part of work on the documents needed to build the final IAIP Release. This allows the user to divide the work to a set of smaller tasks performed by different users of the System.

The coordinator creates and assigns workpackages to editors.

The editors perform the work assigned to them.

When the work of all workpackages has been performed the coordinator prepares the draft of the IAIP Release including all documents.

The coordinator prepares the draft of final IAIP Release including all IAIP Documents.

A quality controller reviews the draft of final IAIP Release files. This function consists in verifying all the works has been performed and the draft of final IAIP Release can be published that form. In case of

errors the work is returned to the editors to perform modifications. Otherwise the quality controller changes the status of IAIP Release from draft to final.

The coordinator performs the dissemination function to finalize the IAIP amendment process and IAIP Release dissemination. The dissemination process consists in:

- paper format document release;
- electronic files for CD/DVD format release;
- electronic files for web site format release.

The System shall enable to perform in the appropriate stage of the process:

- electronic data & files exchange with EAD & PAMS;
- electronic data & files release for AIM environment data exchange.

4. Technical Requirements

4.1. General requirements

- GEN-01 The System shall be designed using the state of the art technologies having potential to meet future developement and future requirements of the AIM domain.
- GEN-02 The System shall support Unicode characters.
- GEN-03 The System shall support the AIXM Specification version 4.5 and AIXM Specification 5.1 (including GML 3.2 / ISO 19100).
- GEN-04 The System shall allow migration to a newer AIXM Specification in the future.
- GEN-05 The System shall support the eAIP Specification 2.0.

4.1.1. User interface requirements

- GEN-06 The System shall have graphical user interface designed for intuitive operations.
- GEN-07 The System should provide an (on-line) help functionality to assist users with the System usage.

4.1.2. User roles and user management

- GEN-08 The System shall allow setting up specific users roles in charge to perform specific works in the production workflow.
- GEN-09 The System shall allow setting up specific user groups in charge to organize users on user rights.
- GEN-10 Each user group shall be associated with a set of user rights.
- GEN-11 Each user shall belong to user group.
- GEN-12 Each user shall be identified by a user name.
- GEN-13 Access to the System shall be allowed only by passing login functionality using a password verification.
- GEN-14 The System shall allow managing the users, user groups and user roles (e.g. list, create, delete, change).
- GEN-15 The System shall use at least the following user rights:
 - creation user right (e.g. create new document AMDT, SUP, AIC; create new chart; create new section or chapter)
 - read-only user right (e.g. viewing/observing the aeronautical data)
 - modification / editing user right (e.g. data modification; chapter / text modification; chart modification, template modification)
 - coordinator user right (e.g. workpackage definition; workpackage creation; workpackage association to the user; workpackage management; change status of IAIP Release to draft)
 - approving user right (e.g. CAA approve role over the change requests, see 4.1.5)
 - quality control user right (e.g. change status of data to verify; change status of template to verify; change status of IAIP Document between draft and final to complete the IAIP Release)
 - dissemination user right (e.g. final IAIP Release dissemination process execution)
 - repository management user right (e.g. binary file modification / download / upload)
 - templates customization user right (e.g. create and modify templates of charts; create and modify templates of chapters; create and modify templates of AIC and SUP documents)
 - administrator top level right (e.g. user management; user group management; user rights to user group association management; the System configuration)

Note: The user rights specified in this document may be divided into more specific elementary rights or divided on separate System modules (data, charting, texts) if applied.

4.1.3. Collaborative work

- GEN-16 The System shall allow different users to edit different IAIP Release at the same time (e.g. the first editor edits Non-AIRAC Amendment, another one edits AIRAC AMDT).
- GEN-17 The System shall manage the conflicts during editing of the same document (file, chapter / chart) within different IAIP Release having different effective dates (e.g. the first editor edits chapter ENR 2.2 within the Non-AIRAC Amendment, another editor wants to open and edit the same chapter within the AIRAC Amendment with the same publication date but having latest effective date at the same time).
- GEN-18 The System shall allow different users to edit the same IAIP Release at the same time (e.g. the first editor edits chapter ENR 2.2, the second one edits chapter GEN 1.2 at the same time, the third editor edit the chart ENR 6.1.1, another one edits AIC, etc.).
- GEN-19 The System shall support the collaborative workflow and simultaneously use in order to enable a concurrent access to the documents (files) by different users (e.g. different editors want to display and view the same chapter at the same time).
- GEN-20 The System shall manage the conflicts during concurrent access to the same document (file, chapter / chart) within the same IAIP Release (e.g. the first editor edits chapter ENR 2.2, another editor tries to open and edit the same chapter at the same time).
- GEN-21 The System shall offer user-interface to the user to assist in solving workflow conflict (e.g. who is concerned, identify and display user's and conflict versions, status of versions in conflict, should allow the user to merge both user's versions).

4.1.4. Workflow management

- GEN-22 The System shall contain the workflow management functionality to manage the production workflow and cover all processes from data raw input to the final IAIP Release generation.
- GEN-23 The configuration of the workflow processes shall cover both the internal (AIS staff) and external (data origination, see 4.1.5) users.
- GEN-24 The System shall allow authorized user to configure the workflow as sequence of tasks (workpackage) to be performed to create the IAIP Release.
- GEN-25 The System shall allow the production tasks to be divided by authorized user into workpackages.
- GEN-26 The System shall allow authorized user to assign the workpackage to particular users with appropriate user rights.
- GEN-27 The user roles and users management shall cover both the internal (AIS staff) and external (data origination, see 4.1.5) user roles and users.
- GEN-28 The workflow management functionality shall allow the user to define at least the following scope of processes:
 - receiving requests and raw data
 - processing requests and raw data
 - authorizing requests and data
 - choose publication method (select appropriate IAIP Document)
 - maintaining data (change, import, delete)
 - quality checking (verification, validation)
 - generating IAIP Release (IAIP Documents)
 - disseminating IAIP Release (IAIP Documents)
- GEN-29 The workflow management functionality shall be fully configurable in the terms of defining the sequence of the processes, in the terms of the user rights level to perform specific process and to verify or aprove process results and in the terms of the responsibility of the users to perform specific process (e.g. data can be modified by specific user or user having specific user rights, inserted data checks must be performed by user having quality control user right before further processing, all requests with matching effective date demanded / assigned must be treated before final document release validation process can be activated, ...).

- GEN-30 The workflow management functionality shall support automatic notification (incl. email notification) towards specific (defined) target project dates or defined events and shall allow the user to create a report on the status of the task (e.g. uncompleted and outstanding tasks, notify user of assigning the task, etc.).
- GEN-31 The workflow management functionality shall be fully integrated across the system.

4.1.5. Data originators integration

- GEN-32 The System shall allow the data originators to submit data change requests (requests for publication of aeronautical data / aeronautical information and requests for amendments to the IAIP) through the internet.
- GEN-33 The System shall allow the data originators to submit data change requests by three interfaces:
 - using input forms portal (web forms): originators can manually enter data into a configurable web form and attach structured or unstructured data files;
 - email box: originators can send e-mails with attached structured or unstructured data files;
 - Web Service: originators can use submit structured or unstructured data files via a system-tosystem interface.
- GEN-34 The System shall allow the data originators (incl. internal users / AIS staff) to automatically trace the process of submitted requests from external users. The System shall contain functionality of announcing external users about the status of their submitted requests by email or by records accessible after their login in the input forms portal interface.
- GEN-35 The data originators shall be able to manage the creation of new data request, its management and the submission into the system.
- GEN-36 The System shall enable the data originators to add to their change request a references to the IAIP parts (AIP chapters / sections or charts) affected by the change request.
- GEN-37 The input forms portal shall allow the data originators to change SDD data through input forms. The input forms should follow design and functionality of internal AIS user interface (GUI/HMI) of the System dedicated to the SDD data maintenance, including the 2D or 3D visualisation capability (if related change request has geografical representation). (DAL-DE-210, DAL-DE-220)
- GEN-38 The input forms portal shall allow the data originators to attach to the change request file attachements with raw data or plain description of the requested amendment (e.g. XML file with data to import, pdf file, doc file, xls file, ...).
- GEN-39 The System shall allow the user to automatically import structured data attachements into the SDD database for futher process within AIS internal workflow, incl. verification and validation (e.g. import AIXM data file).
- GEN-40 The input forms portal shall ensure the authorization of the data originators for accessing the portal.
- GEN-41 The input forms portal shall allow internal authorized users (AIS staff) to define external user roles (data originators) and their mandate to change specific aeronautical data in SDD database and specific part of the IAIP (specific chapter or section of the AIP, specific chart).
- GEN-42 The System should allow the data originators or other defined (external or internal) users visual authorizing of changes based on the relevant IAIP part (textual chapter, chart).
- GEN-43 On receipt of data, the System shall be able to verify that source data is from an authorized and approved source. (DAL-DE-040)
- GEN-44 The System shall enable to verify that for data received by means other than electronic and/or where manual entry of the data is required, the entered data shall be checked against the source data. (DAL-DE-100)

4.1.6. Approval role of the special users

GEN-45 The System shall allow defining a group of internal or external users with approving right to approve the specific change request submitted by the data originator, incl. viewing the

- content of the change reguest, its status, its attachements and with possibility to add a comment. (e.g. CAA or other state authority marks off in the web form the request submitted by aerodorme operator is or is not approved to processing and add a comment to the request int the web form)
- GEN-46 The System shall allow defining the specific AIP parts (AIP section, charts) to ensure that submitted change request affecting that specific AIP parts will be aproved by the specific user from the defined group or groups of users. (e.g. after submitting the change request affecting the chapter GEN 3.5.1 by the data originator, the change request shall be viewed and approved by one user from the CAA Users Group and by one user from the Ministry of Transport user group; or e.g. after submitting the change request affecting the part LKxx AD 2.18 by the data originator, the change request shall be viewed and approved by one user from the Ministry of Transport user group)
- GEN-47 The System shall notify to the data originator about approval/rejection of submitted change request. (see GEN-30)
- GEN-48 The System shall allow the user to report the listing (history) of the access of specified external user to the input forms portal (incl. the status of the requests and approving status in case of request requiring the approval of the user with the approving rights).
- GEN-49 The System shall allow the user to report the listing (history) of the access to the specified change request (incl. the status of the request and approving status in case of request requiring the approval by the user with teh approving rights).

4.1.7. Aeronautical Data Quality control function

- GEN-50 The System shall allow the user to perform for each data feature type verification procedures to validate the conformity with the accuracy, resolution and completeness requirements (e.g. business rules validation process, see 4.3). (DAL-DE-160)
- GEN-51 The system shall support configuration of business rules that can be applied to run against aeronautical data and aeronautical information, to ensure aeronautical data and aeronautical information consistency.
- GEN-52 The data collection process shall be composed of multiple validation steps where the System supports operators in validating the requests until the data changes are stored in the SDD database. The validation steps composing the process are:
 - a) the integrity & security checks, that system automatically verifies that:
 - data source check: to ensure that data are coming from an authorized source;
 - data integrity ensuring (e.g. CRC32Q, digital signature, ...) for all structured and unstructured data received;
 - data validation: the System shall support a first level of data validation performing a set of automated checks;
 - schema check: data are in the right format and in compliance with the defined data schema;
 - data check: all the required attributes have been provided;
 - metadata check: mandatory metadata have been provided and their values comply with the defined requirements.
 - b) the configurable policies to manage validation failures (e.g. request rejection, warning messages etc.)
- GEN-53 The System shall contain review functionality in order to review the status of modified data and the status of draft and final versions of IAIP Release.
- GEN-54 The System shall allow the relevant user (quality controller) to verify, aprove or refuse the results of given process and accept the draft version of the IAIP Release (change its status from draft to final) or refuse it (return it to editors to perform modifications).
- GEN-55 The System shall allow the quality controller to store comments associated with the draft versions.

4.1.8. Log recording function

- GEN-56 The System shall record log for all actions performed by users for legal purposes and backward traceability.
- GEN-57 The System shall enable the traceability for each data item during its period of validity and for at least 5 years following the end of that period or until 5 years after the end of the period of validity for any data item calculated or derived from it, whichever is later. (ADQ-IR Article 9 paragraph 2)
- GEN-58 The System shall allow the user to detect data in the database which are still valid to the selected effective date and which are also unchanged from the date of initial load. (ADQ-IR Article 9 paragraph 2 to determine the point it will be permissible to delete archived data from preceding database and publication systems)

4.2. IAIP production requirements

- PRD-01 The System shall support the production of AIP.
- PRD-02 The System shall support the production of AIRAC and non AIRAC amendments (AIP AMDT, AIRAC AIP AMDT).
- PRD-03 The System shall support the production of AIRAC and non AIRAC supplements (AIP SUP, AIRAC AIP SUP).
- PRD-04 The System shall support the production of AIC documents in different series (e.g. AIC A, AIC C).
- PRD-05 The System shall provide the following main functions for the production:
 - create / edit / modify the AIP (incl. SUP), AIC, AMDT using data and information from the repository
 - publish the AIP, AIC (e.g. final output pdf files)
 - publish the eAIP
- PRD-06 The System shall allow the user to automatically update the respective document, chapter or chart when related template is modified.

4.2.1. IAIP Release and IAIP Documents management function

- PRD-07 The System shall allow the user to modify IAIP (data, text sheets or chart sheets) through IAIP Documents.
- PRD-08 The System shall allow the user to prepare IAIP Release and IAIP Documents in advance.
- PRD-09 The System shall allow the user to prepare IAIP Releases in parallel. (e.g. AMDT and AIRAC AMDT)
- PRD-10 The System shall guarantee the consistency of IAIP Release parallel versions. (e.g. chart or page amended by the published AIRAC AMDT cannot be changed before the effective date of that AIRAC AMDT by another AMDT document)
- PRD-11 The System shall allow the user to set up determinative information of the document (document type, publication date, effective date).
- PRD-12 The System shall allow the user to automatically generate serial numbers proposal of respective documents on ICAO Annex 15 requirements.
- PRD-13 The System shall allow the user to modify the proposed serial number of respective documents on ICAO Annex 15 requirements.
- PRD-14 The System shall allow the user to define the document as AIRAC or Non-AIRAC and should indicate the AIRAC effective date used for AIRAC document (AMDT and SUP type of document).
- PRD-15 The System should offer a calendar with AIRAC effective dates to be used during document creation.
- PRD-16 The System shall automatically update the page header and footer information with relevant data (textual page or chart page of the AIP):

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- page number;
- chart number or name;
- effective date;
- amendment identification (type, number and year).

Note: Changed pages are pages on which information are changed, but also pages where are not changed information, but where content of page was changed due to movement of text/tables from/to preceeding page.

PRD-17 The system shall allow the user to customize the header and footer content and format.

4.2.2. Integrity and conflict management

- PRD-18 The System shall manage the integrity of IAIP (IAIP Release and IAIP Documents) and guarantee the integrity of data/information in SDD database and IAIP.
- PRD-19 The System shall ensure the consistency between aeronautical data or aeronautical information which is duplicated within IAIP (including IAIP Release and/or IAIP Documents). (DAL-CT-010)
- PRD-20 The System shall provide the functionality of managing the impacts of data in the SDD database modification on IAIP (e.g. list of affected pages or charts).
- PRD-21 The System shall offer to the user displaying of changes on the pages or charts (e.g. change of data inserted as reference to the SDD database, cross-referencies, ...) highlighting changes by the change bars and highlighting with different colors/formats deleted or inserted text.
- PRD-22 The System shall offer the user a user-interface to assist in solving data conflict (e.g. who is concerned, identify and display user's and conflict versions, status of versions in conflict, should allow the user to merge both user's versions).

4.2.3. Import / export function

- PRD-23 The System shall be able to import data to SDD database in AlXM format in the Update and Snapshot shape (AlXM 4.5 and 5.1 as the minimum).
- PRD-24 The System shall be able to import data to SDD database in ARINC424 format (ARINC424-19 as the minimum).
- PRD-25 The System should be able to import data to SDD database in CSV or other text-based format.
- PRD-26 The System shall allow determining effective date of imported data.
- PRD-27 The System shall be able to export data from SDD database in AlXM format in the Update and Snapshot shape (AlXM 4.5 and 5.1 as the minimum).
- PRD-28 The System shall be able to export data from SDD database in ARINC424 format (ARINC424-19 as the minimum).
- PRD-29 The System should be able to export data from SDD database in CSV format or other customizable format.
- PRD-30 The System shall allow the user to define and to manage data-export templates (data-export definitions) for exporting functionality (i.e. to produce data-exports).
- PRD-31 The System shall enable the user to define the range of data to be exported (all domains or selected domains).
- PRD-32 The System shall enable the user to define the filter data which do not meet the quality criteria requirements laid down in the ADQ IR and/or are only for internal use (e.g. THR coordinates of VFR aerodromes measured from chart or received from data originator but not surveyed with required quality).
- PRD-33 The System should offer the user a user-interface to display changed data-exports to the selected effective date (to determine the data-export which is necessary to perform to the selected effective date).

- PRD-34 The System shall be able to export data to defined repository (server directory) for access to the authorized users or systems (outside the scope of the System) for further processing (e.g. data distribution). The generated data files shall be protected by hash code to be protected from unintentional change (e.g. MD5 hash code protection).
- PRD-35 The System shall be able to define exporting process within workflow management (see 4.1.4 Workflow management) to ensure the data will be exported to defined repository (server directory) in defined phase of IAIP Release production process (e.g. after final IAIP Release validation).
- PRD-36 The System shall be able to import / export geographical data in the following formats as the minimum:
 - DGN (Microstation Design files)
 - DWG/DXF (AutoCAD)
 - SHP (ESRI Shapefiles)
 - CSV (Comma Delimited .csv files)
 - DBF (dBASE DBF files)
 - MDB (Microsoft Access files)
 - TXT (Delimited ASCII files)
 - XLS/XLSX (Microsoft Excel files)
 - Raster image files (*.tif, *.bmp, *.gif, *.jpg, *.png, *.psd, *.wmf, *.emf)
 - USGS DEM / DTED files (*.dem, *.dt0, *.dt1, *.dt2)
 - GML/XML (Geographic Markup Language)
- PRD-37 The System shall be able to connect data available through WFS (Web Feature Server) and WMS (Webmap Server) services.

4.2.4. The Search functionality

- PRD-38 The System shall provide search functionality throughout the SDD database and throughout the IAIP.
- PRD-39 The search functionality should allow the user to define search criteria (e.g. effective date-time interval to search; document type; user name under the change was performed).
- PRD-40 The search functionality shall provide the following information:
 - a list of objects stored in the SDD database containing the searched string;
 - a list of parts (chapters / paragraphs / elements, charts) of the IAIP containing the searched string;
 - a list of draft or finalized IAIP Documents containing the searched string.
- PRD-41 The search functionality shall allow the user to display the located objects from SDD database or IAIP Document for review.

4.2.5. The History and life cycle functionality

- PRD-42 The System shall allow the user to trace life cycle (history, changes and user operations) of all the aeronautical data and aeronautical objects stored in the System.
- PRD-43 The System shall enable to store relevant data about changes and user operations, including:
 - user identification:
 - event date and time;
 - event (e.g. change data, change status)
 - old and new value (when changing data);
 - the origin of the modification;
 - user's comments concerning the operation or data change.
- PRD-44 The System shall allow the user to display the history of the object from SDD database or element of the IAIP Document (e.g. history of changes, date-time of creation, user name under the change was performed).

- PRD-45 When data values (incl. measured, calculated or derived data) or IAIP parts (texts, chapters, pages, charts or documents) are withdrawn they shall not be physically deleted from the System but marked in a way such that (DAL-DP-070):
 - the deletion information of the data value can be passed on to the next user; or
 - the information about the deletion process (when, who and the corresponding facts) are available.

4.2.6. Repository organization and electronic archive function

- PRD-46 The System shall include a repository where all IAIP Documents, IAIP Versions and custom charts (charts outside the scope of the IAIP) are stored and which is used by all parts of the System (e.g. text-based files, binary files, graphics, styling and script files, final pdf files, etc.). Note: Such a repository does not have to consist of a single physical storage.
- PRD-47 The System shall allow the authorized users to export selected parts of IAIP in the repository (archive) for further use (e.g. copy parts of past versions for reusing / importing them to a new IAIP Version / IAIP Document).
- PRD-48 The System shall allow the authorized users to browse the repository (archive) structure to access final pdf files of the past (effective dates in the past), the currently effective and future (already published) IAIP Versions and its parts (chapter and chart files), all related IAIP Documents (AMDT, SUP and AIC files) and custom charts (outside the scope of the IAIP), all including current draft versions (work still in progress).
- PRD-49 Aeronautical data and aeronautical information shall be given an appropriate level of security protection when stored to ensure that the data cannot be accidentally changed or subjected to unauthorized access and/or alteration at any stage (ADQ-IR Article 9 paragraph 1 / ADQ-IR Annex VI).

