

The International Comparative Legal Guide to:
Public Procurement 2010

A practical insight to cross-border Public Procurement



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1 Relevant Legislation

1.1 What is the relevant legislation and in outline what does each piece of legislation cover?

In the Czech Republic, public procurement is governed by two acts and several pieces of delegated legislation implementing the EC legislation (the relevant provisions of the Treaty establishing the European Community - EC Treaty, Council Directives 2004/18/EC, 2004/17/EC and the follow-up Commission regulations stipulating mainly the application thresholds).

The main material pieces of legislation and delegated legislation are as follows:

- Act No. 137/2006 Coll., on Public Contracts, as amended - this is the main act implementing both Council Directives stipulating the procedures for the award of public contracts, design contests, supervision over compliance with the Act and the conditions for the maintenance operation of the list of approved economic operators.
- Governmental Executive Regulation No. 77/2008, on Setting up the Financial Limits for the Purposes of the Act on Public Contracts, on the Delimitation of Products Procured by the Czech Republic - Ministry of Defence to which Special Financial Limits Applies, and on the Recalculation of Financial Values Laid down in the Act on Public Contracts in Euros into Czech Currency.
- Ministry Ordinance No. 274/2006 Coll., Laying Down the List of Products in the Field of Defence for Purposes of the Act on Public Contracts.
- Act No. 139/2006 Coll., on Concession Contracts and Concession Procedure, as amended.
- Governmental regulation No. 78/2008 Coll., on Setting up the Financial Limits for the Purposes of the Act on Concession Contracts and Concession Procedure.

1.2 How does the regime relate to supra-national regimes including the GPA and/or EC rules?

As the European Community is a party to the Governmental Procurement Agreement, obligations arising from the GPA are reflected in the EC legislation on public procurement (mainly in Directives 2004/18/EC and 2004/17/ES). The Czech Republic, being a Member of the EC, has fully implemented the EC legislation and, therefore, both the GPA and EC rules frame the grounds for the regulation of public contracts in the Czech Republic.

1.3 What are the basic underlying principles of the regime (e.g. value for money, equal treatment, transparency) and are these principles relevant to the interpretation of the legislation?

The underlying principles of the legal regulation of public contracts evolved from the EC Treaty and from the EC Procurement Directives. Namely, they are the principles of transparency, non-discrimination, equal treatment, mutual recognition and proportionality. The aim of the legal regulation is the assurance of the efficiency, effectiveness and expediency of spending public resources. This aim should be reached mainly by creating conditions for the concluding of contracts paid from public resources with effective competition among suppliers from all over the EU. The public contract legislation is always interpreted in light of these principles.

1.4 Are there special rules in relation to military equipment or any other area?

Since Article 10 of Directive 2004/18/EC exempted those products falling within the scope of Article 296 of the EC Treaty from the effects of the Directive, this exemption is contained in Czech regulation as well. As a result, the contracting authorities are not obliged to apply the Act on Public Contracts for purchases of military products from the list which is contained in Ordinance No. 274/2006 Coll., if the purpose of their procurement is the defence and security of the Czech Republic. Also, the Act on Public Contracts does not have to be applied in cases of above-threshold public contracts on the same military products if they are procured for the armed forces of the Czech Republic.

2 Application of the Law to Entities and Contracts

2.1 Which public entities are covered by the law (as purchasers)?

The list of public entities obliged to follow the Act on Public Contracts strictly follows the Public Procurement Directives. The public entities being such contracting authorities are:

- a) Czech Republic (the Government, Ministries, the Parliament, the Presidential Office, state administrative authorities, etc.);
- b) state allowance organisations;
- c) local or regional authorities and allowance organisations founded by local or regional authorities; and

- d) legal persons established or set up for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, financed, for the most part, by the State or another contracting authority, or subject to the management supervision of the State or another contracting authority, or having an administrative, managerial or supervisory board more than half of whose members are appointed by the State or other contracting authority.

2.2 Which private entities are covered by the law (as purchasers)?

There are two types of private entities covered by the Act on Public Contracts:

“Subsidised Contracting Entity” is a person (legal or natural) awarding a public contract, which is reimbursed by more than 50% from financial means provided by a contracting authority, even through another person, in respect of:

- (i) above-the-threshold public construction works contract (see question 2.3), the subject-matter of which is either the execution of public works concerning the activities listed in Annex 3 to the Act on Public Contracts or public work contracts concerning health care facilities, sports facilities, facilities designed for recreation and leisure time, school or buildings for administrative purposes; or
- (ii) above-the-threshold public service contracts relating to the public work contracts mentioned under (i) above.

“Sector Contracting Entity” is a person pursuing any of the activities listed in Section 4 of the Act on Public Contracts (corresponding to those activities according to Articles 3 to 7 of Directive 2004/17/EC) if:

- (i) it pursues such activity on the basis of a special or exclusive right; or
- (ii) the contracting authority can exert a dominant influence over it, whether directly or indirectly.

Rights and obligations set up by the Act on Public Contracts differ slightly for Subsidised Contracting Entities and Sector Contracting Entities.

2.3 Which types of contracts are covered?

The term public contract is defined in the Act on Public Contracts as a contract for pecuniary consideration entered into between the contracting authority and one or more suppliers (economic operators), the subject of which is either the supply of products, provision of services or execution of construction works. The types of contracts (with a focus on the subject-matter) covered by the procurement legislation are public supply contracts, public service contracts and public construction works contracts. The Act on Public Contracts also differentiates between the above-the-threshold public contracts, below-the-threshold public contracts and small-scale public contracts, depending on the expected monetary obligation of the contracting authority (see below). The fulfilment of different obligations can be required for each type of public contract.

2.4 Are there threshold values for determining individual contract coverage?

The application of the Act on Public Contracts and the procedures stipulated therein is subject to reaching monetary thresholds, which means that the Act on Public Contracts applies only if the expected monetary obligation of the contracting authority reaches or exceeds the thresholds. The thresholds set up in Czech law exactly

correspond to the thresholds prescribed by the European Commission (effective as of 1 January 2008 and reviewed every two years).

Above-the-threshold public contracts are contracts, the value (the expected monetary obligation of the contracting authority) of which is at least:

- (i) for public supply contracts:
 - CZK 3,782,000 (EUR 133,000) or the entities mentioned above in question 2.1, parts a) and b) (for the Ministry of Defence, this limit applies only for the products listed in Governmental Regulation 77/2008 Coll.);
 - CZK 5,857,000 (EUR 206,000) for the entities mentioned above in question 2.1, parts c) and d) (for the Ministry of Defence, for products not listed in the Governmental Regulation 77/2008 Coll.); and
 - CZK 11,715,000 (EUR 412,000) for Sector Contracting Entities;
- (ii) for public