4.3. Static Data Database (SDD)

- SDD-01 The System shall allow a storage of all SDD data required to produce IAIP (to produce documents and charts) and other non-AIP data.
- SDD-02 The System data management functionality shall be based on RDBMS system.
- SDD-03 The aeronautical objects (entities) stored in the System data storage shall be accessible for users by graphical user interface (GUI/HMI).
- SDD-04 The System shall allow the user to browse the SDD database in a logical / structured way.
- SDD-05 The aeronautical objects (entities) stored in the System data storage shall be defined in the shape allowing the AIXM model interpretation (export / import) and AIXM standard features (AIXM lexicon) shall be used whenever possible.
- SDD-06 Every aeronautical data stored in the System data storage shall have the metadata record describing their status and validity according to AIM convention: publish date, effective date, validity period (if applicable), way of publishing (IAIP Document).
- SDD-07 Only one version of every aeronautical data stored in the System data storage shall be in force at a given time.
- SDD-08 The System shall allow the user to manage the geographical representation of the aeronautical data and aeronautical objects (entities) stored in the System (e.g. coordinates of significant points, complex shapes of routes or airspaces, altitude profiles, etc.).
- SDD-09 The System shall allow the user to create a new aeronautical object (entity).
- SDD-10 The System shall allow the user to create a new aeronautical object (entity) from already existing entity (copy / duplicate).
- SDD-11 The System shall allow the user to create new version of aeronautical object (entity, data) by modifying already existing aeronautical object (entity, data).
- SDD-12 The System shall allow the user to end validity of the aeronautical object (entity, data) off.
- SDD-13 The System shall manage and guarantee the integrity of data in SDD database and IAIP Documents.

- SDD-14 The System shall allow the user to display and evaluate the changes on aeronautical data (differences of aeronautical entity or data versions).
- SDD-15 The System shall allow the user to visualise aeronautical objects with geographical representation in 2D view. (DAL-DE-210)
- SDD-16 The System should allow the user to visualise aeronautical objects with geographical representation in 3D view. (DAL-DE-220)
- SDD-17 The System shall allow the user to display the differences between published and working versions during the evaluating the changes of aeronautical data and objects.
- SDD-18 The System shall contain syntactic and semantic checks based on the AIXM definition, business rules and data type (for data complying to AIXM model lexicon).
- SDD-19 The System shall allow the syntax and semantic validation of the entered or modified data.
- SDD-20 The System shall allow the user to add, delete or modify the syntactic and semantic validation rules for data fields.
- SDD-21 The System shall allow the user to add, delete or modify the business rules for data fields.
- SDD-22 The System shall contain checking mechanism of filling of mandatory and conditionally mandatory fields based on the AIXM definition and business rules (for data complying with AIXM model lexicon).
- SDD-23 The System shall allow the user to add, delete or modify the mandatory status of data fields (e.g. change from mandatory to optional and vice versa).
- SDD-24 The System shall contain predefined values functionality for data fields (e.g. combo or list boxes) based on the AIXM definition and business rules (for data complying to AIXM model lexicon).
- SDD-25 The System shall allow the user to add, delete or modify the predefined values for data fields (e.g. modify the combo or list box for the data field).

4.3.1. Standard and AIXM data fields extensions

SDD-26 The System shall allow the user to add, remove and modify a supplementary data fields to match special purposes (e.g. language alternatives, remarks, alternative unit of measurement, ...) and use them for IAIP Release generation (within IAIP, charting, text as standard data fields) and AIXM 5.1 data exchange as AIXM extensions.

4.3.2. Foreign and imported data management functionality

- SDD-27 The System shall allow the user to manage foreign data in the same accuracy and range as local ones.
- SDD-28 The System shall distinguish the national data for which the AIS Czech Republic is responsible for and the foreign data.
- SDD-29 The System shall allow the user to import foreign data either by the standard Import functionality (see 4.2.3) or from EAD.
- SDD-30 The System shall distinguish the national AND foreign data on country border or in other area of responsibility based on geographical criteria defined by user to be able to filter the data when using it within AIP or to be able to filter the data when performing Import / Export operations.
- SDD-31 The System shall allow the user to display changes and filter between data already stored in the System and imported data to recognize differences and to filter them.
- SDD-32 The System shall allow the user to manage import of the data to filter data on selected criteria (e.g. filter data already stored in the System when it it is intended to import only new data).

4.3.3. SDD data referencing

- SDD-33 The System shall provide the functionality to insert data to the document (to text, to chart) as references to the SDD database.
- SDD-34 The System should provide the editor with an intuitive and lucid assistance in creating references to the SDD database.
- SDD-35 The System shall allow a storage of the data which do not meet the quality criteria requirements laid down in the ADQ IR and/or are only for internal use (e.g. THR coordinates of VFR aerodromes measured from chart or received from data originator but not surveyed with required quality) and enable to mark and distinguish such data (e.g. to filter them when performing Import / Export operations, see 4.2.3; or to filter them when defining the datasets for automatically generated tables or sections, see 4.4.5).
- SDD-36 The System shall allow multiple formats of the inserted referenced data:
 - numbers rounding off (decimal place);
 - numbers formatting (numeral spacing, decimal point);
 - word declension.
- SDD-37 The System shall allow the user to create expressions from SDD database data (including data stored in different tables/entities) and insert them to the document (text, chart) as references to the SDD database (e.g. "1500" + "FT" + "GND" to insert as "1500 ft AGL", "WGE" as "WGS-84", VOR object collocated with DME as "VOR/DME <ID>").
- SDD-38 The System should allow the user to manage the references in the IAIP (e.g. a list of used references).
- SDD-39 The System shall automatically update referenced data in the IAIP and make the user create and publish IAIP Document to reflect the change of the referenced data change when data in the SDD database are changed.
- SDD-40 The System shall allow the user to insert multiple references within the same IAIP (IAIP Release) (e.g. same data items in one AIP Section or one chart).

4.4. Text processing

- TXT-01 The System shall allow the user to edit textual part of IAIP through text processing editing environment.
- TXT-02 The text processing environment shall allow the user to enter and format text, tables and graphics.
- TXT-03 The text processing environment shall allow the user to support inclusion of binary files in the standardized image format (e.g. JPEG, PNG, GIF, TIFF, BMP), image vector format (e.g. SVG, WMF) and charts from the repository.
- TXT-04 The text processing environment should allow structured editing to enable separating of the content (textual information itself) and the styling (styling properties and style classes).
- TXT-05 The text processing environment should allow the user to work in WYSIWYG (What You See Is What You Get) mode with document structure preservation.
- TXT-06 The text processing environment should allow the user to copy & paste part of the text with its document structure elements preservation (e.g. to copy a title and subsequent paragraph containing text, bullet, picture and SDD data reference, and paste it to another place within the section / chapter or place it to another section / chapter with structure of copied content preservation in the new place on condition the target place can contain such content / structure).
- TXT-07 The System shall offer the user a user-interface to display changed pages and sheets (topical IAIP Document, e.g. AMDT document, changes in topical IAIP Version versus previous IAIP Version) for checking the changes before publication.
- TXT-08 The System shall enable the user to print (to the printer or PDF) changed pages or sheets at any stage of the workflow (e.g. additional verification or authorization before finalizing IAIP Release).

- TXT-09 The text processing editing environment shall allow the user to preview final shape and styling for both paper and electronic media format during IAIP Document editing.
- TXT-10 The System shall allow the user to preview final shape and styling for final review of finalized IAIP Release files.
- TXT-11 The System shall allow the user to print the IAIP Document in a final shape for final review of finalized IAIP Release files.
- TXT-12 The System shall allow the user to create new IAIP Document based on predefined templates (e.g. AIC, SUP) or new textual chapter within IAIP Document.
- TXT-13 The System shall contain a set of predefined templates (default templates of textual chapter, table or IAIP Documents) compliant to ICAO Doc 8126 and eAIP Specification (enable to create ICAO compatible IAIP including eAIP).
- TXT-14 The System shall allow the user to create new user defined template based on already existing template or from scratch.
- TXT-15 The System shall allow the user to modify existing user-defined template.
- TXT-16 The System shall allow the user to manage sets of templates stored in the repository (e.g. listing, status review, download, upload, deleting).
- TXT-17 The System shall allow the user to keep relationship between template and IAIP Document, chapter or chart (if created from template).

4.4.1. Textual pages styling requirements

- TXT-18 The System shall allow the user to customize the page layout. (e.g. header, footer, margins, text fields, background etc.)
- TXT-19 The System shall support document styling through styling properties and style classes.
- TXT-20 The System shall contain a set of predefined style classes (default style definition / classes) compliant to ICAO Doc 8126 and eAIP Specification (enable to create ICAO compatible IAIP including eAIP).
- TXT-21 The System shall allow automatic updating of respective part of the IAIP, chapter or chart when related style class / definition is modified.
- TXT-22 The System shall provide the functionality of manage the impacts of style class / definition modification on IAIP (e.g. list of affected pages or charts).
- TXT-23 The System shall allow the user to manage the sets of style classes / definitions stored in the repository (e.g. listing, status review, download, upload, deleting).
- TXT-24 The System should allow a versioning of the templates and style classes / definitions.
- TXT-25 The System should allow storing all the template versions and all the style class / definition versions used within the IAIP.

4.4.2. Bilingual support

- TXT-26 The System shall support bilingual editing.
- TXT-27 The System shall allow the user to view both language textual flows of the same parts of the text / structure items (e.g. title, paragraph, section, chapter) synchronously at the same time and both language version flows shall be printed synchronously (side-by-side) in the printed version of the IAIP.
- TXT-28 The System shall guarantee the same structure for both language textual flows within dedicated content item.
- TXT-29 The System shall support 2 ways of table placement:
 - two identical tables, one for each language flows containing text and data in appropriate language
 - one table for both language flows containing text and data in both languages. As the eAIP has different versions for each language, for this type of table the system shall ensure, that only

appropriate language version of the table is generated to each eAIP language version (text and data in second language are ommitted).

4.4.3. Cross references

- TXT-30 The System shall support cross references as references to other structure item (e.g. title, paragraph, section, chapter, chart, table or image).
- TXT-31 The System shall allow automatic update of cross-references when the referenced item is modified (e.g. change of paragraph number is changed, the referenced item is withdrawn).
- TXT-32 The System shall assist the editor in creating cross-references (e.g. list of accessible structure items).
- TXT-33 The System should allow the user to manage the cross-references (e.g. listing and update review).

4.4.4. Abbreviations management

- TXT-34 The System shall contain the abbreviation management allowing to maintain the abbreviations in the System and automatically generate the AIP GEN 2.2 section.
- TXT-35 The System shall support bilingual shape of the abbreviations.
- TXT-36 The System shall support abbreviation usage inside the AIP sections, including their automatic update when the abbreviation is changed.
- TXT-37 The System should allow the user to display where the given abbreviation is used (inside the AIP).
- TXT-38 The System shall support eAIP abbreviation functionality.

4.4.5. Automatically generated tables and/or sections

(assume the eAIP Specification itself contains specific functionality on automatically generated tables)

- TXT-39 The System shall contain functionality to insert automatically generated table based on respective table template and appropriate dataset definition using referenced data from SDD database.
- TXT-40 The System shall enable the user when defining the dataset definition fot the automatically generated table to filter data which do not meet the quality criteria requirements laid down in the ADQ IR and/or are only for internal use (e.g. THR coordinates of VFR aerodromes measured from chart or received from data originator but not surveyed with required quality).
- TXT-41 The automatically generated tables shall be automatically updated when data are changed in SDD database.
- TXT-42 The System shall contain a set of predefined table templates (default table templates) compliant to ICAO Doc 8126 and eAIP Specification and appropriate definition of dataset (enable to create ICAO compatible IAIP including eAIP).
- TXT-43 The System shall allow the user to create new user-defined table template and appropriate definition of dataset based on already existing template or from blank paper.
- TXT-44 The System shall allow the user to modify existing user-defined table template and appropriate definition of dataset.
- TXT-45 The System shall allow the user to manage sets of table templates and appropriate definition of dataset stored in the repository (e.g. listing, status review, download, upload, deleting).
- TXT-46 The System shall allow automatic updating of respective automatically generated table when related table template and/or appropriate definition of dataset is modified.

4.4.6. Predefined templates of automatically generated tables and/or sections

- TXT-47 The System shall contain templates for the following AIP sections and shall allow the user automatically generate the following AIP sections:
 - GEN 0.2 Record of AIP Amendments

- GEN 0.3 Record of AIP Supplements
- GEN 0.4 Checklist of AIP pages
- GEN 0.5 List of hand amendments to the AIP
- GEN 0.6, ENR 0.6 and AD 0.6 Table of Contents
- GEN 2.2 Abbreviation used in AIS publications
- ENR 2.1 FIR, CTA, TMA, MTMA, MCTR
- ENR 3.1 Lower ATS routes
- ENR 3.2 Upper ATS routes
- ENR 3.3 Area navigation (RNAV) routes
- ENR 4.4 Name-code designators for significant points
- ENR 5.1 Prohibited, restricted and danger Areas
- ENR 5.2 Military exercise and training areas and Air Defence Identification Zone
- ENR 5.4 Air navigation obstacles
- AD 2.1 Aerodrome location indicator and name
- AD 2.2 Aerodrome geographical and administrative data
- AD 2.3 Operational hours
- AD 2.4 Handling services and facilities
- AD 2.5 Passenger facilities
- AD 2.6 Rescue and fire fighting services
- AD 2.7 Seasonal availability clearing
- AD 2.8 Aprons, taxiways and check locations data
- AD 2.9 Surface movement guidance and control system and markings
- AD 2.10 Aerodrome obstacles
- AD 2.11 Meteorological information provided
- AD 2.12 Runway physical characteristics
- AD 2.13 Declares distances
- AD 2.13.1 Intersection take-off
- AD 2.14 Approach and runway lighting
- AD 2.15 Other lighting, secondary power supply
- AD 2.16 Helicopter landing area
- AD 2.17 ATS Airspace
- AD 2.18 ATS communication facilities
- AD 2.19 Radio navigation and landing aids
- AD 2.24 Charts related to the aerodrome
- TXT-48 The System shall allow the user to create AD 2.x sections on select criteria according the aerodrome properties (e.g. aerodrome type: only IFR aerodromes).
- TXT-49 The System shall allow automatic generating of the following AIP sections:
 - GEN 3.2.5 List of aeronautical charts available (note: AIP Czech Republic specific table)

4.4.7. AIP specific requirements

- TXT-50 The System shall automatically detect the changes in an AIP (including changes of referenced data) as part of amendment document and automatically mark them up according to ICAO Annex 15 and ICAO Doc 8126.
- TXT-51 The changes detections and marking up function shall be accessible within any phase of workflow on amending the AIP to enable editors, coordinators and quality controllers considering all the changes in context.
- TXT-52 The System shall offer the user a user-interface to display changes in the page (topical IAIP Document, e.g. AMDT document, changes in topical IAIP Version versus previous IAIP Version) for checking the changes before publication.
- TXT-53 The System shall allow the user to annotate the aeronautical data and aeronautical information items published in the AIP, to indicate those that do not meet the data quality requirements laid down in the ADQ IR, according to "Guidelines for the AIP Annotation of ADQ non compliances". (ADQ-IR Article 7(2)

4.5. Charting

- CHT-01 The System shall be able to produce cartographical layout (charts) using Geographical Information System capabilities (GIS).
- CHT-02 The System shall be able to produce cartographical layout (charts) conformal with Annex 4 ICAO (Aeronautical Charts) / Regulation L4 and in accordance with ICAO Doc 8697 (Aeronautical Chart Manual).
- CHT-03 The System shall support free drawing and text in the chart.
- CHT-04 The System shall contain and support:
 - CAD drawing tools (e.g. line, polyline, point array, arc, circle, n-corner, etc.);
 - geographical drawing and construction tools (e.g. great circle and rhumb line, draw objects by place at location, by initial bearing, by distance, by radius, by tangent, by intersection);
 - editing tools: Move, Rotate, mirror, delete, Copy, and Paste, Copy Lines Parallel, Merge Features, Extend and Trim features, Partial Delete;
 - snapping functionality: Edge, End, Intersection, Midpoint, Point, Tangent, Vertex;
 - measurement tools (e.g. distance by great circle and rhumb line, bearing using true north and magnetic north).
- CHT-05 The System shall contain the query tool for object/feature identifying, finding and selecting by user input criteria.
- CHT-06 The System shall allow the user to define and modify for every chart its default projection, scale, paper size and orientation.
- CHT-07 The System shall enable to use various geographical projections, at least the TM (Transverse Merkator), TM (Universal Transverse Merkator), the Krovak projection and the Lambert Conformal Conic projection.
- CHT-08 The System shall offer the user a user-interface to display changes in the chart (topical IAIP Document, e.g. AMDT document, changes in topical IAIP Version versus previous IAIP Version) for checking the changes before publication.
- CHT-09 The System shall allow the user to mark selected chart pages as not amended. Such pages will not be incorporated into the paper (printed) IAIP Release but they will be incorporated into respective electronic IAIP Version (invisible change, e.g. change of RWY direction leading to AD symbol rotation on small scale chart like the ERC Chart such change is not visible and is indiscernible; airspace vertext insertion in situation the geometry shape of the airspace remains unchanged; ...)
- CHT-10 The System shall support layered PDF output according to Adobe PDF 1.6+ Specification (e.g. graphic content in different layers and information associated with graphical features).
- CHT-11 The System shall support geospatial (georeferencing) PDF output compatible with either Adobe or OGC encodings (ISO 32000-1:2008 / Adobe PDF 1.7+ Specification or OGC Best Practicies Doc 08-139 / PDF geo-registration 2.2).

4.5.1. Chart content

- CHT-12 The System shall allow the user to define and to modify the dynamic aeronautical layers linked to SDD database for automatically generating and updating the chart (including custom chart outside the scope of the IAIP) when data are changed in the SDD database.
- CHT-13 The System shall provide a graphical interface to assist the user in defining the dynamic aeronautical layers and its connectivity to the SDD database (e.g. SQL gueries).
- CHT-14 The System shall allow the user to define and modify aeronautical objects priority and visibility within a layer.
- CHT-15 The System shall allow the user to create or modify aeronautical object and store it into SDD database (e.g. area or point).
- CHT-16 The System shall allow the user to define and modify the presentation rules for the layer (colours, symbology, draw/shape styles, labels, fonts, visibility and transparency):

- Fill: pattern, foreground, background, translucent fill patterns, bufferzones and hatching inside a region (ICAO Annex 4 symbolization for all types of areas);
- Border and line: style, color, width;
- Text: Font, color, background (none / halo effect / box), style (bold, underline, shadow, italic).
- CHT-17 The System shall allow the user to use the layer definition in other chart or chart template.
- CHT-18 The System shall allow the user to define and modify layers priority, layers order and layers visibility definition.
- CHT-19 The System shall allow the user to attach and use as chart background various types of files (e.g. CAD files, GIS files, raster images, geo-referenced raster images).
- CHT-20 The System shall allow the user to work with raster images used as chart background (translucency, contrast, brightness and reprojecting).

4.5.2. Chart and Chart templates management

- CHT-21 The System shall allow the user to create new user-defined chart template (Non-ICAO, custom) based on already existing template or from scratch.
- CHT-22 The System shall allow the user to modify existing chart template.
- CHT-23 The System shall allow the user to manage sets of chart templates stored in the repository (e.g. listing, status review, download, upload, deleting unused).
- CHT-24 The System shall allow the user to create new user-defined chart (Non-ICAO, custom) based on already existing template.
- CHT-25 The System shall allow the user to modify existing chart.
- CHT-26 The System shall allow the user to manage charts stored in the repository (e.g. listing, status review).
- CHT-27 The System shall allow automatic updating of respective charts when related chart template is modified.

4.5.3. Symbols

- CHT-28 The System shall allow the user to define new and modify existing symbols in Symbol library.
- CHT-29 The System shall contain complete library of ICAO symbols defined by Annex 4 ICAO.

4.5.4. Labels

- CHT-30 The System shall provide a graphical interface to assist the user in defining the label definition.
- CHT-31 The System shall allow the user to define and to modify label definitions in shape of font size, color, line style, symbols used and component arrangement.
- CHT-32 The System shall allow the user to use the label definition in other layer / layer definition within the same or other chart / chart template.
- CHT-33 The System shall contain complete predefined ICAO label definition/styles defined by Annex 4 ICAO.
- CHT-34 The System shall allow automatic label placement:
 - The system shall allow the user to define alternative placement strategy in case of placement failure.
 - The system shall allow the user to define alternative label specification in case of placement failure.
- CHT-35 The System shall allow the dynamic placement and orientation of the labels (e.g. for En-Route segment the label should be aligned with the segment and placed to the specified position).
- CHT-36 The System shall allow the manual placement and orientation of the labels (e.g. more labels for 1 object).

- CHT-37 The System shall allow the manual modification of particular label (e.g. style, visibility, deletion).
- CHT-38 The System shall support real-time redrawing of labels when moving (e.g. when the label is dragged and repositioning using the mouse, it shall be visible the whole time it's being dragged).
- CHT-39 The System shall support the dynamic leader-line for the labels (automatically changing its position and length according to position change of the label relative to the relevant object):
 - the System shall be able to produce leader line as triangle that is automatically streched moving the Label;
 - the System shall remember the manual edit performed to finalize previous version of the charts;
 - the System shall allow the user to define opened boxes with text overlapping the box lines;
 - the System shall allow the user to automatically adapt the label boxes to the label content;
 - the System shall allow the user to define boxes with a defined shadow (e.g. navaids label);
 - the System shall allow the user to automatically place the labels avoiding any label conflict.
 - the System shall allow the user to automatically place the labels avoiding conflict with selectable symbols;
 - the System shall allow the user to automatically place all the labels, inside the defined map boundary avoiding to place the label outside the map boundary in case of feature overlap (e.g. airspace in overlap with the map boundary);
 - the System shall allow the user to normalize attribute information for labeling purposes (e.g. feature coordinates in the proper format);
 - the System shall allow the user to apply masking effect between linear features and symbols;
 - the System shall allow the user to apply masking effect between linear features and labels.

4.5.5. Specific aeronautical GIS functionality

- CHT-40 The System shall support Magnetic reference model, either fully integrated functionality or certified external module or external connectable certified service (e.g. IGRF, WMM).
- CHT-41 The System shall allow the user to define, to modify and to (semi-)automatic generate the following chart elements:
 - Title
 - Text
 - Neatlines
 - Legend
 - North Arrows
 - Horizontal and Vertical Scale Bar
 - Pictures
 - Reference Grid
 - Graticules
- CHT-42 The System shall allow the user to define dynamic Graticule for multiple maps in the same chart in order to configure the lines, ticks and label specification.
- CHT-43 The System shall allow the user to define, for the dynamic Graticule, the following label settings:
 - the color, size and font of the text;
 - parallel/perpendicular placement on the map border;
 - inside/outside placement in respect of the map border;
 - repeat the label inside the map oriented to the latitude/longitude line.
- CHT-44 The System shall allow the user to define, for the dynamic Graticule, more than one tick specification depending from the coordinate interval.
- CHT-45 The System shall allow the user to define chart layout containing:
 - different maps at different scale;
 - different maps at different projection;
 - static content (e.g. line, text, symbols);
 - dynamic content (feature information coming from extracted data, e.g. list of waypoints);

- Chart Legend.
- CHT-46 The System shall contain charting tools or functionality to (semi-)automatic generating the following special Aeronautical Objects from data in SDD database:
 - MSA (Minimum Sector Altitude) for procedure;
 - AMA (Area minimum Altitude) labels;
 - Magnetic Variation indicator;
 - IAP Profile:
 - Distance and angle indicators and arrows (e.g. DME distance arc, VOR radial line, QDR/QDM line).

4.5.6. Predefined chart templates

- CHT-47 The System shall contain a set of chart templates (including layer and label definitions) of ICAO standardized types of charts:
 - Enroute Chart ICAO
 - Aerodrome Chart ICAO
 - Aircraft Parking/Docking Chart ICAO
 - Aerodrome Ground Movement Chart ICAO
 - Aerodrome Obstacle Chart ICAO Type A, Type B
 - Aerodrome Terrain and Obstacle Chart ICAO (Electronic)
 - Precision Approach Terrain Chart ICAO
 - Area Chart ICAO (arrival / departure and transit routes)
 - Standard Departure Chart Instrument (SID) ICAO
 - Standard Arrival Chart Instrument (STAR) ICAO
 - Instrument Approach Chart ICAO
 - Visual Approach Chart ICAO
 - ATC Surveillance Minimum Altitude Chart ICAO
 - Aerodrome Index Chart
 - Radio Facility Index Chart
 - Aeronautical Chart ICAO 1:500 000

4.6. eTOD

The System shall be designed to enable and support the "Electronic Terrain and Obstacle Data" management in the terms of Annex 15 – Chapter 10, allowing:

- terrain and obstacles survey data management;
- natural and artificial obstructions data storage and management;
- ICAO A & B Obstacle charts automatic construction and maintenance.
- TOD-01 The System shall enable eTOD areas modelling.
- TOD-02 The System shall be able to collect, validate, process and manage terrain and obstacle data including its metadata in compliance with ICAO Annex 15 (Chapter 10) on the international level of regulation, and L15 (Chapter 10) Regulations, Act No 49/1997 Coll. Civil Aviation and Regulation No 108/1997 Coll. on state level of regulation.
- TOD-03 The System shall be able to validate data in order to assure their quality. In particular the System shall verify the presence of all required attributes, CRC and data range validity according to ICAO Annex 15 (Chapter 10) on the international level of regulation, and L15 (Chapter 10) Regulations, Act No 49/1997 Coll. Civil Aviation and Regulation No 108/1997 Coll. on state level of regulation and Commission Regulation (EU) No 73/2010.

TOD-04 The System shall be able to manage different type of import methodologies:

- it shall be able to import new data, update or overwrite old one;
- it shall resolve data conflict during import;
- it shall be able to import different data formats (see hereinafter).

TOD-05 The System shall be able to store all results of survey campaign:

- in particular all data have to be divided into a logical / structured way:
- it shall manage all documents, digital photos, orthophoto and so on and their metadata;

- it shall be able to produce report on data history and to manage document versioning.
- TOD-06 The System shall be able to import, to store and to manage DTED2 raw terrain data including its metadata into the SDD using Import functionality (import by AIS staff) or input forms (external originators) (see 4.2.3 / 4.1.5).
- TOD-07 The System shall be able to import and transform obstacle data in CSV, MDB and XML format (not complied with AIXM) and AIXM 5.1, including its metadata into the SDD using import functionality (see 4.2.3).
- TOD-08 The System shall be able to store obstacle data in SDD database and allow the user to manage and edit them using SDD functionality (see 4.3).
- TOD-09 The System shall be able to store terrain data (including metadata) in the System and allow users to use them during IAIP Release building (e.g. to create hypsometric tints in the instrument procedure charts).
- TOD-10 The System shall allow the user to define and manage custom definition of covered geographical area (e.g. according to the Czech Republic Regulation No 108/1997 Coll. paragraph 16).
- TOD-11 The System shall allow the user to analyze terrain or obstacle data to achieve data consistency in terms of analyzing and detecting of duplicated, ambiguous or conflicting data.
- TOD-12 The System shall allow the user to analyze terrain or obstacle data in terms of ICAO Annex 4, 14 and 15 surfaces constructions.
- TOD-13 The System should allow the user to visualise obstacle data and/or selected obstacle objects in 2D and 3D view. (DAL-DE-210, DAL-DE-220)
- TOD-14 The System shall allow the user to analyze and visualise terrain or obstacle data filtered on geospatial definition criteria (e.g. visualisation of aeronautical objects over the orthophoto background, e.g. in Google Maps / Google Earth).
- TOD-15 The System should be able to export obstacle data in KML (Google Maps / Google Earth) format from the SDD using export functionality (see 4.2.3).
- TOD-16 The eTOD functionality of the System shall support the aeronautical chart production functionality of the System (see 4.5).
- TOD-17 The System shall be able to use obstacle data stored in SDD to generate the following chapters and tables using text processing part of the System (see 4.4):
 - ENR 5.4 Air navigation obstacles
 - AD 2.10 Aerodrome Obstacles
- TOD-18 The System shall be able to use terrrain and/or obstacle data stored in the System to generate the following types of charts using charting part of the System (see 4.5):
 - Aerodrome Obstacle Chart ICAO Type A
 - Precision Approach Terrain Chart ICAO
 - Instrument Approach Chart ICAO
- TOD-19 The System shall be able to use terrrain and/or obstacle data stored in the System to generate the following types of charts using charting part of the System (see 4.5):
 - Aerodrome Terrain and Obstacle Chart ICAO (Electronic)
 - Standard Arrival Chart Instrument (STAR) ICAO

4.7. Document release function requirements

- RLS-01 The System shall support publication function in charge of generating the final IAIP Release files, including related IAIP Document files (AMDT document files, SUPs and AIC documents).
- RLS-02 The System shall support the PDF format for paper version of the IAIP.
- RLS-03 The System shall allow the user to modify PDF publication settings (print settings).

- RLS-04 The System shall allow the user to generate a separate (based on the paper format) single PDF file of the paper AIP Amendment documents, SUPs and AICs documents to be printed.
- RLS-05 The System should allow the user to manage the generated final IAIP Release, including related IAIP Documents, for publication (printing) and mailing purposes.
- RLS-06 The System shall allow the user to change the status of the IAIP Release (e.g. from final to published).
- RLS-07 The System shall allow the already published IAIP Release, including related IAIP Documents, will be kept for archive purposes.
- RLS-08 The System shall allow the user to store final version of the IAIP Release, including related IAIP Documents, in the repository (based on chapter 4.2.6 requirements) for access to the authorized users for further processing (e.g. additional printing at reprography department, eAIP CD/DVD media production or web site publishing).
- RLS-09 The System shall allow authorized users or authorized systems (outside the scope of the System) to browse generated final IAIP Release, including related IAIP Documents, in the repository (archive) structures for further processing (semiautomatic processing at reprography department).
- RLS-10 The System shall allow the user to display on screen the published (final) IAIP Release to be ready for dissemination (e.g. to hand the files for printing over to reprography department).
- RLS-11 The System shall allow the user to display and review a list of finalized IAIP Documents available.
- RLS-12 The System shall allow the user to manage the data exchange with EAD and EAD PAMS (e.g. log of data / binary files exchanges, user activity, EAD message exchange) based on chapter 4.8 requirements hereinafter.

4.7.1. AIP Amendment document specific requirements

- RLS-13 The System shall allow the user to automatically generate Cover page of the AIP Amendment (AMDT, AIRAC AMDT) containing:
 - general identification information (issued organization, contact address, amendment number and year, publication date, effective date);
 - textual description of the changes (predefined by the user);
 - list of pages to be replaced, inserted or removed;
 - list of hand amendments (if applicable):
 - list of documents incorporated in the AIP Amendment (AIC, SUP);
 - list of NOTAMs incorporated in the AIP Amendment (manual insertion of list of incorporated NOTAMs anticipated, preferably inserted to the AIP Amendment document definition in the System).
- RLS-14 The System shall allow the user to configure the content and styling of the Cover page of the AIP Amendment.
- RLS-15 The System shall allow the user to insert a free text description to the Cover page of the AIP Amendment.
- RLS-16 The System should allow the user to manage the descriptive information about changes for every AIP Amendment document (e.g. modification of pregenerated description of the changes at Cover page of the AIP Amendment).
- RLS-17 The System shall allow the section GEN 0.4 Checklist of AIP pages and GEN 0.6, ENR 0.6 and AD 0.6 Table of Contents will not be updated within an AIRAC Amendment.
- RLS-18 The System shall allow the section GEN 0.4 Checklist of AIP pages will be updated within a Non-AIRAC Amendment in full even if not all its pages have changed.

4.7.2. eAIP specific requirements

RLS-19 The System shall be able to generate eAIP Package automatically from edited IAIP Release (i.e. generate eAIP Package from one source as paper based).

- RLS-20 The System shall automatically generate the eAIP cover page and menus (History Page, TOC, AMDT, SUP, AIC).
- RLS-21 The System shall allow the user to configure the number of items (Expired Issues) at the eAIP History page.
- RLS-22 The System should contain functionality to produce automatically the eAIP CD/DVD media file package (set of binary files based on HTML to be placed on CD/DVD media including cover page, publishing information and eAIP itself).
- RLS-23 The System should contain functionality to produce automatically the eAIP web site file package allowing automatized production of eAIP web site (set of binary files based on HTML to be placed on web site including cover page, publishing information and eAIP itself).

4.8. EAD Connection functionality

- EAD-01 The System shall allow semiautomatic data exchange to/from EAD during relevant publication phase (AIXM data exchange).
- EAD-02 The System shall allow semiautomatic document exchange to/from EAD during relevant publication phase (EAD PAMS documents exchange).
- EAD-03 The System shall allow the user to manage private EAD slots.
- EAD-04 The System shall allow the user to manage EAD message exchange.
- EAD-05 The System shall allow the user to display in a well-arranged way public EAD slots, their actual state and their publication, effective, planned commit and commit date as well as their private slots closing date.
- EAD-06 For each public slot the System shall allow the user to display corresponding private EAD slots and their state.
- EAD-07 The System shall allow the user to create, edit and delete a private EAD slot within selected public slot.
- EAD-08 The System shall allow the user to assign certain SDD data to a private EAD slot or to remove them.
- EAD-09 The System shall allow the user to display SDD data that have been assigned to a certain private EAD slot.
- EAD-10 The System shall allow the user to check consistency of private EAD slot data.
- EAD-11 The System shall allow the user to send private EAD slot data to the EAD.
- EAD-12 The System shall allow the user to download data of selected public or private EAD slot.
- EAD-13 The System shall allow the user to check that data being sent to EAD are consistent with data sent to EAD by another EAD clients, where such a check is applicable (e.g. public slot consistency check).
- EAD-14 The System shall allow the user to check and verify the consistency between data stored in the SDD database and EAD database. (e.g. recognize data in the AlS Czech Republic area of responsibility buffer accidentally changed by another EAD client in the EAD database)
- EAD-15 The System shall allow the user to search and download EAD SDO data by executing SDO Reports.
- EAD-16 The System shall allow the user to create new SDO Reports, edit and delete them.
- EAD-17 The System shall allow the user to create and send output publications to PAMS.
- EAD-18 The System shall allow the user to download and view PAMS publications.
- EAD-19 The system shall allow the user to receive and display EAD slot messages.
- EAD-20 The System shall be designed and developed in line with EAD technical and operational requirements valid in the time of the System delivery.
- EAD-21 Aeronautical data and aeronautical information shall be given an appropriate level of security protection when exchanged between the System and external systems to ensure that the

data cannot be accidentally changed or subjected to unauthorized access and/or alteration at any stage (ADQ-IR Article 9 paragraph 1 / ADQ-IR Annex VI).

4.9. The System architecture requirements

- SYS-01 The System shall be installed and operated on site at IATCC Jeneč infrastructure to meet DAL 4.7.4 requirements (Data Protection).
- SYS-02 The System shall be based on a client-server architecture. All data and all generated documents shall be hosted on central server(s) accessible from remote client(s).
- SYS-03 The System shall be designed to meet the limitation of the customer's network architecture and policy (the network architecture and all its HW or SW parts are not part of the System delivery):
 - Customer's network consists of separated local networks (VLANs).
 - An access to each VLAN is defined by an Access list.
 - The VLANs are not directly accessible from the Internet.
 - Separated network zone (DMZ) is dedicated for the Internet access.
 - Parts of the System which are accesible from the Internet shall be separated in DMZ.
 - The main operational part of the System shall be running even if the internet part is not running.
 - The DMZ is protected by a firewall system.
 - It is not allowed to access directly the internal VLANs from the DMZ zone, it can be defined based on company security rules and policy.
 - The internet part shall protect the main part of the System against security therads from the Internet on application layer.
 - Systems or applications can communicate with other systems inside one VLAN or between VLANs. The communication is based on TCP/IP protocol.
 - In case of more than one instance of the System, these could be located in separated VLANs.
 - The SSH, SSL/TLS and HTTPS protocols can be used for safety and secure communication.
 - The IP addresses are maintained and asigned by customer's network administrator.
 - The Microsoft Active Directory Services are not available in the DMZ zone, Linux based operating system platform is prefered.
- SYS-04 In case of the web-based application architecture the System shall support MS InternetExplorer 9 or newer, Mozilla Firefox 29 or newer and Google Chrome 30 or newer web browsers.
- SYS-05 The input forms portal shall be based on standard web technologies (HTML/CSS/JavaScript) and shall not require any web browser plug-in to run.
- SYS-06 The system shall allow the Customer to modify the layout and graphic design of all input forms portal's web pages. Such a modification shall be made either directly by the Customer (by editing appropriate HTML/CSS files) or by the Supplier in cooperation with the Customer.
- SYS-07 The System shall be based on relational database.
- SYS-08 The structure of the database should be described in details.
- SYS-09 The System should use a standard or commonly used communication protocol for communication between modules, based on TCP/IP communication protocol (server client, System external components or third-party software).
- SYS-10 The System shall meet the 99% Operational Availability level.
- SYS-11 The System shall be designed to operate in case of full configuration use of the System (full configuration supposed 5 users actively using charting part of the System and 5 users actively using text editing part of the System, anticipating all of them using actively the static data editing part of the System).
- SYS-12 The third-party software license costs shall be included (e.g. PDF generation software, server operating system, database engine, GIS software).
- SYS-13 The System shall use the licensing model (e.g. database license) which does allow unlimited number of external users (data originators and users with approving rights) connecting via internet to the input forms portal interface (see 4.1.5).

- SYS-14 The System shall support unlimited (limited only by technological limitation, e.g. network bandwidth limitation, hardware performance limitation) client connections via internet to the input forms portal interface (see 4.1.5).
- SYS-15 The Supplier shall deliver necessary SW licenses (including 3rd party SW licenses) to allow the Customer building the independent test environment with support from the Supplier. [ADQ / Article 11]

4.9.1. Server part of the System

- SYS-16 Server part of the System shall be an application running on MS Windows or Linux/Unix platform.
- SYS-17 In case of the Linux operating system the RedHat compatible distribution shall be used.
- SYS-18 In case of the MS Windows operating system, the F-Secure antivirus system centrally distributed, managed and maintained by customer's IT Department shall be used. Note: antivirus system is not part of the System delivery.
- SYS-19 The server part of the System shall be virtualized on the platform VMWare ESXi, version 5.0 or higher. The System can be delireved as a Virtual Appliance(s). Note: the virtualization platform / virtual servers are running on current customer's HW and are not part of the System delivery.

4.9.2. Workstation part of the System

Note: Workstations (hardware, operating system MS Windows Vista / MS Windows 7 and MS Office 2007/2010 software) are centrally distributed, managed and maintained by customer's IT Department and they are not part of the System delivery.

- SYS-20 Workstation part of the System shall be an application(s) runing on MS Windows or Linux platform or in a supported web browser as specified in SYS-04. Preference is given to a lightweight client, e.g. web-based application.
- SYS-21 In case of the Linux platform a virtual workstation shall be used (preferred is the VMWare platform).
- SYS-22 In case of the Linux platform the commonly used distribution of Linux shall be used (RedHat, Debian, SUSE, ...).
- SYS-23 In case of the MS Windows platform MS Windows 7 or higher shall be used.

4.9.3. Data Storage Protection

- SYS-24 The storage and transmission shall be protected by authentication process such that recipients are able to confirm that data has been transmitted by an authorized source. (ADQ-IR Annex VI paragraph 4)
- SYS-25 Data shall be stored with appropriate data integrity and data security protection to meet integrity level required by ICAO on critical data. (ICAO Annex 15)
- SYS-26 All data storage shall have appropriate facilities and processes for archiving and backup.(DAL-DP-030)
- SYS-27 The System shall be designed (and this fact declared by the Supplier) to meet objectives defined in DAL-DP-010 (to prevent loss, addition or unauthorized corruption of stored data).
- SYS-28 The System shall be designed (and this fact declared by the Supplier) to meet objectives defined in DAL-DP-020 (to prevent malicious or unauthorized alteration or access to stored data).
- SYS-29 The System shall be designed (and this fact declared by the Supplier) to meet objectives defined in DAL-DP-060 (up to date shadowed data storage).
- SYS-30 The System shall be designed to enable making back-up on regular basic by Customer's means (CA ArcServeBackup and Veeam backup). The back-up of the database(s) and data files shall be possible to make independently.

4.10. ADQ Compliance requirements

- ADQ-01 The Supplier shall provide evidence that the proposed system complies with or exceed all regulatory requirements under Commission Regulation (EU) 73/2010 (ADQ-IR).
- ADQ-02 The Supplier shall provide evidence of conformance to Software Assurance Levels defined in Commission Regulation EC No. 482/2008.
- ADQ-03 The System shall meet requirements for SWAL 3 and the Supplier shall provide evidence of compliance with EUROCAE ED-153 or equivalent.
- ADQ-04 The Supplier shall provide valid Declaration of Conformity (DoC) or Declaration of Suitability for Use (DSU) according to EC No. 552/2004 Interoperability of the European ATM Network..
- ADQ-05 The supplier shall provide evidence to demonstrate compliance with the requirements specified in the Eurocontrol eAIP Specification EUROCONTROL-SPEC-146.
- ADQ-06 The System shall ensure to create, process and manage metadata defined in the ADQ-IR Annex I Part C including the data import and export functions, automatically with the possibility of manual handling.
- ADQ-07 The system shall be compliant with document EUROCONTROL ADQ Metadata Profile for use in AIXM 5.1.
- ADQ-08 The System shall ensure that aeronautical data and aeronautical information are protected in accordance with the requirements laid down in ADQ-IR Annex VI (ADQ-IR Article 9 paragraph 1).

5. Related documents

AIXM EUROCONTROL / FAA Aeronautical Information Exchange Model version 4.5

and 5.1 (including GML 3.2 / ISO 19100)

ARINC 424 ARINC Specification 424-19

ADQ-IR Commission Regulation (EU) No 73/2010 laying down requirements on the

quality of aeronautical data and aeronautical information for the single

European sky

DAL EUROCONTROL Specification for Data Assurance Levels (EUROCONTROL-

SPEC-148)

DO EUROCONTROL Specification for Data Origination (EUROCONTROL-SPEC-

154)

eAIP EUROCONTROL Specification for Electronic Aeronautical Information

Publication (EUROCONTROL-SPEC-0146)

ICAO Annex 4 / Předpis L 4 Aeronautical Charts

ICAO Annex 15 / Předpis L15 Aeronautical Information Services, including Amendment 36

ICAO Doc 8126 Aeronautical Information Services Manual

ICAO Doc 8697 Aeronautical Chart Manual

ICAO Doc 9674 World Geodetic System — 1984 (WGS-84) Manual

EUROCAE ED-76 Standards for Processing Aeronautical Data

EUROCAE ED-77 Standards for Aeronautical Information

EUROCAE ED-153 Guidelines for ANS Software Safety Assurance

ISO19100 Geographic Information Standards

ISO3200-1 Document management - Portable document format - Part 1: PDF 1.7

ISO TC-211 Global standardization framework for geographic information and geomatics.

Reg. 482/2008 Commission Regulation (EC) No 482/2008 establishing a software safety

assurance system to be implemented by air navigation service providers

Reg. 552/2004 Regulation (EC) No 552/2004 of the European Parliament and of the Council

of 10 March 2004 on the interoperability of the European Air Traffic

Management network (the interoperability Regulation)

6. Glossary

ADQ Aeronautical Data and Information Quality (Eurocontrol)

ADQ-IR ADQ Implementation Rules

AIC Aeronautical Information Circular

AIM Aeronautical Information Management
AIP Aeronautical Information Publication

AIS Aeronautical Information Service

AIXM Aeronautical Information Exchange Model

AMDT AIP Amendment

AIRAC Aeronautical Information Regulation And Control

ARINC ARINC Industry Activities Organization

BMP Windows Bitmap graphic format (IBM, Microsoft)
CSV Comma Separated Values data exchange format

DAL Data Assurance Level

DMZ Demilitarized Zone

DTED2 Digital Terrain Elevation Data Level 2 (U.S. MIL-D-89020)

eAIP Electronic AIP (EUROCONTROL Specification)

eTOD Electronic Terrain and Obstacle Data

EAD European AIS Database

GIF Graphics Interchange Format (IBM, Unisys)

GIS Geographic Information System

GUI Graphical User Interface

HMI Human – Machine Interface

IAIP Integrated Aeronautical Information Package

IGRF International Geomagnetic Reference Field (International Association of Geomagnetism

and Aeronomy)

JPEG File Interchange Format. (Joint Photographic Experts Group)

NOTAM Notice To AirMan by means of ICAO Annex 15

OGC Open Geospatial Consortium

PAMS (EAD) Published AIP Management System (EAD)

PDF Portable Document Format (Adobe, ISO 32000-1:2008)

PNG Portable Network Graphics (W3C, ISO/IEC 15948:2004)

RDBMS Relational Database Management System

SDD Static Data Database

SDP Static Data Procedures (Eurocontrol)

SUP Supplement to the AIP

SVG Scalable Vector Graphics data format (W3C)

TIFF Tag Image File Format (Adobe)

UUID	Universally Unique Identifier (in the terms of the AIXM 5.1 Specification)
WMF	Windows Metafile graphic file format (Microsoft)
WMM	World Magnetic Model (U.S. Natioanl Geophysical Data Centre / British Geological Survey)



Annex 2

Air Navigation Services of the Czech Republic document version: 1.0

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	Chapter Requirement #	[x] Compilant	[x] Not Compliant	COMPLIANT YES / NO	POINTS (optional)	References in the Offer documentation Tenderer must fill the page number and/or reference to the offer or related documentation, where the technical solution is described and through which the tenderer has demonstrated compliance with technical specification requirements.
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GEN-58	Mandatory
12	IAIP production requirements
PRD-01	Mandatory
PRD-02	Mandatory
PRD-03	Mandatory
PRD-04	Mandatory
PRD-05	
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PRD-06	Mandatory
4.2.1	IAIP Release and IAIP Documents management function
PRD-07	Mandatory
PRD-08	Mandatory
PRD-09	Mandatory
PRD-10	Mandatory
PRD-11	Mandatory
PRD-12	Mandatory
PRD-13	Mandatory
PRD-14	Mandatory
PRD-15	Optional (minor)
PRD-16	Mandatory
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400	integrity and conflict management
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	Import / export function
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PRD-25	Optional (major)
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PRD-28	Mandatory
PRD-29	Optional (major)
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PRD-36	Mandatory
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	The Search functionality
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PRD-39	Optional (minor)
PRD-40	Mandatory
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125	The History and life cycle functionality
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PRD-44	Mandatory
PRD-45	Mandatory
426	Repository organization and electronic archive function
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	Static Data Database (SDD)
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SDD-04	Mandatory
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4.3.1 SDD-26 4.3.2	Standard and AIXM data fields extensions Mandatory Foreign and Imported data management functionality
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	Mandatory
SDD-31	Mandatory
SDD-32	Mandatory
	SDD data referencing
	Mandatory
	Optional (minor)
	Opational (timetr) Mandatory Mandatory
	Mandatory
	Mandatory
	Optional (major)
	Mandatory
SDD-40	Mandatory
	Text processing
	Mandatory
	Mandatory
	Mandatory
TXT-04	Optional (major)
TXT-05	Optional (major)
	Optional (major)
	Mandatory
	Mandatory
	Mandatory
	Mandatory
	Mandatory Mandatory
	Mandatory
	Mandatory
	Mandatory
	Mandatory Mandatory
	Mandatory
	Mandatory Trade of the control of th
	Textual pages styling requirements
	Mandatory
TXT-24	Optional (minor)
	Optional (minor)
	Bilingual support
	Mandatory
	Mandatory
	Mandatory
	Mandatory
	Cross references
	Mandatory
	Mandatory
	Mandatory Mandatory
	Optional (major)
	Option at (titions management
	Mandatory
	Mandatory
	Mandatory College (Manager College)
	Optional (minor)
	Mandatory
	Automatically generated tables and/or sections
	Mandatory
	Predefined templates of automatically generated tables and/or sections
	Mandatory .
	Mandatory
	Mandatory
	AIP specific requirements
	Mandatory
	Mandatory
	Mandatory
	Mandatory
4.5	Charting
	Mandatory
	Mandatory Mandatory
	Mandatory
	Chart content
	Mandatory
	Mandatory
	Mandatory

CHT-15	Mandatory
CHT-16	Mandatory
CHT-17	Mandatory
CHT-18	Mandatory
CHT-19	Mandatory
CHT-20	Mandatory
4.5.2	Chart templates management
CHT-21	Mandatory
CHT-22	Mandatory
CHT-23	Mandatory
CHT-24	Mandatory
CHT-25	Mandatory
CHT-26	Mandatory
CHT-27	Mandatory
	Symbols
CHT-28	Mandatory
CHT-29	Mandatory
	Labels
CHT-30	Mandatory
CHT-31	Mandatory
CHT-32	Mandatory
CHT-33	Mandatory
CHT-34	Mandatory
CHT-35	Mandatory
CHT-36	Mandatory
CHT-37	Mandatory
CHT-38	Mandatory
CHT-39	Mandatory
	Specific aeronautical GIS functionality
CHT-40	Mandatory
CHT-41	Mandatory
CHT-42	Mandatory
CHT-43	Mandatory
CHT-44	Mandatory
CHT-45	Mandatory
CHT-46	Mandatory
	Predefined chart templates
CHT-47	Mandatory
4.6	eTOD
TOD-01	Mandatory
TOD-02	Mandatory
TOD-03	Mandatory
	Mandatory
TOD-05	Mandatory
TOD-06	Mandatory
TOD-07	Mandatory
TOD-08	Mandatory
TOD-09	Mandatory Mandatory
TOD-10	Mandatory
	Mandatory
	Mandatory
TOD-13	Optional (major)
	Mandatory
TOD-15	Optional (minor)
	Mandatory
	Mandatory
TOD-18	Mandatory
TQD-19	Mandatory
4.7	Document release function requirements
RLS-01	Mandatory
	Mandatory
	Mandatory
	Mandatory
	Optional (minor)
	Mandatory
	Mandatory Mandatory
1710-12	AIP Amendment document specific requirements
PL 0.40	
	Mandatory
	Mandatory
	Mandatory
	Optional (major)
RLS-17	Mandatory
	Mandatory
	eAIP specific requirements
P1 0 40	
	Mandatory
	Mandatory
	Mandatory
RLS-22	Optional (minor)
	Optional (minor)
AD	EAD Connection functionality
EAD-01	Mandatory
	Mandatory
	Mandatory
	Mandatory
EAD-05	Mandatory

E10.00	Inc					
EAD-06	Mandatory					
EAD-07	Mandatory					
EAD-08	Mandatory	Т				
EAD-09	Mandatory	Т				
EAD-10	Mandatory	1700	Г			
EAD-11	Mandatory					
EAD-12	Mandatory					
EAD-13	Mandatory	+	1			
EAD-14	Mandatory	_	-	 		
EAD-15	Mandatory	+-	-			
EAD-16	Mandatory	╁				
EAD-17	Mandatory	1-				
EAD-18	Mandatory	+	-			
EAD-19	Mandatory	+	-	_		
EAD-20	Mandatory	+	\vdash			
EAD-21	Mandatory	+	\vdash			
	The System architecture requirements	_	IAC)		(INDEX.)	
SYS-01	Mandatory		-		-	
SYS-02	Mandatory	+	1 15		$\overline{}$	
SYS-03	Mandatory	\vdash				
SYS-04	Mandatory	-				
SYS-05	Mandatory	\vdash				
SYS-06	Mandatory	\vdash	_			
SYS-07	Mandatory	\vdash	-	_		
SYS-08	Optional (major)	\vdash	Ш			
SYS-09	Optional (minor)	\vdash	_	_		
SYS-10	Mandatory	\vdash				
SYS-10	Mandatory	\vdash				
	Mandatory	Н	_			
	Mandatory	\sqcup	_			
		\sqcup				
	Mandatory	\sqcup	_			
	Mandatory	Ш				
	Server part of the System		4			
SYS-16	Mandatory	\sqcup	_			
SYS-17	Mandatory (in case of the Linux; otherwise fill "Compliant")	\sqcup				
SYS-18	Mandatory (in case of the MS Windows; otherwise fill "Compliant")	Ш	_			
SYS-19	Mandatory					
4.9.2	Workstation part of the System					
SYS-20	Mandatory	Ш	_			
SYS-21	Mandatory (in case of the Linux; otherwise fill "Compliant")					
SYS-22	Mandatory (in case of the Linux; otherwise fill "Compliant")	\perp	_			
SYS-23	Mandatory (in case of the MS Windows; otherwise fill "Compliant")	\perp				
	Data Storage Protection		PIL.			
	Mandatory		\dashv			
	Mandatory	\perp	_			
	Mandatory	\Box				
	Mandatory		_			
	Mandatory		4			
	Mandatory					
	Mandatory		\perp			
4.10	ADQ Compliance requirements					
	Mandatory		\perp			
	Mandatory	1	\Box			
	Mandatory					
	Mandatory					
	Mandatory		T			
	Mandatory					
	Mandatory					
ADQ-08	Mandatory		\neg			
	V	_	_			

Contract for Work No. 458/2014/IS/120

Annex 3 – Operational Concept Description

Will be created by the Supplier.

Annex 4 - Price Calculation of the Contract for Work

Please fill in the prices and other information into the cells marked by yellow colour.

Please, feel free to modify text in field/ID "D - Other Expences" to corespond with your offer.

ID	description	Pieces SW / Man Hours		Price p Piece EUR excludi VAT	in ing	Value i EUR excludir VAT
[A]	Software: The total price for the Software is calculated as follows: [A1] + [A2] + [A3]					0
[A1]	AlM system (Server part)	E VIII III	[A1.1] 4	FA4 21		
[A1.1]	Server's licence(s)	0	×	[Atta]		0
[A1.2]	Third-party Software licence(s)	0	- (0	-1	0
[A2]	Workstations (Workstation part)		[A2,1] 4			0
[A2.1]	Workstation's licence(s)	0	×	0	1.	0
[A2.2]	Third-party Software licence(s)	0	×	0		0
[A3]	Other software of the Tenderer			Walter Labour		0
(B)	The total price for the Project management is calculated as follows: [B1] + [B2] + [B3] + [B4] + [B5] + [B6] CDR					0
B21	FAT execution					0
B31	On-site Implementation				TO SERVICE SER	0
B41	SAT execution				-	0
B51	Switch-over Assistance	400		- university		0
B61	Technical documentation according to the Contract for Work	450	×	0	×	0
	and the state of t					0
ici	Training:					of the last
	Training: The training shall cover all parts of the system according to Article 5 of the Contract for Work Other expenses: The tenderer shall indicate any other costs if they are made up of various costs (such logistics, transport, travel expenses, etc.). The					0

ID description	by the first of the way of the last of the	Value of Contract for work in EUR
[W] = [A]+[B]+[C]+[D]		0

Contract for Work No: 458/2014/IS/120

ANNEX 5 - LIST OF THE CUSTOMER'S AND THE SUPPLIER'S CONTACT PERSONS

1. CUSTOMER

Contact persons for technical matters, technical supervision and organizational matters:

Jiří LATIOK

Telephone:

+420 220 372 823

E-mail:

latiok@ans.cz

Marek DOČKAL

Telephone:

+420 220 372 816

E-mail:

dockal@ans.cz

1. SUPPLIER

Contacts for technical and organizational matters:

XXX

Telephone:

XXX

E-mail:

XXX

XXX

Telephone:

XXX

E-mail:

XXX

Annex 6 - Template of the Compliance Matrix of the EATMN System

according to the Regulation (EC) No. 552/2004 Interoperability of the European ATM Network Requirements applicable to the AIM System document version: 1.0

The Supplier must fill the blank cells in the table:

- in the column "Appl." (applicable Yes / No): whether the requirement was taken into account and is met;
- in the column "Comment": an explanation of how the requirement is met, fulfilled or supported; in relation to means of compliance. When means of compliance is used, the references must be specific and unambiguous (e.g. ICAO Annex 15 / Aviation Regulations L15, Chapter 10, Section 10.3 Obstacle data set). It is not permissible to give only the name of the document (means of compliance). Where appropriate, the more resources (means of compliance) for one verification element might be stated.
- in the column "Evidence": a reference to documents supporting verification of compliance and/or demonstrating compliance with the requirement. The evidence (reference) must be specific and unambiguous (including numbers and names of referenced articles or reports in documentation proving that the requirement has been met). It is not permissible to give only the name of the document. E.g.: Table 1 Requirement 1.2 Maintenance: a reference to specific part of the user manual where the maintenance is described.

This template can be expanded to encapsulate other applicable regulatory requirements, Implementing Rules (IR) or Means of Compliance (MoC). (see Table 4) Guidance material:

- EUROCONTROL: EUROCONTROL-GUID-137, Guidelines on conformity assessment for the interoperability Regulation of the Single European Sky
- Civil Aviation Authority of the Czech Republic: Directive CAA / S-SLS-007-1 / 2011, Documentation requirements for system / constituents

Note: Some of the Requirements are not directly applicable to an AIS Provider or to the AIM System. But the AIM System might (or might not) contain functionalities or properties which might be able to support such Requirement. E.g. Table 3 (ADQ) — Requirement 3.14: Even though this requirement is applicable on Parties acting as data originators, the AIM System shall support the requirement laid down in Annex IV, Part D, Point 2, because it shall support geographical data referenced to WGS-84 as specified in the ICAO provisions referred to in point 2 of Annex III (Annex 15, Section 1.2.1 Horizontal reference system). This fact shall be described in the column "Comment" and the evidence shall be stated in the column "Evidence" as a references to AIM System documentation (e.g. as a references to relevant SSS document, ICD document, user manual document, etc...), all in the row 3.14 of the Table 3 (ADQ) below.

Compliance Matrix for documenting evidence of compliance with Regulation (EC) No. 552/2004 Interoperability of the European ATM Network Essential Requirements (Annex II to the Regulation)

Part A - General Requirements

R	equirement	15	Verification element	Appl.	Comment	Evidence
			(key word)	(Yes/No)		Evidence
ER1	Seamless operation	1.1	Design and build			
		1.2	Maintenance			
		1.3	Operation			
		1.4	Information sharing (incl. import / export of information or data)			
ER2	Support for new concepts	2.1	New agreed and validated concepts of operation			
	of operation	2.2	Improved quality			
		2.3	Improved sustainability			
		2.4	Improved effectiveness			
		2.5	Improved safety			
		2.6	Improved capacity			
		2.7	New concepts examined			
ER3	Safety	3.1	Agreed safety management methodologies (assessment)			
		3.2	Agreed reporting methodologies and safety management			
		3.3	Safety nets (not duplicate or standby systems)			
		3.4	Safety requirements for the design, implementation, maintenance and operation			
		3.5	Normal and degraded modes (HMI and safety aspects)			
		3.6	Compatible with human capabilities			
ER4	Civil-military coordination	4.1	Support civil/military coordination			

		4.2	Safe and efficient use of airspace and airspace management	
		453	Sharing of timely and correct information between civil and military parties	
ER5	Environmental constraints	5.1	Environmental impact	
ER6	Principles governing the logical architecture of systems	6.1	Harmonised, evolutionary and validated logical architecture of the system	
ER7	Principles governing the	7.1	Sound engineering principles of systems design	
	construction of systems	7.2	Modularity of the system and interchangeability of constituents	
		7.3	High availability	
		7.4	Redundancy and fault tolerance	

2. Compliance Matrix for documenting evidence of compliance with Regulation (EC) No. 552/2004 Interoperability of the European ATM Network

Essential Requirements (Annex II to the Regulation)

Part B - Specific requirements:

EATMNSystem #7 - Systems and procedures for aeronautical information services

Requirement		Verification element (key word)		Appl. (Yes/No)	Comment	Evidence
ER1	Seamless operation	1.1	Accurate, timely and consistent aeronautical information in electronic form			
		1.2	Commonly agreed and standardised data set			
ER2	Support for new concepts	2.1	Accurate, complete and up-to- date aeronautical information			
	of operation	2.2	Improvement of the efficiency of airspace and airport use			

AU A	Requirement	irement Verification element (key word)		Appl. (Yes/No)	Comment	Evidence	
1	Article 4 Data set	1.1	Annex I / Part A: IAIP, aerodrome mapping and electronic obstacle data				
		1.2	Annex I / Part B: Electronic terrain data sets		*		
		1.3	Annex I / Part C: Metadata				
2	Article 5 Data exchange	2.1	Article 5(1) Direct electronic connection				
		2.2	Article 5(2) Annex II / Part A: IAIP, aerodrome mapping and electronic obstacle:data				
		2.3	Article 5(2) Annex II / Part B: Electronic terrain data sets		10.40		
		2.4	Article 5(3) Digital NOTAM				
		2.5	Article 5(4)(a) AIP, AIP Amdt and AIP Sup: ICAO standards referred to in points 4 and 8 of Annex III (AIP and paper copy form)				
		2.6	Article 5(4)(b) AIP, AIP Amdt and AIP Sup: directly readable on a computer screen				
		2.7	Article 5(4)(c) AIP, AIP Amdt and AIP Sup: accordance with the data exchange format requirements laid down in Annex II (data exchange format)				
3	Article 6 Data quality	3.1	Article 6(1) Data quality requirements Annex IV, Part A, Point 1 to 4: Data items defined by the ICAO standards referred to in Annex III point 11 and other relevant/ICAO standards				

3.2 Article 6(1) Data quality requirements Annex IV, Part A, Point 5(a): Accuracy and resolution 3.3 Article 6(1)	
Annex IV., Part A, Point 5(a): Accuracy and resolution 3.3 Artičle 6(1)	
3.3 Artičie 6(1)	
Data quality requirements	
Annex IV, Part A, Point 5(b):	
Integrity levei	Yes a second
3.4 Article 6(1)	
Data quality requirements Annex IV, Part A, Point 5(c):	
Ability to determine the origin	
of the data	
3.5 Article 6(1)	
Data quality requirements	
Annex IV, Part A, Point 5(d): Level of assurance of data	
availability	
3.6 Article 6(1)	
Data quality requirements	
Annex IV, Part A, Point 6: Application data set support	
3.7 Article 6(2)	
Evidence requirements	
Annex iV, Part B, Point a):	
Accuracy and resolution compliance	
3.8 Article 6(2)	
Evidence requirements	
Annex IV, Part B, Point b):	
History for each data item 3.9 Article 6(2)	
Evidence requirements	
Annex IV, Part B, Point c):	
Data completeness	
3.10 Artičle 6(2)	
Evidence requirements Annex IV, 'Part B, Point d):	
Processes used for each data	
item and data integrity	
3.11 Article 6(2)	
Evidence requirements Annex IV, Part B, Point e):	
Data validation and verification	
and integrity level	
3.12 Artičie 6(2)	
Evidence requirements Annex IV, Part B, Point h) /	
Annex IV, Part B, Point n) / Annex IV, Part F:	
Error reporting and	
rectification	

2 42	Article 6(4)	
3.13	Data origination requirements Annex IV, Part D, Point 1) / Annex III Point 20: World Geodetic System — 1984	
3.14	Data origination requirements Annex IV, Part D, Point 2) / Annex III Point 2: Horizontal reference system	
3.15	Data origination requirements Annex IV, Part D, Point 3) / Annex III Point 3: Vertical reference system	
3.16	Article 6(4) Data origination requirements Annex IV, Part D, Point 4): Surveyed, calculated and derived data maintenance	
3.17	Article 6(4) Data origination requirements Annex IV, Part D, Point 5): Monitoring of critical or essential data	
3,18	Article 6(7) Data process requirements Annex IV, Part E, Point 1): Automated processing	
3.19	Article 6(7) Data process requirements Annex IV, Part E, Point 2): Manually entered data	
3.20	Article 6(8) Error reporting and rectification requirements Annex IV, Part F, Point a): Data processing problems recording and reporting	
3.21	Article 6(8) Error reporting and rectification requirements Annex IV, Part F, Point e): Error logging and feedback facilitation	
3.22	Article 6(8) Error reporting and rectification requirements Annex IV, Part/F, Point/f) and Point g):	

_				
			Recording of error rates when transferring data and differentiation of errors prior to transfer and reported after the transfer	
4	Article 7 Consistency, timeliness and	4.1	Article 7(2) Annotation of data not meeting the ADQ requirements	300
	personnel performance	4.2	Article 7(3) AIP amendments and AIP supplements publishing	
5	Article 8 Tools and software requirements	5.1	Annex V, Point 2) and Point 3): Function performance without adversely impacting the quality of data and information	
		5.2	Annex V, Point 4) to Point 6): Software requirements traceability, validation and software evaluation	•
6	Aricle 9 Data protection	6.1	Article 9(1) Data protection Annex VI, Point 1) and Point 2): Protection against loss or alteration (CRC32Q)	
		6.2	Article 9(1) Data protection Annex VI, Point 3): Security protection during storage and when exchange	
		6.3	Article 9(1) Data protection Annex VI, Point 4); Authentication when data storage and transfer	=
		6.4	Article 9(2) Traceability on each data item during its period of validity	
7	Article 11 Conformity or suitability for use of constituents	7.1	Annex VIII, Pōint 2) Conformity assessment activities (development of the software tool)	
		7,2	Annex VIII, Point 3) Test environment and constituents involved (development of the software tool)	

(if applicable)				
equirement	Verification element (key word)	Appl. (Yes/No)	Comment	Evidence

Appendix [2] to the Order documentation

Service contract No. 459/2014/PS/030

Service Contract





SERVICE CONTRACT

concluded pursuant to Section 1746, paragraph 2 of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "Civil Code")

(hereinafter referred to as the "Service Contract" or "Contract")

1. PARTIES

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise existing and organized under the laws of the Czech Republic, With its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,

Company Identification Number (IČ): 49710371

Tax Identification Number: CZ49710371

Bank Connection: ČSOB, Radlická 333/150, 150 57 Praha 5

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register maintained by the Municipal Court in Prague,

Section A, Insert 10771

Represented by: Mr. Jan Klas, Director General (hereinafter referred to as the "Customer")

and

Company name

With its registered office at: XXXX
Company Identification Number: XXXX
Tax Identification Number: XXXX

Bank Connection: XXXX

IBAN: XXXX

SWIFT code: XXXX
Represented by: XXXX

(hereinafter referred to as the "Provider")

The "Customer" and the "Provider" are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

Whereas:

- A) The Customer has intention to renew, and for that purpose it intends to purchase and install, the AIM System (hereinafter referred to as the "AIM System").
- B) The AIM System is database and publication system for the Aeronautical Information Service of the Czech Republic (AIS CR). It is the main software tool of the AIS CR for activities related to the collection, processing and distribution of static data & information of the aviation environment. The main function of the AIM System is to manage the static data and the Integrated Aeronautical Information Package (IAIP), generate them, store them in the repository and publish and disseminate output data, documents and charts.
- C) The AIS CR is an organizational unit of the Air Navigation Services of the Czech Republic, ensuring the flow of information necessary for the safety, regularity and efficiency of international and domestic air traffic within the area of its responsibility. The AIS CR is responsible for the collection and dissemination of information for the entire territory of the Czech Republic and the relevant airspace. The aeronautical information is provided in the form of the IAIP in accordance with ICAO ANNEX 15, ICAO Annex 4 and ICAO Doc 8126 documents on international level, and Aviation Regulation L15 and Aviation Regulation L4, Act No. 49/1997 Coll. Civil Aviation and Regulation No. 108/1997 Coll. on state level.
- **D)** The Customer is interested in supplying, installing and servicing the AIM System. The Parties therefore are concluding following contracts:
 - i. contract for work for supplying and installing the AIM System,
 - ii. service contract for warranty and post-warranty service of the AIM System

The Parties have agreed as follows:

2. SUBJECT OF THE SERVICE CONTRACT

2.1. The Provider hereby undertakes to provide the Customer with Service Support for the Supply which was supplied under the Contract for Work No. 458/2014/IS/120 (hereinafter referred to as the "Contract for Work") that is known and available for both Parties.

Contract No. ANS CR: 459/2014/PS/030

Contract No. Provider: Service Contract

2.2. The Service Support shall apply to all products specified in Annex 1 to this Service Contract (hereinafter referred to as the "Supported Products") being operated on the Customer's computer systems, including both operational and testing platform, which were supplied under the Contract for Work.

- 2.3. Service Support in the sense of this Contract means:
- **2.3.1**. prophylactic service provision within the scope and according to the conditions set forth in Article 3 of this Contract,
- 2.3.2. provision of professional technical support for Supported Products within the scope and according to the conditions set forth in Article 4 of this Contract,
- **2.3.3.** security risks tracking, evaluation and removal, based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of this Contract,
- 2.3.4. continual development of Supported Products within the scope and according to the conditions set forth in Article 6 of this Contract,
- 2.3.5. maintenance of Supported Products documentation within the scope and according to the conditions specified in Article 7 of this Contract,
- **2.3.6.** development and support beyond other provisions of this Contract within the Scope and according to the conditions specified in Article 8 of this Contract.
- **2.4.** The Service Support and all related documentation shall be provided in English or Czech.
- **2.5**. The Customer shall pay the Provider for the above performance the service charge that is stipulated in Article 10 of this Contract.
- **2.6.** This Service Contract shall not affect any rights and obligations of the Parties arising from provisions of the warranty and liability stipulated in the Contract for Work.

3. PROPHYLACTIC SERVICE

- **3.1**. Prophylactic service means:
- database consistency check, tables analysis / optimization, log check, tracking and evaluation of statistics describing database condition and change trends,
- review and evaluation of logs and statistics describing the condition of Supported Products and change trends.
- **3.2**. The Provider shall carry out the prophylactic services by means of: a) remote access to Supported Products.

Contract No. Provider:

Service Contract

b) employee of the Provider physically present at the Service Support provision site.

- **3.3**. Prophylactic services shall be performed by the Provider every other calendar month. Each specific date and time of performance of prophylactic service shall be determined upon agreement with the Customer considering the Customer's operational needs.
- **3.4**. The Provider shall make out a record of each performed prophylaxis no later than three (3) working days after it was carried out, containing evaluation of findings and, if applicable, recommendations for the Customer in order to maintain operability of Supported Products. The Provider shall submit such a record to the Customer for confirmation without any delay.

4. PROFESSIONAL TECHNICAL SUPPORT

- 4.1. For purposes of this Contract the professional technical support means:
- provision of consultations and information related to Supported Products,
- installation and configuration support,
- reported systems and errors analysis, including their registration and categorization,
- resolution of reported operational problems and correction of errors.
- 4.2. The Provider shall carry out the professional technical support by means of:
- bug track system, or
- remote access to Supported Products on the Customer's computer systems, or
- email, or
- telephone, or
- employee of the Provider physically present at the Service Support provision site.
- **4.3.** Professional technical support shall be available to the Customer during working days from 9:00 to 15:00 CET/CEST as a minimum.
- **4.4.** Errors of Supported Products shall be for purposes of professional technical support execution classified into at least three (3) levels of seriousness matching the following categories:

Contract No. Provider:

Service Contract

1) error preventing from use of Supported Products or any of their essential functionalities, or Supported Products' database integrity error, with no operationally acceptable workaround, or a security risk (according to Article 5 of this Contract),

2) error preventing from use of Supported Products' non-essential functionality with no operationally acceptable workaround.

- 3) error preventing from use of any Supported Products' functionality with operationally acceptable workaround.
- **4.5.** Level of error seriousness and operational acceptability of a workaround are subject to the Customer's decision.
- **4.6.** The Customer shall report detected operational problems and errors of Supported products to the Provider by means of:
- bug track system, or
- email, or
- telephone.

Such a report shall include level of error seriousness according to Article 4.4. of this Contract.

- **4.7.** The Provider shall confirm reception of the Supported Products error report to the Customer without delay by means of:
- bug track system, or
- · email, or
- telephone.
- **4.8.** Subsequently, the Provider shall make out an error analysis and a written proposal of solution variants, specifying what parts of Supported Products will be affected by the given solution variant and how. The proposal may also consist of only one variant if no other technical possibilities of solution exist. The Provider shall send in such an analysis and proposal of solutions variants to the Customer for confirmation no later than the next working day after the error was reported by the Customer.
- **4.9.** If unable to send in error analysis and proposal of solution variants to the Customer the next working day after the error was reported by the Customer, the Provider shall inform the Customer about a date by which he will do so.
- **4.10.** The Provider shall also make a proposal on temporary workaround in order to reduce the impact of the error on the Customer's operational needs whenever such a workaround exists.
- **4.11.** The Customer shall confirm the error analysis and proposal of solution variants and choose a variant that most suits his needs. If the Provider proposes also a temporary workaround, the Customer shall inform the Provider whether the workaround is acceptable for him.
- **4.12.** In case the Provider proposes a temporary workaround that is acceptable for the Customer, the Parties to this Contract may agree on change of error seriousness level and on date of correction.

Contract No. Provider: Service Contract

4.13. If the temporary workaround proposed by the Provider is acceptable for the Customer for a longer period of time, the Parties to this Contract may agree that the error correction will be supplied as part of an updated version of Supported Products.

- **4.14.** The Provider shall provide the Customer with correction of the error no later than:
- one (1) working day following the day during which the error was reported by the Customer for errors of level 1) according to Article 4.4. of this Contract.
- date upon which both Parties to this Contract agree for errors of level 2) and 3) according to Article 4.4. of this Contract.
- **4.15.** In case of Parties' agreement according to Article 4.13. of this Contract, the Article 4.14. of this Contract shall not be applied.

5. SECURITY RISKS REMOVAL

- **5.1.** The Provider shall track, evaluate and remove security risks based on tests conducted by the Customer or the Provider's own tests.
- **5.2.** Detected security risks shall be considered an error of Supported Products within the meaning of Article 4 of this Contract.
- **5.3.** In case of security risk detected by the Customer, the Customer shall, without any delay, inform the Provider about this security risk.
- **5.4.** If the Provider decides to conduct his own security risk testing, he shall do so while carrying out the prophylactic service according to Article 3 or on another date agreed upon with the Customer, considering the Customer's operational needs. The scope and method of testing shall always be subject to an agreement.
- **5.5.** No later than ten (10) days after being informed by the Customer of existing security risks or after discovering such security risks himself the Provider shall make out evaluation containing level of each found security risk's seriousness according to Article 4 of this Contract and a proposal of resolution, and sends in the evaluation to the Customer. If a security risk, detected by the Provider, is so serious that exploiting it could endanger the operation of Supported Products, database integrity or correctness of stored and displayed data, the Provider shall report such a risk to the Customer without delay, no later than two (2) working days after the risk was detected.
- **5.6.** The Customer shall confirm security risks evaluation and approve resolution proposals. Then, the Provider shall implement appropriate corrections of errors in accordance with Article 4 of this Contract. Time limits for error correction (within the meaning of Article 4.14. of this Contract) shall in this case begin on the day during which the Customer confirmed proposal of resolution.

Contract No. ANS CR: 459/2014/PS/030 Contract No. Provider:

Service Contract

6. CONTINUAL DEVELOPMENT

- **6.1.** The Provider shall provide the Customer with access to updated versions of Supported Products whenever:
- **a)** change of international law and regulations (e.g. ICAO, EUROCONTROL, European Commission) occurs affecting the Customer's operation conducted by means of Supported Products,
- b) change of national law and regulations occurs affecting the Customer's operation conducted by means of Supported Products,
- c) change of standards Supported Products are in compliance with occurs,
- d) change of communication interface of EAD and/or its successor system designated by EUROCONTROL occurs,
- e) it is necessary that the Customer performs an upgrade of the operating system or any other software equipment of computer systems Supported Products are operated on, or it is necessary that the Customer changes the hardware of such computer systems.
- **6.2.** The responsibility for tracking changes described in Article 6.1.of this Contract lies with the Provider with exception of changes according to Article 6.1.b) of this Contract. The Customer shall inform the Provider about changes of national law and regulations affecting the Customer's operation conducted by means of Supported Products. Change according to Article 6.1.e) of this Contract may be initiated by both the Provider and the Customer.
- **6.3.** In case of updated version of Supported Products resulting form change of national or international law and regulations (Article 6.1. a) and b) of this Contract) or in case of functional Supported Product changes that are subject to supervisory authority's (CAA) approval (with respect to Regulation EC No. 552/2004 on the Interoperability of the European ATM Network) the Provider shall make installation on the Customer's side possible no later than sixty (60) days prior to the effective date of such a change, unless otherwise agreed by both Parties. In case of updated version of Supported Products resulting from change of communication interface according to Article 6.1. d) of this Contract, or resulting from upgrade of software of hardware equipment according to Article 6.1. e) of this Contract, the Provider shall make installation on the Customer's side possible in time not to cause interruption of Supported Products operation due to incompatibility longer than one (1) working day.
- **6.4.** The Provider shall provide the Customer with a list of updated versions of Supported Products being prepared at least one (1) month.
- **6.5.** When an updated version of Supported Products is available, the Provider shall, without any delay, provide the Customer with recommendation on whether, or on what conditions, to install the version.
- **6.6.** In case of the Customer's interest, the Provider shall provide the Customer with installation support of updated Supported Products version.

Contract No. Provider: Service Contract

7. DOCUMENTATION MAINTENANCE

7.1. The Provider shall provide the Customer with the access to the documentation of Supported Products to the extent of documentation supplied along with Supported Products as listed in Annex 1 to this Contract.

- **7.2.** In case of updated Supported Products version in terms of continual development according to Article 6 of this Contract or in case of correction of errors according to Article 4 and 5 of this Contract, if it has an impact on documentation, the Provider shall deliver updated documentation along with the delivery of updated / corrected version of Supported Products.
- **7.3.** If it is desirable that the Provider delivers the correction of critical Supported Products error in the shortest possible time, the Provider may substitute delivery of updated documentation with instructing the Customer in changes made in Supported Products. In such a case the Provider shall deliver the updated documentation to the Customer no later than ten (10) working days after delivering the correction of Supported Products error.
- **7.4.** In case it is necessary the Provider shall provide the Customer with valid EAD Service migration documentation (ESI/AIML Checklist, ESI/AIMSL Compliance Matrix and ESI/AIMSL Testbook) according to the EAD Service requirements and documentation, or equivalent documentation valid as of the Supported Products delivery date.

8. DEVELOPMENT AND SUPPORT BEYOND OTHER PROVISIONS OF THIS CONTRACT

8.1. Beyond other provisions of this Contract, the Provider shall provide the Customer with development of Supported Products and configuration, administration and operational support of Supported Products to the extent of two thousand five hundred (2500) hours per duration of this Contract. Only hours actually used by the Customer shall be charged. The invoicing for such hours shall be carried out in accordance with Article 10. 7, of this Contract.

9. TRAINING

- **9.1.** The Provider shall train the Customer's employees on using, administering or installing Supported Products, whenever the Customer asks for it, for a service charge specified in Article 10.1. of this Contract.
- **9.2.** The scope and contents of all training shall be subject to the Customer's approval.

Contract No. Provider:

Service Contract

9.3. All training shall be conducted at the Customer's Service Support Provision Site specified in Article 13.1. of this Contract, unless agreed otherwise by both Parties..

9.4. If the training does not take place at the Customer's Service Support Provision Site, the Provider shall provide all the Customer's employees who take part in the training with appropriate accommodation (hotel) and transportation to training facilities at Provider's own expense.

10. SERVICE CHARGE AND PAYMENT CONDITIONS

- **10.1.** The maximum total service charge for performance of the subject of this Contract, the calculation of which is given in Annex 2 to this Contract, shall be:

 EUR, in words:

 Euros. This service charge consists of:
- a) total service charge for the Service Support specified in Article 2 (except Article 2.3.6.) of this Contract in the amount of: _____ EUR, in words: _____ Euros, and
- **b)** service charge for the hours according to Article 2.3.6. of this Contract in the amount of:EUR, in words: Euros
- **10.2.** All service charges mentioned in this Service Contract and Annex 2 to this Contract are expressed excluding VAT and are fixed for period of validity of the Service Contract. The charges must not be exceeded. Any change of the contractual service charges has to be performed by a written addendum concluded by both Parties in compliance with the Public Procurement Act No. 137/2006 Coll. as amended.
- **10.3**. The Service Support shall not be charged during the Supply Warranty Period which is defined in the Contract for Work No. 458/2014/IS/120 that is known to both Parties. The service charge for the Service Support shall be paid after expiration of the above mentioned Supply Warranty Period. Service Support provided according to Article 2.3.6. of this Contract will be charged as specified in the article 10.7. of this Contract for the whole duration period of the Contract.
- **10.4.** The Provider declares that it is a tax resident of The Provider declares that it is registered as a VAT payer in
- 10.5. The Customer declares that it is a VAT payer in the Czech Republic under registration number CZ49710371. The Customer shall bear no responsibility for the performance of the Provider's obligations towards tax authorities of the Czech Republic. All terms of payment according to this Contract shall be subject to the tax law of the Czech Republic and Double Taxation Agreement between the Czech Republic and
- **10.6.** The Customer's payments for the Service Support according to Article 10.1.a) of this Contract shall be made monthly on the basis of an invoice issued on the last day of the calendar month charging the previous month. Service charges are valid for

Contract No. Provider: Service Contract

the entire term of the Contract. The Training shall be quantified in the invoice separately.

- 10.7. The Customer's payments for the hours according to Article 10.1. b) of this Contract shall be carried out per calendar month on the basis of an invoice issued after the Provider's submission of a monthly work report to the Customer and after the Customer's approval of this monthly work report. The Provider shall send the monthly work report by email to the Customer's relevant contact persons listed in Annex 3 of this Contract within five (5) calendar days of the month following after the performance of relevant services. The Customer shall confirm the monthly work report by email within five (5) calendar days from the Provider's submission of the monthly report. The invoice, a part of which shall be the monthly report, shall be issued within fifteen (15) calendar days from the occurrence of a chargeable event.
- **10.8.** All payments of the Customer according to this Contract shall be made on the basis of invoices issued by the Provider. Invoices issued by the Provider shall be delivered to the Customer's address given in the heading of the Service Contract. Invoices shall be due within thirty (30) days following the receipt of the invoice by the Customer. Each invoice shall include a reference to the Service Contract number.
- **10.9.** The Customer shall have the right to return the invoice, provided that it contains inaccurate or incomplete information or the service charge is incorrect. Such return must be made by the due date of the invoice. In such event, the Provider shall issue a new invoice or correct the original invoice and set a new maturity period of thirty (30) days.

11. OBLIGATIONS OF THE CUSTOMER

- **11.1.** The Customer shall, upon request, provide the Provider with necessary assistance for the purposes of this Contract.
- **11.2.** The Customer shall, upon request, allow access to the places where the Service support is provided.

12. OBLIGATIONS OF THE PROVIDER

- **12.1.** The Provider is obliged to respect the terms and conditions of this Contract as to the regime of entry to the properties of the Customer while implementing the Service Contract. The Provider's employees and other people carrying out work for the Provider shall respect the rules of labor law. The Provider is responsible for the compliance with the rules and liable for any damage occurring due to violation of these rules by its employees and/or other people carrying work for the Provider.
- **12.2.** The Provider guarantees, that the Service Support is performed on the highest level according to the latest technological progress, with the maximum of experience,

Contract No. Provider:

Service Contract

knowledge and professional capability/capacity and that it is in compliance with the requested quality, functionality, capacity and agreed nature.

12.3. The Provider undertakes that Service support provided according to the Service Contract and applicable standards and regulations that apply to that type of activity does not infringe any third party rights. Any damages resulting from violations of these standards and regulations shall be borne by the Provider.

13. PLACE OF PERFORMANCE

13.1. The Service Support provision site on the Customer's side:

Air Navigation Services of the Czech Republic – Aeronautical Information Service Navigační 787 252 61 Jeneč Czech Republic

- **13.2.** The Service Support according to this Contract can also be provided by means of remote access of the Provider to Supported Products operated on computer systems of the Customer. In case of the Customer's request and/or if necessary with regards to the nature of the matter, the Service Support shall be carried out at Customer's Service Support provision site.
- **13.3.** The term "working days" within the sense of this Contract shall mean the working days in the Czech Republic.

14. AUTHORIZED PERSONS

- **14.1.** Customer's contact persons for the purposes of this Contract are listed in Annex 3 to this Contract.
- **14.2.** Provider's contact persons for the purposes of this Contract are listed in Annex 3 to this Contract.

15. WARRANTY

- **15.1.** The Service Support performed under this Contract shall be warranted by the Provider.
- **15.2.** Delivered updated versions and corrections of errors of Supported Products are covered by twelve (12) months warranty (hereinafter referred to as the "Service Support Warranty Period") The Service Support Warranty Period begins on the day the Service Support according to this Contract was performed, being confirmed by relevant protocols signed by both Parties.

Contract No. ANS CR: 459/2014/PS/030 Contract No. Provider:

Service Contract

15.3. During the Service Support Warranty Period the Provider shall perform error corrections according to provisions of this Contract free of charge. In case of breach of the warranty duties of the Provider, the Customer has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Provider.

16. PENALTIES

- **16.1.** If the Provider fails, for reason other than causes beyond its control, to fulfil its contractual obligations duly and within terms specified in this Contract and its Annexes, then the Customer may claim from the Provider a penalty in amount of 0,2% of the service charge for Service Support according to Article 10.1. a) of this Contract per each day of the Provider's delay.
- **16.2.** In case of any delay the penalty shall be paid upon the penalty invoice issued by the Customer. The invoice shall be due within thirty (30) days following the receipt of the invoice by the Provider.
- **16.3**. If the Customer fails, for reason other than causes beyond its control, to fulfil its payment obligations duly and within terms specified in this Contract and its Annexes, then the Provider may claim from the Customer a penalty in amount of 0,05% of the unpaid amount per each day of the Customer's delay.
- **16.4.** In case of Customer's breach of its payment obligations the penalty shall be paid upon the penalty invoice issued by the Provider. The invoice shall be due within thirty (30) days following the receipt of the invoice by the Customer.
- **16.5.** Penalties shall be paid regardless to any damage occurring to the other Party. Damages can be claimed independently. The right to claim damages remains unaffected.

17. COPYRIGHT AND INDUSTRIAL PROPERTY

- 17.1. The copyrights to industrial property rights shall remain the property of the Provider. The Provider affirms that it has the right to furnish and grant relevant licence(s) to the outcome of the Service Support. The Provider hereby grants to the Customer non-exclusive and non-transferable licence(s) to use relevant software under this Contract. Licence(s) shall not be territorially limited.
- 17.2. The Provider shall clear the Customer of legal liability and shall protect it from any claims made against supposed breach of copyright and patent right as a result of use and/or handling of the Service Support by the Customer on the condition that the Customer provides the Provider with the opportunity to protect itself and reach settlement. This clause regarding exemption of liability shall not apply to a case

Contract No. ANS CR: 459/2014/PS/030 Contract No. Provider:

Service Contract

where the Service Support is used for purpose other than stated in this Contract and its Annexes.

- **17.3.** Should any court finally establish that there has been an infringement of copyright, the Provider shall reimburse the Customer for any costs, fines or damages incurred by breaching its obligations under the Article 17 of this Contract.
- **17.4.** The Provider undertakes to deliver the documents confirming its title to distribute software which is being delivered under this Contract.
- 17.5. The Provider hereby undertakes to provide the Customer with relevant licence(s) to software of third parties that is necessary for fulfilment of this Contract by the Provider in the extent according to the requirements of 17.1. of this Contract. The Supplier is obliged to provide the Customer with complete documentation regarding such software of third parties.

18. WITHDRAWAL

- **18.1.** The Customer has the right to withdraw from the Service Contract, if the Provider does not perform the Service Support in accordance with the Service Contract and/or if the Provider fails to implement its obligations in such a severe way that it influences the quality of the Service Support markedly. The following actions are deemed to be a marked breach of the Service Contract:
- a) delay in performance of the Service Support as stipulated in this Contract longer than thirty (30) days,
- **b)** repeated (i.e. more than twice) breach of obligations under Article 12 of this Contract,
- c) the fact that the Provider is insolvent / bankrupt in accordance with its national law.
- **18.2.** The Provider has the right to withdraw from the Service Contract, if the Customer:
- a) defaults in paying any invoice hereunder for more than thirty (30) days,
- b) repeatedly (i.e. more than twice) breaches his obligations under Article 11 of this Contract,
- c) is insolvent within the meaning of the Insolvency Act No. 182/2006 Coll. as amended.
- **18.3.** The withdrawal shall be made in writing including the reasons. The force and effect of the Service Contract shall expire upon delivery of a written notice to the other Party.
- **18.4.** The Customer has the right to withdraw from the Service Contract with a twelve (12) month notice period commencing the first day of the month immediately following the month of delivery of written notice to the Provider, without reason.

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19. FORCE MAJEURE

19.1. For the purposes of this Contract, the term force majeure applies to earthquake, storm, floods, epidemic diseases, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof. The Party referring to the force majeure is bound to inform the other Party immediately in writing when such an even has occurred and state the circumstances and reason of its occurrence.

- **19.2.** Neither of the Parties hereto shall be liable for failure to perform the Service Contract for the said reasons, however, this provision is only applicable over the period of existence of such reasons.
- **19.3.** Should a force majeure situation /status last more than three (3) months, any of the parties hereto is entitled to withdraw from this Contract after fourteen (14) days from sending a written notice and shall not be liable for any payments and/or compensations.

20. MISCELLANEOUS

- **20.1.** By signing the Service Contract the Provider acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Provider shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- **20.2.** The Provider acknowledges that the Customer is obliged to publish the Service Contract and associated information and documents related to the performance under the Service Contract pursuant to the Act No. 137/2006 Coll., on Public Procurement, as amended. However, information relating to copyright in accordance with Act No. 121/2000 Coll., Copyright Act, as amended, and information under provisions of Section 504 and Section 1730 subs. 2 of the Act No. 89/2012 Coll., Civil Code and information under the Aviation Regulation L17 will continue to be protected, if so expressly indicated by the Parties.
- **20.3.** The Provider undertakes to submit to the Customer a list of subcontractors who have received more than 10% of a part of one year's price which have received in one calendar year. This list shall be submitted no later than 28th February of the following year. In the event, that subcontractor is a joint stock company still accompanied by a list of holders of share, the Supplier shall submit to the Customer the list of such subcontractor's shareholders who own in aggregate more than 10% of the capital. The list of subcontractor's shareholders shall be executed ninety (90) days before the submission of the list of subcontractors at the latest.

Contract No. Provider:

Service Contract

20.4. Neither Party to this Contract shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party; such approval shall not be denied unreasonably. If the Provider subcontracts any part of this Contract, the Provider shall remain fully responsible for the due performance of this Contract.

21. DURATION OF THE CONTRACT

- **21.1.** This Contract is concluded for a definite period of time of seven (7) years starting from the day when it becomes effective.
- **21.2.** The above mentioned period of time of seven (7) years includes the Supply Warranty Period in the duration of one (1) year and the Service Support for six (6) years. The Supply Warranty Period is defined in the Contract for Work No. 458/2014/IS/120 that is known to both Parties.

22. SETTLEMENT OF DISPUTES

- **22.1.** Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore, which cannot be settled by Parties in a friendly manner, shall be final settled under the appropriate court of the Czech Republic the appropriate court of the Customer.
- 22.2. The court proceedings shall take place in the Czech Republic.
- **22.3.** The Service Contract shall be governed by and interpreted in accordance with the laws of the Czech Republic.

23. FINAL PROVISIONS

- **23.1.** The Service Contract becomes valid on the day of its signature by both Parties and effective on the date of starting the Supply Warranty Period as it is defined in Contract for Work No. 458/2014/IS/120 that is known to both Parties.
- **23.2.** The Parties declare that the individual Articles of this Contract are sufficient with regard to the essential aspect necessary for the formation of a contract-based relationship and that they have made the Service Contract on the basis of their free will, not under disadvantageous conditions for either of the Parties.
- **23.3.** The Provider declares to have and is liable for having the authorization for entrepreneurship within the range necessary for the performance of the Service Contract. Moreover, the Provider declares to take and is liable for taking professional care while performing the Service Support.

Contract No. Provider: Service Contract

23.4. This Service Contract has been signed by the Customer and the Provider by their duly authorized representatives in four (4) original counterparts, in English. Each Party shall receive two counterparts.

Annexes that form integral and inseparable part of this Contract:

Annex 1 – List of Supported Products

Annex 2 – Price calculation of the Service Contract

Annex 3 – List of the Customer's and the Provider's contact persons

In..... on.....

In Jeneč on....

For and on behalf of Provider's name

For and on behalf of Air Navigation Services of the

Czech Republic

Name: XXX

Name: Jan Klas

Title: xxxxxxx

Title: Director General

Signature:

Signature:

Annex 1 – List of Supported Product

Will be elaborated by the Supplier.

Annex 2 - Price Calculation of the Service Contract

Please fill in the prices into the cells marked by yellow colour.

ID	description	Months / Man Hours		Price per unit	Value in EUR excluding VAT
[E]	Prophylactic services The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract	72	×	0	= 0
(F)	Profesional Technical Support The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract	72	×	0	0
[G]	Security Risks Tracking, Evaluation and Removal The price of the Security Risks Tracking, Evaluation and Removal, based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months	72	×	0	0
[H]	Continual Development of Supported Products The price of the Continual Development of Supported Products within the scope and according to the conditions set forth in Article 6 of the Service Contract per 72 months	72	*	0	0
M	Maintenance of Supported Products Documentation The price of the Maintenance of Supported Products Documentation within the scope and according to the conditions specified in Article 7 of the Service Contract per 72 months	72	x	0	0
[1]	Training The price of the training shall cover all parts of the system according to Article 9 of the Service Contract per	72	×	0	0
[K]	Development and Support beyond other provisions of the Service Contract The total price of the Development and Support beyond other provisions of the Service Contract within the Scope and according to the conditions specified in Article 8 of the Service Contract per 84 months	2 500	x	0	0

ID	description	Value of Service contract in EUR
[8]	= [E]+[F]+[G]+[H]+[J]+[K]	A A STATE OF THE S

ANNEX 3 - LIST OF THE CUSTOMER'S AND THE PROVIDER'S CONTACT PERSONS

1. CUSTOMER

Contact persons for technical matters, technical supervision and organizational matters:

Ondrej Páleš AIM System Administrator

Telephone:

+420 220 37 28 24

E-mail:

pales@ans.cz

Jiří Sova

AIM System Administrator

Telephone:

+420 220 37 28 37

E-mail:

sova@ans.cz

2. SUPPLIER

Contacts for technical and organizational matters:

XXX

Telephone:

XXX

E-mail:

XXX

XXX

Telephone:

·////

E-mail:

XXX

Appendix [3] to the Order documentation

Breakdown of the total price

Appendix 3 - Breakdown of the total price

Please fill in the prices and other information into the cells marked by yellow colour.

Please, feel free to modify text in field/ID "D - Other Expences" to corespond with your offer.

Contract for Work

-	Contract for Work				
ID	description	Pieces of SW / Man Hours	Price per Piece in EUR excluding VAT	Value in EUR excluding VAT	
[A]	Software: The total price for the Software is calculated as follows: [A1] + [A2] + [A3]			0	
[A1]	AIM system (Server part)	[A1	.1] + [A1.2]	0	
[A1.1]		0	x 0	= 0	
[A1.2]	· ·	0	x 0	= 0	
[A2]	Workstations (Workstation part)	[A2	.1] + [A2:2]	0	
[A2.1]	Workstation's licence(s)	0	x 0	= 0	
[A2.2]	Third-party Software licence(s)	0	x 0	= 0	
[A3]	Other software of the Tenderer	MINDSON, IS		0	
[B]	The total price for the Project management is calculated as follows: [B1] + [B2] + [B3] + [B4] + [B5] + [B6] CDR			0	
[B2]	FAT execution			0	
[B3]	On-site Implemebtation			0	
[B4]	SAT execution			0	
[B5]	Switch-over Assistance	450	x 0	= 0	
[86]	Technical documentation according to the Contract for Work		nengania (A.	0	
[C]	Training: The training shall cover all parts of the system according to Article 5 of the Contract for Work			0	
[D]	Other expenses: The tenderer shall indicate any other costs if they are made up of various costs (such logistics, transport, travel expenses, etc.) The customer requires such costs transparently quantify and include in the offer price.			0	
ID	description	Value of <u>Contract for work</u> excluding VAT			
IWI	= [A]+[B]+[C]+[D]	NAME OF STREET	0	A STATE OF THE PARTY OF	

ID	description	Value of <u>Contract for work</u> in EUR excluding VAT
[W]	= [A]+[B]+[C]+[D]	O O

Appendix 3 - Breakdown of the total price

Please fill in the prices and other information into the cells marked by yellow colour.

Please, feel free to modify text in field/ID "D - Other Expences" to corespond with your offer.

description	Months / Man Hours		Price per unit	Value in EUR excluding VAT	
Prophylactic services	72	X	0	= 0	
The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract					
Profesional Technical Support	72	×	0	. 0	
The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract					
Security Risks Tracking, Evaluation and Removal					
The price of the Security Risks Tracking, Evaluation and Removal, based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months	72	X	0	* 0	
Continual Development of Supported Products	70	DATE:	0	- 0	
of the Service Contract per 72 months	12	•	U		
Maintenance of Supported Products Documentation		VE J			
The price of the Maintenance of Supported Products Documentation within the scope and according to the conditions specified in Article 7 of the Service Contract per 72 months	72	×	0	= 0	
Training	/*************************************			N. B. C. Alb.	
The prica of the training shall cover all parts of the system according to Article 9 of the Service Contract per	72	x	0	- 0	
Development and Support beyond other provisions of the Service Contract		100			
The total price of the Development and Support beyond other provisions of the Service Contract within the Scope and according to the conditions specified in Article 8 of the Service Contract per 84 months	2 500	×	0	. 0	
description	Value of Service contract in EUR				
= [E]+[F]+[G]+[H]+[I]+[J]+[K]		(3	0		
	Prophylactic services The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract Profesional Technical Support The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract Security Risks Tracking, Evaluation and Removal The price of the Security Risks Tracking, Evaluation and Removal, based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months Continual Development of Supported Products The price of the Continual Development of Supported Products within the scope and according to the conditions set forth in Article 6 of the Service Contract per 72 months Maintenance of Supported Products Documentation The price of the Maintenance of Supported Products Documentation within the scope and according to the conditions specified in Article 7 of the Service Contract per 72 months Training The price of the training shall cover all parts of the system according to Article 9 of the Service Contract per Development and Support beyond other provisions of the Service Contract The total price of the Development and Support beyond other provisions of the Service Contract within the Scope and according to the conditions specified in Article 8 of the Service Contract per 84 months	Prophylactic services The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract Profesional Technical Support The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract Security Risks Tracking, Evaluation and Removal The price of the Security Risks Tracking, Evaluation and Removal based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months Continual Development of Supported Products The price of the Contract per 72 months Maintenance of Supported Products Documentation The price of the Maintenance of Supported Products Documentation The price of the Service Contract per 72 months Training The prica of the Iraining shall cover all parts of the system according to Article 9 of the Service Contract per Development and Support beyond other provisions of the Service Contract per Development and Support beyond other provisions of the Service Contract within the Scope and according to the conditions specified in Article 8 of the Service Contract per 84 months Value of the Service Contract per 10 per 84 months	Prophylactic services The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract Profesional Technical Support The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract Security Risks Tracking, Evaluation and Removal The price of the Security Risks Tracking, Evaluation and Removal based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months Continual Development of Supported Products The price of the Continual Development of Supported Products within the scope and according to the conditions set forth in Article 6 of the Service Contract per 72 months Maintenance of Supported Products Documentation The price of the Maintenance of Supported Products Documentation within the scope and according to the conditions specified in Article 7 of the Service Contract per 72 months Training The price of the training shall cover all parts of the system according to Article 9 of the Service Contract per Development and Support beyond other provisions of the Service Contract within the Scope and according to the conditions specified in Article 8 of the Service Contract per 84 months Value of Security Contract per 84 months	Prophylactic services The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract Profesional Technical Support The price of the Prophylactic services per 72 months according to Article 3 of the Service Contract Profesional Technical Support The price of the Profesional Technical Support per 72 months according to Article 4 of the Service Contract Security Risks Tracking, Evaluation and Removal The price of the Security Risks Tracking, Evaluation and Removal, based on test conducted by the Customer, within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months Continual Development of Supported Products The price of the Continual Development of Supported Products within the scope and according to the conditions specified in Article 5 of the Service Contract per 72 months Maintenance of Supported Products Documentation The price of the Maintenance of Supported Products Documentation within the scope and according to the conditions specified in Article 7 of the Service Contract per 72 months Training The price of the training shall cover all parts of the system according to Article 9 of the Service Contract Development and Support beyond other provisions of the Service Contract The total price of the Development and Support beyond other provisions of the Service Contract Price price of the Development and Support beyond other provisions of the Service Contract Value of Service contract excluding VA	

Total Price

ID	Offer price breakdown of Contract for work and Service contract	Total Value of <u>Contracts</u> in EUR excluding VAT
[P]	= [W]+[S]	0





Customer:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) with its registered address at Navigační 787, Jeneč 252 61, Czech Republic ld. No.: 49710371

Additional Information No. 1 to Order Documentation – Public Contract "AIM System"

Ref. No. of the Public Contract - 403348

Pursuant to Section 49 (2) of Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act").

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) as a Customer of above mentioned public contract, received on 21st of April 2015 a request regarding additional information relating to Order Documentation. Customer provides following question in exact wording and answer.

Exact wording of the Question:

Subject: AIM System for the Air Navigation Services of the Czech Republic

With reference to the complexity of the requirements within the above mentioned Tender Documentation, we, respectfully request an extension of the bid submission date until the 08 June 2015.

Answer:

The Customer, as a state enterprise, is contracting body also called "the contracting entity", who is fully obliged to respect and proceed Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act") including the stated deadlines for the submission of offers and certain rules for extension of these deadlines. In this respect is however not possible to prolong the delivery deadline for the offer as there're currently no objective reasons which'd justify such a change in respect to the law. Please note that this might change in case of emergence of an objective reason and moreover the Customer has stated adequate long period for obtaining these documents. Please do your best in terms of the current schedule for offer provision deadline.

Air Navigation Services

of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC ANG PLANNING AND DEVELOPMENT DIVISION NAVIGAČNÍ 787, 252 61 JENEČ

Mr. Petr Faitl

22-04-2015

Director of ANS Planning and Development Division





Customer:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) with its registered address at Navigační 787, Jeneč 252 61, Czech Republic Id. No.: 49710371

Additional Information No. 2 to Order Documentation – Public Contract "AIM System"

Ref. No. of the Public Contract - 403348

Pursuant to Section 49 (2) of Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act").

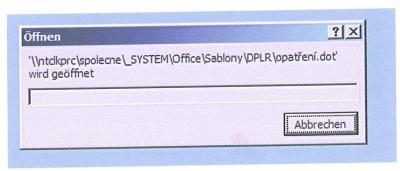
Air Navigation Services of the Czech Republic, state enterprise (ANS CR) as a Customer of above mentioned public contract, received on 22nd of April 2015 a request regarding additional information relating to Order Documentation.

Customer provides following question in exact wording and answer.

Exact wording of the Question:

Subject: AIM System for the Air Navigation Services of the Czech Republic

With reference to the complexity of the requirements within the above mentioned Tender Documentation, we, respectfully ask You to provide a set of clean MS Word documents. The current versions connect with the .dot template (see screen-shot).



- It takes several minutes to open a document of two lines
- It is not secure



Answer:

The Customer has made an edition of the following .dot files:

- Annex 3 of the Appendix 1- Operational Concept Description
- Annex 6 of the Appendix 1- Template of the Compliance Matrix of the EATMN System
- Annex 1 of the Appendix 2 List of Supported Products

This edition has no affect to their content.

The following edited files are attached to this additional information in an electronic form.

For the avoidance of doubt, the Customer imposes the obligation for Tenderers to use the modified versions of Annexes in their Offers:

- Annex 3 Operational Concept Description_version_2
- Annex 6 Template of the Compliance Matrix of the EATMN System_version_2
- Annex 1 List of Supported Products_version_2

Air Navigation Services

of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC ANS PLANNING AND DEVELOPMENT DIVISION NAVIGAČNÍ 787, 252 61 JENEČ

2 3 -04- 2015

Mr. Petr Fajtl

Director of ANS Planning and Development Division

Annex 1 – List of Supported Product

Will be elaborated by the Supplier.

Annex 3 – Operational Concept Description

Will be created by the Supplier.

Annex 6 - Template of the Compliance Matrix of the EATMN System

according to the Regulation (EC) No. 552/2004 Interoperability of the European ATM Network Requirements applicable to the AIM System document version: 2.0

The Supplier must fill the blank cells in the table:

- in the column "Appl." (applicable Yes / No): whether the requirement was taken into account and is met;
- in the column "Comment": an explanation of how the requirement is met, fulfilled or supported; in relation to means of compliance. When means of compliance is used, the references must be specific and unambiguous (e.g. ICAO Annex 15 / Aviation Regulations L15, Chapter 10, Section 10.3 Obstacle data set). It is not permissible to give only the name of the document (means of compliance). Where appropriate, the more resources (means of compliance) for one verification element might be stated.
- in the column "Evidence": a reference to documents supporting verification of compliance and/or demonstrating compliance with the requirement. The evidence (reference) must be specific and unambiguous (including numbers and names of referenced articles or reports in documentation proving that the requirement has been met). It is not permissible to give only the name of the document. E.g.: Table 1 Requirement 1.2 Maintenance: a reference to specific part of the user manual where the maintenance is described.

This template can be expanded to encapsulate other applicable regulatory requirements, Implementing Rules (IR) or Means of Compliance (MoC). (see Table 4) Guidance material:

- EUROCONTROL: EUROCONTROL-GUID-137, Guidelines on conformity assessment for the interoperability Regulation of the Single European Sky
- Civil Aviation Authority of the Czech Republic: Directive CAA / S-SLS-007-1 / 2011, Documentation requirements for system / constituents

Note: Some of the Requirements are not directly applicable to an AIS Provider or to the AIM System. But the AIM System might (or might not) contain functionalities or properties which might be able to support such Requirement. E.g. Table 3 (ADQ) — Requirement 3.14: Even though this requirement is applicable on Parties acting as data originators, the AIM System shall support the requirement laid down in Annex IV, Part D, Point 2, because it shall support geographical data referenced to WGS-84 as specified in the ICAO provisions referred to in point 2 of Annex III (Annex 15, Section 1.2.1 Horizontal reference system). This fact shall be described in the column "Comment" and the evidence shall be stated in the column "Evidence" as a references to AIM System documentation (e.g. as a references to relevant SSS document, ICD document, user manual document, etc...), all in the row 3.14 of the Table 3 (ADQ) below.

1. Compliance Matrix for documenting evidence of compliance with Regulation (EC) No. 552/2004 Interoperability of the European ATM Network Essential Requirements (Annex II to the Regulation)

Part A - General Requirements

Ro	Requirement		Verification element (key word)		Comment	Evidence
ER1	Seamless operation	1.1	Design and build			
		1.2	Maintenance			
		1.3	Operation			
		1.4	Information sharing (incl. import / export of information or data)			
ER2	Support for new concepts	2.1	New agreed and validated concepts of operation			
	of operation	2.2	Improved quality			
		2.3	Improved sustainability			
		2.4	Improved effectiveness			
		2.5	Improved safety			
		2.6	Improved capacity			
		2.7	New concepts examined			
ER3	Safety	3.1	Agreed safety management methodologies (assessment)			
		3.2	Agreed reporting methodologies and safety management			
		3.3	Safety nets (not duplicate or standby systems)			
		3.4	Safety requirements for the design, implementation, maintenance and operation			
		3.5	Normal and degraded modes (HMI and safety aspects)			
		3.6	Compatible with human capabilities			
ER4	Civil-military coordination	4.1	Support civil/military coordination			

		4.2	Safe and efficient use of airspace and airspace management Sharing of timely and correct information between civil and military parties		
ER5	Environmental constraints	5.1	Environmental impact		
ER6	Principles governing the logical architecture of systems	6.1	Harmonised, evolutionary and validated logical architecture of the system		
ER7	Principles governing the	7.1	Sound engineering principles of systems design		
	construction of systems	7.2	Modularity of the system and interchangeability of constituents		
		7.3	High availability		
		7.4	Redundancy and fault tolerance		

2. Compliance Matrix for documenting evidence of compliance with Regulation (EC) No. 552/2004 Interoperability of the European ATM Network Essential Requirements (Annex II to the Regulation)

Part B – Specific requirements:

EATMNSystem #7 - Systems and procedures for aeronautical information services

Re	Requirement		Verification element (key word)		Comment	Evidence
ER1	Seamless operation	1.1	Accurate, timely and consistent aeronautical information in electronic form			
		1.2	Commonly agreed and standardised data set			
ER2	Support for new concepts	2.1	Accurate, complete and up-to- date aeronautical information			
	of operation	2.2	Improvement of the efficiency of airspace and airport use			

	Requirement		Verification element (key word)	Appl. (Yes/No)	Comment	Evidence	
1	Article 4 Data set	1.1	Annex I / Part A: IAIP, aerodrome mapping and electronic obstacle data				
		1.2	Annex I / Part B: Electronic terrain data sets				
		1.3	Annex I / Part C: Metadata				
2	Article 5 Data exchange	2.1	Article 5(1) Direct electronic connection				
		2.2	Article 5(2) Annex II / Part A: IAIP, aerodrome mapping and electronic obstacle data				
		2.3	Article 5(2) Annex II / Part B: Electronic terrain data sets				
		2.4	Article 5(3) Digital NOTAM				
		2.5	Article 5(4)(a) AIP, AIP Amdt and AIP Sup: ICAO standards referred to in points 4 and 8 of Annex III (AIP and paper copy form)				
		2.6	Article 5(4)(b) AIP, AIP Amdt and AIP Sup: directly readable on a computer screen				
		2.7	Article 5(4)(c) AIP, AIP Amdt and AIP Sup: accordance with the data exchange format requirements laid down in Annex II (data exchange format)				
3	Article 6 Data quality	3.1	Article 6(1) Data quality requirements Annex IV, Part A, Point 1 to 4: Data items defined by the ICAO standards referred to in Annex III point 11 and other relevant ICAO standards				

	4 11 1 2(1)	1	
3.2	Article 6(1)		
	Data quality requirements		
	Annex IV, Part A, Point 5(a):		
	Accuracy and resolution		
3.3	Article 6(1)		
	Data quality requirements		
	Annex IV, Part A, Point 5(b):		
	Integrity level		
3.4	Article 6(1)		
3.4	Data avality requirements		
	Data quality requirements		
	Annex IV, Part A, Point 5(c):		
	Ability to determine the origin		
	of the data		
3.5	Article 6(1)		
	Data quality requirements		
	Annex IV, Part A, Point 5(d):		
	Level of assurance of data		
	availability		
3.6	Article 6(1)		
3.0	Data quality requirements		
	Annex IV, Part A, Point 6:		
0.7	Application data set support	1	
3.7	Article 6(2)		
	Evidence requirements		
	Annex IV, Part B, Point a):		
	Accuracy and resolution		
	compliance		
3.8	Article 6(2)		
	Evidence requirements		
	Annex IV, Part B, Point b):		
	History for each data item		
3.9	Article 6(2)		
0.0	Evidence requirements		
	Annex IV, Part B, Point c):		
	Data completeness		
2.40	Data completeness		
3.10	Article 6(2)		
	Evidence requirements		
	Annex IV, Part B, Point d):		
	Processes used for each data		
	item and data integrity		
3.11	Article 6(2)	\exists	
	Evidence requirements		
	Annex IV, Part B, Point e):		
	Data validation and verification		
	and integrity level		
3.12			
0.12	Evidence requirements		
	Annex IV, Part B, Point h) /		
	Annex IV, Part B, Point n) /		
	Annex IV, Part F:		
	Error reporting and		
	rectification		

3.13	Article 6(4) Data origination requirements Annex IV, Part D, Point 1) / Annex III Point 20: World Geodetic System — 1984	
3.14	Article 6(4) Data origination requirements Annex IV, Part D, Point 2) / Annex III Point 2: Horizontal reference system	
3.15	Article 6(4) Data origination requirements Annex IV, Part D, Point 3) / Annex III Point 3: Vertical reference system	
3.16	Article 6(4) Data origination requirements Annex IV, Part D, Point 4): Surveyed, calculated and derived data maintenance	
3.17	Article 6(4) Data origination requirements Annex IV, Part D, Point 5): Monitoring of critical or essential data	
3.18	Article 6(7) Data process requirements Annex IV, Part E, Point 1): Automated processing	
3.19	Article 6(7) Data process requirements Annex IV, Part E, Point 2): Manually entered data	
3.20	Article 6(8) Error reporting and rectification requirements Annex IV, Part F, Point a): Data processing problems recording and reporting	
3.21	Article 6(8) Error reporting and rectification requirements Annex IV, Part F, Point e): Error logging and feedback facilitation	
3.22	Article 6(8) Error reporting and rectification requirements Annex IV, Part F, Point f) and Point g): Recording of error rates when	

					-
			transferring data and		
			differentiation of errors prior to		
			transfer and reported after the		
_	A =		transfer		
4	Article 7	4.1	Article 7(2)		
	Consistency, timeliness and personnel performance		Annotation of data not meeting		
		4.0	the ADQ requirements		
		4.2	Article 7(3) AIP amendments and AIP		
		5.1	supplements publishing		
5			Annex V, Point 2) and Point		
3	Tools and	5.1			
	software requirements		3): Function performance without		
			adversely impacting the		
	roquiromonto		quality of data and infomration		
		5.2	Annex V, Point 4) to Point 6):		
		_	Software requirements		
			traceability, validation and		
			software evaluation		
6	Aricle 9	6.1	Article 9(1)		
	Data protection		Data protection		
			Annex VI, Point 1) and Point		
			2):		
			Protection against loss or		
		0.0	alteration (CRC32Q)		
		6.2	Article 9(1)		
			Data protection Annex VI, Point 3):		
			Security protection during		
			storage and when exchange		
		6.3	Article 9(1)		
		0.5	Data protection		
			Annex VI, Point 4):		
			Authentication when data		
			storage and transfer		
		6.4	Article 9(2)		
			Traceability on each data item		
			during its period of validity		
7	Article 11 Conformity or suitability for use of constituents	7.1	Annex VIII, Point 2)		
			Conformity assessment		
			activities (development of the		
		7.0	software tool)		
		7.2	Annex VIII, Point 3) Test environment and		
			constituents involved		
			(development of the software		
			tool)		
			(001)	l	

	4. Compliance Matrix for documenting evidence of compliance with other Implementing Rules (IR) or Means of Compliance (MoC)						
(if applicable)							
Re	Requirement		Verification element (key word)		Comment	Evidence	



Customer:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) with its registered address at Navigační 787, Jeneč 252 61, Czech Republic Id. No.: 49710371

Additional Information No. 3 to Order Documentation – Public Contract "AIM System"

Ref. No. of the Public Contract - 510904

Pursuant to Section 49 (2) of Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act").

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) as a Customer of above mentioned public contract, received on 27th of April 2015 a request regarding additional information relating to Order Documentation.

Customer provides following questions in exact wording and answers.

Exact wording of the Questions:

No.	Document	Chapter	Question
1	Order Documentation	7.1	Which are the mandatory requirements of the contracts (Contract for Work and Service Contract) that cannot be changed or supplemented?
2	Contract for Work	18.5	Do we understand correctly, that if third party components are declared (commercial or open source), their respective license terms or EULA are applicable? (This question also refers to the Service Contract 17.5).
3	Contract for Work	17.1	a) For which milestone(s) is this penalty applicable? b) What is the maximum total amount of penalties that may incur?
4	Service Contract	2.6	This clause refers to a provision of liability in the Contract for Work, but there is none. Could you please clarify or add the provision for liability for both contracts?
5	Service Contract	16.1	a) For which date(s) is this penalty applicable? b) What is the maximum total amount of penalties that may incur?



Answers:

No.	Document	Chapter	Answers
1	Order Documentation	7.1	A Tenderer shall not be entitled to make changes or supplementation of the mandatory requirements defined by the Customer, with the exception of the amendments that show the content of these mandatory requirements that must be made in order to fulfil its completion. A Tenderer is entitled to modify only the yellow highlighted parts in both Contracts. Any other changes or supplementations are not allowed. A Tenderer must fill in the following Annexes of the Contracts:
			(Contract for Work): - Annex 2 — AIM System — Technical Specification Requirements Compliance Matrix - Annex 3 — Operational Concept Description - Annex 4 — Price calculation of the Contract for Work - Annex 5 - List of the Customer's and the Supplier's contact persons - Annex 6 - Template of the Compliance Matrix of the EATMN System (Service Contract): - Annex 1 — List of Supported Products - Annex 2 — Price calculation of the Service Contract - Annex 3 — List of the Customer's and the Provider's contact persons and Appendix 3 of the Order documentation as well.
2	Contract for Work	18.5	Yes, it is correct. The system and all the components shall be properly covered by respective licences. In case of third party licences, respective licences of third party components have to be declared and delivered according to the Contract for Work - Article 18.5 and the Service Contract - Article 17.5. The list of supplied licences shall clearly identify the Customer's extend of use for each third party's licence.
3	Contract for Work	17.1	a) This Penalty applies for all Milestones declared in Article 10.1 of the Contract for Work (CDR, FAT, Training, On-site implementation, SAT and Final Site Acceptance Certificate). Articles 4.3 – 4.6 of the Contract for Work are applicable. b) The total amount of penalties is not limited.
4	Service Contract	2.6	Article 2.6 of the Service Contract refers to Article 15.1 of the Contract for Work, where is stated: "The Supplier is liable, that the Supply has the parameters stipulated in this Contract and its Annexes (this liability hereinafter referred to as the "Supplier's Warranty"".
5	Service Contract	16.1	 a) This Penalty applies for all dates declared in Articles 3.3, 4.8, 4.14, 5.5, 5.6, 6.3, 6.4, 7.3 of the Service Contract. b) The total amount of penalties is not limited.

Air Navigation Services of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC
ANS PLANNING AND DEVELOPMENT DIVISION
NAVIGACILITATIONS
20 -01-2015

29 -04- 2015

Mr. Petr Fajtl

Director of ANS Planning and Development Division





Customer:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) with its registered address at Navigační 787, Jeneč 252 61, Czech Republic Id. No.: 49710371

Additional Information No. 4 to Order Documentation – Public Contract

"AIM System"

Ref. No. of the Public Contract - 403348

Pursuant to Section 49 (2) of Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act").

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) as a Customer of above mentioned public contract, received on 12th of May 2015 a request regarding additional information relating to Order Documentation.

Customer provides following question in exact wording and answer.

Exact wording of the Question:

Call for Tender for Supply of an AIM System Request for extension of submission deadline for tenders

With reference to the above mentioned Call for Tender, we would like to inform you that we are intensely working on the preparation of the proposal fulfilling your requirements.

However, we would be very grateful if you could grant us an extension of the submission deadline by two weeks in order to be able to submit an exhaustive and substantial proposal in both technical and financial terms in due time.

We thank you very much in advance for understanding and look forward to hearing from you I this matter.

Answer:

The Customer, as a state enterprise, is contracting body also called "the contracting entity", who is fully obliged to respect and proceed Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act") including the stated deadlines for the submission of offers and certain rules for extension of these deadlines. In this respect is however not possible to prolong the delivery deadline for the offer as there're currently no objective reasons which'd justify such a change in respect to the law. Please note that this might change in case of emergence of an objective reason and moreover the Customer has stated adequate long period (60days) for preparing the offer. Please do your best in terms of the current schedule for offer provision deadline.

105- 2015 / Air Mavigation Services

of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC ANS PLANNING AND DEVELOPMENT DIVISION

Mr. Petr Fajtl

.....

NAVIGAČNÍ 787, 252 61 JENEČ

Director of ANS Planning and Development Division





Customer:

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) with its registered address at Navigační 787, Jeneč 252 61, Czech Republic Id. No.: 49710371

Additional Information No. 5 to Order Documentation – Public Contract

"AIM System"

Ref. No. of the Public Contract - 403348

Pursuant to Section 49 (2) of Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act").

Air Navigation Services of the Czech Republic, state enterprise (ANS CR) as a Customer of above mentioned public contract, received on 13th of May 2015 a request regarding additional information relating to Order Documentation.

Customer provides following question in exact wording and answer.

Exact wording of the Question:

Subject: AIM System for the Air Navigation Services of the Czech Republic

With reference to the time consuming procedures of acquiring qualification documents from the authorities in the Czech Republic for the above mentioned Tender Documentation and needed to comply with the Administrative qualifications, and although we initiated such requests already a few weeks ago, we, respectfully request an extension of the bid submission date until the 11 June 2015.

Answer:

The Customer, as a state enterprise, is contracting body also called "the contracting entity", who is fully obliged to respect and proceed Act no. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as "the Act") including the stated deadlines for the submission of offers and certain rules for extension of these deadlines. In this respect is however not possible to prolong the delivery deadline for the offer as there're currently no objective reasons which'd justify such a change in respect to the law. Please note that this might change in case of emergence of an objective reason and moreover the Customer has stated adequate long period (60days) for obtaining these documents. Please do your best in terms of the current schedule for offer provision deadline.

Air Navigation Services of the Czech Republic

AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC

AIR DAVIGATION SERVICES OF THE CECOTIVE ANS PLANNING AND DEVELOPMENT DIVISION NAVIGACNÍ 787, 252 61 JENEČ

Mr. Petr Fajtl

Director of ANS Planning and Development Division



Řízení letového provozu ČR, s.p. Odesláno 10. 03. 2015 Čís. podací Poč. příloh



Divize plánování a rozvoje LNS

Jmenování komise pro otevírání obálek, posouzení kvalifikace a posouzení a hodnocení nabídek

Předmět veřejné zakázky:

AIM System

Č. veřejné zakázky: 3413/001/15

Příkaz generálního ředitele číslo: 04/15/DPLR/005

ŘLP ČR, s.p.		
Zpracovatel: N	Mgr. Martin	Kozl

Jmenování komise pro posouzení a hodnocení nabídek

Verze:	1.0	Účinnost:	Patnáctým dnem ode dne podpisu tohoto příkazu
Závaznost:	Všechny zúčastněné ZOÚ ŘLP ČR,	s.p. a členové a r	áhradníci hodnotící komise
Zpracoval:	Mgr. Martin Kozl DPLR/SPVZ/OVZ	Podpis:	
Doporučil:	Mgr. Petr Fajtl Ředitel DPLR	Podpis:	
Schválil:	Ing. Jan Klas Generální ředitel ŘLP ČR, s.p.	Podpis:	
		Datum:	0 9 -03- 2015
Rozdělovník:	 Generální ředitel ŘLP ČR, s.p. Ředitel divize provozní Ředitel divize plánování a rozv 		strategie a manažerské podpory
Ruší se:			
Mění se:			
Související normy:			

ŘLP ČR, s.p.

Zpracovatel: Mgr. Martin Kozl

Na základě ustanovení zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů (dále jen "zákon"), jmenuji hodnotící komisi k nadlimitní veřejné zakázce na dodávky zadávané v otevřeném řízení "AIM System", která bude plnit funkci komise pro otevírání obálek s nabídkami dle § 71 odst. 1 zákona a současně bude také plnit funkci zvláštní komise pro posouzení kvalifikace dle § 59 odst. 2 zákona a hodnocení nabídek dle § 74 odst. 1 zákona v tomto složení:

Člen komise	ZOÚ	Náhradník	ZOÚ
Ing. Marek Dočkal	DPRO/LIS	Ondřej Páleš	DPRO/LIS/OLP
Ing. Michal Ekart	DPRO/LIS/KA	Ing. Karel Tesárek	DPRO/LIS/OLP
Ing. Jiří Latiok	DPLR/SRPI/OPM	Ing. Jan Prokopec	DPLR/SRPI/OPM
Ing. Libor Jílek	DPRO/LIS	Iva Rýdlová	DPRO/LIS
Robert Zücker	DPLR/SRPI/OINV	Ing. Kateřina Vlachová	DPLR/SRPI/OINV
Mgr. Martin Kozl	DPLR/SPVZ/OVZ	Mgr. Martin Grill	DPLR/SPVZ/OVZ
Mgr. Ivana Sýkorová	DPLR/SPVZ/OPV	Mgr. Tereza Drboutová	DPLR/SPVZ/OPV

Svoláním prvního jednání hodnotící komise pověřuji Mgr. Martina Kozla. Na svém prvním jednání si hodnotící komise zvolí ze svých členů předsedu a místopředsedu. Volby organizuje DPLR(SPVZ/OVZ a odborně dozoruje zástupce DPLR/SPVZ/OPV, či náměstek DPLR/SPVZ, pokud je členem komise. Všichni členové komise (a náhradníci) učiní písemné prohlášení o nepodjatosti k veřejné zakázce. Další jednání hodnotící komise svolává a řídí její předseda, pokud není přítomen, místopředseda. Hodnotící komise může jednat a usnášet se, jsou-li přítomny nejméně 2/3 členů, nebo jejich náhradníků. Hodnotící komise rozhoduje většinou hlasů přítomných členů. Náhradník se účastní jednání komise na vyzvání předsedy komise v případě, že se jednání komise nemůže účastnit její řádný člen. Komisi pověřuji hodnocením kvalifikace uchazečů, posouzením a hodnocením nabídek.

Členové hodnotící komise a náhradníci jsou povinni zachovávat mlčenlivost o věcech, o nichž se dozvěděli

v souvislosti s výkonem své funkce.

Činnost komise je vymezena v takto stanovených termínech:

Otevírání obálek s nabídkami, kontrola nabídky z hlediska požadovaného obsahu (komise sepisuje protokol o otevírání obálek).

Termín:

05/2015

Posouzení kvalifikačních předpokladů (komise sepisuje protokoly o posouzení kvalifikace).

Termín:

05/2015

Posouzení a hodnocení nabídek a určení pořadí nabídek (komise sepisuje zprávu o posouzení a hodnocení nabídek).

Termin:

05-06/2015

Příprava "Oznámení o výběru nejvhodnější nabídky" a předložení zadavateli 06/2015 Termin:

Tento příkaz se ruší dnem uzavření smlouvy nebo zrušením zadávacího řízení.

Příkaz GŘ č. 04/15/DPLR/005 Verze: 1.0



Řízení letového provozu České republiky

Zadavatel:

Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.) se sídlem Navigační 787, Jeneč, PSČ: 252 61, IČO: 49 71 03 71,

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771.

Veřejná zakázka: "AIM System"

dle Oznámení o zakázce uveřejněného dne 26. 3. 2015 ve Věstníku veřejných zakázek evidenční č. 403348

PROTOKOL O DRUHÉM JEDNÁNÍ HODNOTÍCÍ KOMISE ZE DNE 25. 5. 2015

OTEVÍRÁNÍ OBÁLEK S NABÍDKAMI

dle § 71 zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů

Složení hodnotící komise

Členové hodnotící komise

Jn	néno a příjmení člena komise
1.	Ing. Marek Dočkal
2.	Ing. Michal Ekart
3.	Ing. Jiří Latiok
4.	Ing. Libor Jîlek
5.	Robert Zücker
6.	Mgr. Martin Kozl
7.	

Náhradníci za členy hodnotící komise

Jn	néno a příjmení náhradníka člena komise
1.	
2.	
3.	
4.	
5.	
6.	
7.	Mgr. Tereza Drboutová

Komise pro otevírání obálek převzala 3 ks obálek s nabídkami uchazečů, které byly předloženy ve lhůtě pro podání nabídek. V souladu s § 71 odst. 7 ZVZ komise otevírala obálky postupně podle pořadového čísla a kontrolovala, zda je nabídka zpracována v požadovaném jazyku a zda je návrh smlouvy podepsán osobou oprávněnou jednat jménem či za uchazeče.

1/ Nabídka společnosti IDS - Ingegneria Dei Sistemi S.p.A.

Nabídka společnosti IDS - Ingegneria Dei Sistemi S.p.A. je zpracována v požadovaném jazyku, avšak oba návrhy smluv č. 458/2014/IS/120 a 459/2014/PS/030 nejsou podepsány osobou oprávněnou jednat za uchazeče. Nabídková cena činí 1.773.776 EUR bez DPH. Nabídka nesplnila zákonné požadavky podle § 71 odst. 7 ZVZ, a proto byla dle § 71 odst. 9 ZVZ hodnotící komisí vyřazena.

2/ Nabídka společnosti Indra Czech Republic s.r.o.

Nabídka společnosti Indra Czech Republic s.r.o. je zpracována v požadovaném jazyku a oba návrhy smluv č. 458/2014/IS/120 a 459/2014/PS/030 jsou podepsány osobou oprávněnou jednat za uchazeče. Nabídková cena činí 1.437.827 EUR bez DPH. Nabídka splnila zákonné požadavky podle § 71 odst. 7 ZVZ a bude předána k posouzení splnění kvalifikačních předpokladů.

3/ Nabídka společnosti FREQUENTIS Czech Republic s.r.o.

Nabídka společnosti FREQUENTIS Czech Republic s.r.o. je zpracována v požadovaném jazyku a oba návrhy smluv č. 458/2014/IS/120 a 459/2014/PS/030 jsou podepsány osobou oprávněnou jednat za uchazeče. Nabídková cena činí 3.595.972 EUR bez DPH. Termín implementace činí 8 kalendářních měsíců. Nabídka splnila zákonné požadavky podle § 71 odst. 7 ZVZ a bude předána k posouzení splnění kvalifikačních předpokladů.

Závěr: Zadavatel obdržel ve lhůtě pro podání nabídek 3 ks nabídek k veřejné zakázce "AIM System". Komise konstatovala, že dvě předložené nabídky splnily zákonné požadavky podle § 71 odst. 7 ZVZ a budou předány k posouzení splnění kvalifikačních předpokladů. Jedna nabídka zákonné požadavky podle § 71 odst. 7 ZVZ nesplnila, a proto byla dle § 71 odst. 9 ZVZ hodnotící komisí vyřazena. Příští jednání, na kterém komise posoudí splnění kvalifikačních předpokladů, bude operativně svoláno.

Identifikační údaje o uchazečích:

,			100	717	C(11) /Ludlicts none minto	Mobielle	Nárah canloum	Nobiale	Nahidbowá cena hez
For.		Fravni	27		orano, by unster popr. musto	LADIONA	Joury	ı vabidba ,	INADIANOVA CCITA DOZ
<u>,</u>	název/jméno a příjmení	forma			podnikání, je-h odlišně od bydlistě		podepsan	vyrazena	DFH V EUK
	uchazeče, případně					v požadova-	noqoso	ano/ne	
	obchodní firma					ném jazyku	oprávněnou		
						ano/ne	jednat jménem		
							či za uchazeče		
							ano/ne		
1.	1. IDS - Ingegneria Dei	a.s.	77042	IT00672210507	Via Enrica Calabresi, 24	ANO	NE	ANO	1.773.776
	Sistemi S.p.A.				56121 Pisa, Itálie				
2		s.t.o.	s.r.o. 65409981	CZ65409981	Karolinská 650/1,	ANO	ANO	NE	1.437.827
	s.t.o.				186 00 Praha 8, ČR				
3.	3. FREQUENTIS Czech	s.t.o.	s.t.o. 29053285	CZ29053285	Táborská 940/31,	ANO	ANO	NE	3.595.972
	Republic s.r.o.				140 00 Praha 4, ČR				

nabídky použít rovněž nelze, neboť nabídku nelze dodatečně doplňovat, přičemž se nejedná ani o možnost podle ust. § 76 odst. 3 ZVZ, kdy může zadavatel požádat uchazeče o doklady, protože se nejedná o kvalifikaci. Možnost uvedenou ve fázi posuzování nabídek podle ust. § 76 odst. 3 ZVZ v případě nejasnosti požádat uchazeče o písemné vysvětlení IT00672210507 (dále jen "uchazeč") hodnotící komise konstatovala, že nabídka uchazeče je zpracována v požadovaném jazyku, avšak oba návrhy smluv č. 458/2014/IS/120 a 459/2014/PS/030 nejsou podepsány osobou oprávněnou jednat za uchazeče. Uchazeč tak nesplnil požadavek zadavatele a ZVZ na podepsání návrhu smlouvy o dílo hodnotící komise kontroluje soulad nabídky s požadavky zákona uvedenými v 🖇 71 odst. 7 ZVZ a tuto kontrolu provádí na základě uchazečem předložených dokladů. Jestliže nabídka nevyhoví požadavkům podle odst. 7 citovaného ustanovení ZVZ, hodnotící komise je povinna nabídku vyřadit. Zadavatel pak bezodkľadně vyloučí uchazeče, jehož nabídka byla komisí vyřazena, z účasti v zadávacím řízení podle ust. § 71 odst. 9 ZVZ. Komise dále uvádí, že tento nedostatek nelze zhojit v žádné další fázi zadávacího řízení, neboť ve fázi posuzování kvalifikace nelze použít ustanovení 🖇 59 odst. 4 ZVZ, aby uchazeč písemně objasnil předložené informace či doklady nebo předložil další informace či Vyřazena nabídka č. 1 - Po provedení kontroly nabídky společnosti IDS - Ingegneria Dei Sistemi S.p.A. se sídlem Via Enrica Calabresi, 24, 56121 Pisa, Itálie, IČO: 77042, č. 458/2014/IS/120 a servisní smlouvy č. 459/2014/PS/030 osobou oprávněnou jménem či za uchazeče. Nad rámec výše uvedeného komise uvádí, že ve fázi otevírání obálek doplnění dokladů podle ust. § 68 odst. 3 ZVZ. Hodnotící komise tak v souladu s ustanovením § 71 odst. 9 ZVZ výše uvedenou nabídku uchazeče vyřadila.

V Jenči dne 25. 5. 2015

Podpis všech členů hodnotící komise:

Jméno a příjmení člena komise/náhradníka	podpis člena komise/náhradníka člena
člena komise	komise
Ing. Marek Dočkal	M
Ing. Michal Ekart	Charl
Ing. Jiří Latiok	WAI } 2
Ing. Libor Jílek	need
Robert Zücker	NS 1
Mgr. Martin Kozl	
Mgr. Tereza Drboutová	Drhh

Příloha:

Listina přítomných uchazečů
 Protokol o předání a převzetí nabídek hodnotící komisí

PŘÍLOHA K PROTOKOLU O OTEVÍRÁNÍ OBÁLEK

A. Informace o nahlížení do protokolu

Jméno a příjmení osoby, která nahlédla do protokolu	Obchodní firma/název/jméno, příjmení organizace, vůči níž je osoba, která nahlédla do zprávy v pracovněprávním či obdobném vztahu	Datum nahlédnutí do protokolu	Náklady za výpis/opis v Kč	Podpis osoby, která nahlédla do protokolu
			<u> </u>	
		3474		





Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.) se sídlem Navigační 787, Jeneč, PSČ: 252 61, IČO: 49 71 03 71,

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771.

Veřejná zakázka: "AIM System"

dle Oznámení o zakázce uveřejněného dne 26. 3. 2015 ve Věstníku veřejných zakázek evidenční č. 403348

LISTINA ÚČASTNÍKŮ PŘÍTOMNÝCH PŘI OTEVÍRÁNÍ OBÁLEK S NABÍDKAMI ZE DNE 25. 5. 2015

dle § 71 odst. 8 zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů

Při otevírání obálek s nabídkami dne 25. 5. 2015 byli přítomni tito uchazeči:

obchodní firma/jméno a příjmení uchazeče	identifikační číslo/rodné číslo uchazeče	sídlo/místo podnikání uchazeče	podpis uchazeče
FREQUENTS CE		CE, Praka	Trat &
INDRA CLECH REPUBLIC S. R.O.		CE, Protec CL, Praha Piza, Hálie	Yours
Ds.	880405/4503	Piza, Halie	NZ
		/	/





Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.) se sídlem Navigační 787, Jeneč, PSČ: 252 61, IČO: 49 71 03 71,

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771.

Veřejná zakázka: "AIM System"

dle Oznámení o zakázce uveřejněného dne 26. 3. 2015 ve Věstníku veřejných zakázek evidenční č. 403348

PROTOKOL O PŘEDÁNÍ A PŘEVZETÍ NABÍDEK HODNOTÍCÍ KOMISÍ

Zadavatel veřejné zakázky předal celkem 3 (slovy tři ks) obálek s nabídkami uchazečů, které jsou uvedeny v Seznamu nabídek tvořícím přílohu tohoto protokolu, hodnotící komisi ve složení:

Přítomní členové hodnotící komise

Jn	néno a příjmení člena komise
1.	Ing. Marek Dočkal
2.	Ing. Michal Ekart
3.	Ing. Jiří Latiok
4.	Ing. Libor Jílek
5.	Robert Zücker
6.	Mgr. Martin Kozl
7.	Mgr. Tereza Drboutová

Komise pro posouzení a hodnocení nabídek potvrzuje převzetí shora uvedených nabídek.

V Jenči dne 25. 5. 2015

Mgr. Petr Fajtl

ředitel Divize plánování a rozvoje letových navigačních služeb

Mgr. Martin Kozl předseda hodnotící

komise

Příloha: Seznam nabídek





Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.) se sídlem Navigační 787, Jeneč, PSČ: 252 61, IČO: 49 71 03 71,

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771.

Veřejná zakázka: "AIM System"

dle Oznámení o zakázce uveřejněného dne 26. 3. 2015 ve Věstníku veřejných zakázek evidenční č. 403348

SEZNAM PŘIJATÝCH NABÍDEK

Zadavatel veřejné zakázky převzal ve lhůtě k podání nabídek, která skončila dne 25. 5. 2015 v 10:00 hodin, nabídky následujících uchazečů:

Poř. č. nab.	Obchodní firma/název/ jméno a příjmení uchazeče	Sídlo uchazeče	IČO/RČ/ datum narození uchazeče	DIČ uchazeče	Datum podání nabídky	Čas podání nabídky
1.	IDS - Ingegneria Dei	Via Enrica Calabresi, 24,	77042	IT00672210507	22. 5. 2015	11:10
	Sistemi S.p.A.	56121 Pisa, Itálie				
2.	Indra Czech	Karolinská 650/1,	65409981	CZ65409981	25. 5. 2015	08:35
	Republic s.r.o.	186 00 Praha 8, ČR				
3.	FREQUENTIS	Táborská 940/31,	29053285	CZ29053285	25. 5. 2015	09:10
	Czech Republic s.r.o.	140 00 Praha 4, ČR				

V Jenči, dne 25. 5. 2015



ZPRÁVA O POSOUZENÍ A HODNOCENÍ NABÍDEK

Podle § 80 odst. 1 zákona č. 137/2006 Sb., o veřejných zakázkách ve znění pozdějších předpisů (dále jen "ZVZ")

1. Evidenční číslo veřejné zakázky: 403348

2. Název veřejné zakázky: AIM System

3. Identifikační údaje o zadavateli

Obchodní firma/ název/ jméno, příjmení zadavatele	Řízení letového provozu České republiky, státní podnik
Sídlo/ místo podnikání/bydliště zadavatele	Navigační 787, 252 61 Jeneč
Jméno (-a) a příjmení osoby oprávněné jednat jménem zadavatele	Ing. Jan Klas, generální ředitel

4. Seznam posuzovaných nabídek

Poř. č.	Obchodní firma nebo název uchazeče		IČO	Datum podání nabídky	Čas podání nabídky
1.	IDS - Ingegneria Dei Sistemi S.p.A.	Via Enrica Calabresi, 24, 56121 Pisa, Itálie	77042	22. 5. 2015	11:10
2.	Indra Czech Republic s.r.o.	Karolinská 1, 186 00 Praha 8	65409981	25. 5. 2015	08:35
3.	FREQUENTIS Czech Republic s.r.o.	Táborská 940/31, 140 00 Praha 4, ČR	29053285	25. 5. 2015	09:10

5. Seznam nabídek, které byly hodnotící komisí ze zadávacího řízení vyřazeny

Číslo nabídky	Firma/Důvod pro vyřazení nabídky
1.	Nabídka uchazeče IDS - Ingegneria Dei Sistemi S.p.A. se sídlem Via Enrica Calabresi, 24, 56121 Pisa, Itálie, IČO: 77042, DIČ: IT00672210507 (dále jen "uchazeč"). Po provedení kontroly nabídky uchazeče při otevírání obálek hodnotící komise konstatovala, že nabídka uchazeče je zpracována v požadovaném jazyku, avšak oba návrhy smluv č. 458/2014/IS/120 a č. 459/2014/PS/030 nejsou podepsány osobou oprávněnou jednat za uchazeče. Uchazeč tak nesplnil požadavek zadavatele a ZVZ na podepsání návrhu smlouvy o dílo č. 458/2014/IS/120 a servisní smlouvy č. 459/2014/PS/030 osobou oprávněnou jménem či za uchazeče. Hodnotící komise tak v souladu s ustanovením § 71 odst. 9 ZVZ výše uvedenou nabídku uchazeče vyřadila, a proto zadavatel v souladu s ustanovením § 71 odst. 9 ZVZ rozhodl o vyloučení uchazeče z účasti v zadávacím řízení.
2.	Nabídka uchazeče Indra Czech Republic s.r.o., se sídlem Karolinská 1, 186 00 Praha 8, IČO: 65409981, (dále jen "uchazeč") byla v rámci posouzení nabídek posouzena z hlediska splnění požadavků zadavatele uvedených v zadávacích podmínkách a hodnotící komise konstatovala, že nabídka uchazeče nesplnila požadavky zadavatele uvedené v zadávacích podmínkách. Z tohoto důvodu byla tato nabídka v souladu s ustanovením § 76 odst. 1 ZVZ hodnotící komisí vyřazena. Jelikož byla nabídka uchazeče hodnotící komisí vyřazena, zadavatel v souladu s ustanovením § 76 odst. 6 ZVZ rozhodl o vyloučení uchazeče z účasti v zadávacím řízení.
3.	Nabídka uchazeče FREQUENTIS Czech Republic s.r.o. , se sídlem Táborská 940/31, 140 00 Praha 4, IČO: 29053285, (dále jen "uchazeč") byla v rámci posouzení nabídek posouzena z hlediska splnění požadavků zadavatele uvedených v zadávacích podmínkách a hodnotící komise konstatovala, že nabídka uchazeče nesplnila požadavky zadavatele uvedené v zadávacích podmínkách. Z tohoto důvodu byla tato nabídka v souladu s ustanovením § 76 odst. 1 ZVZ hodnotící komisí vyřazena. Jelikož byla nabídka uchazeče hodnotící komisí vyřazena, zadavatel v souladu s ustanovením § 76 odst. 6 ZVZ rozhodl o vyloučení uchazeče z účasti v zadávacím řízení.

6. Popis hodnocení nabídek včetně odůvodnění
Hodnocení nabídek neproběhlo, neboť byli z účasti v zadávacím řízení vyloučeni všichni dodavatelé.
S ohledem na tento fakt doporučuje hodnotící komise zadavateli v souladu s ustanovením § 84 odst. 1 písm. b) ZVZ toto zadávací řízení zrušit.

7. Výsledek hodnocení

Pořadí	Obchodní firma/ název/ jméno, příjmení dodavatele/ zájemce

8. Složení hodnotící komise a podpisy členů hodnotící komise

imé	no a příjmení člena komise	vlastnoruční podpis člena komise
1.	Ing. Marek Dočkal	des
2.	Ing. Michal Ekart	Clark
3.	Ing. Jiří Latiok	17/12
4.	Iva Rýdlová	, Eldh
5.	Robert Zücker	
6.	Mgr. Martin Kozl	Mal
7.	Mgr. Ivana Sýkorová	Genna"

9. Předání zprávy o posouzení a hodnocení nabídek zadavateli

Zpráva byla předána zadavateli dne	0 7 -07- 2015
Jméno a příjmení osoby oprávněné jednat jménem zadavatele	Ing. Jan Klas
Podpis oprávněné osoby zadavatele	Va-1
Razítko zadavatele	České republiky ŘÍZENÍ LETOVÉHO PROVOZU ČR, S.P. NAVIGAČNÍ 787, 252 61 JENEČ -1-

PŘÍLOHA Č. 1 KE ZPRÁVĚ O POSOUZENÍ A HODNOCENÍ NABÍDEK

A. Informace o nahlížení do zprávy

Obchodní firma/ název/ jméno, příjmení organizace, vůči níž je osoba, která nahlédla do zprávy v pracovněprávním či obdobném vztahu	RČ/ číslo občanského průkazu osoby, která nahlédla do zprávy	Datum nahlédnutí do zprávy	Náklady za výpis/opis v Kč	Podpis osoby, která nahlédla do zprávy
	příjmení organizace, vůči níž je osoba, která nahlédla do zprávy v pracovněprávním či	příjmení organizace, vůči níž je občanského osoba, která nahlédla do zprávy v pracovněprávním či která nahlédla	příjmení organizace, vůčí níž je osoba, která nahlédla do zprávy v pracovněprávním či občanského nahlédnutí do zprávy která nahlédla	příjmení organizace, vůči níž je občanského nahlédnutí výpis/opis osoba, která nahlédla do zprávy průkazu osoby, v pracovněprávním či která nahlédla výpis/opis





Řízení letového provozu České republiky, státní podnik, se sídlem Jeneč, Navigační 787, PŠČ: 252 61, IČO: 49 71 03 71,

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771.

> Veřejná zakázka: "AIM System"

dle Oznámení o zakázce uveřejněného dne 26. 3. 2015 ve Věstníku veřejných zakázek evidenční č. 403348

ROZHODNUTÍ O ZRUŠENÍ ZADÁVACÍHO ŘÍZENÍ

dle § 84 odst. 1 písm. b) zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů (dále jen "ZVZ")

Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.), se sídlem Jeneč, Navigační 787, PSČ: 252 61, IČO: 49710371, (dále jen "zadavatel") zahájil dne 25. 3. 2015 odesláním formuláře Oznámení o zakázce do Věstníku veřejných zakázek realizaci nadlimitní veřejné zakázky zadávané v otevřeném řízení s názvem "AIM System" (dále jen "veřejná zakázka").

Zadavatel v souladu s § 84 odst. 1 písm. b) ZVZ r u š í toto zadávací řízení.

Odůvodnění:

Z účasti v zadávacím řízení byli vyloučeni všichni dodavatelé. Proto bylo rozhodnuto, jak je výše uvedeno.

0 7 -07- 2015	1 .
V Jenči dne	W
	Řízení letového provozu České republiky, státní podnik Ing. Jan Klas, generální ředitel ŘLP ČR, s.p.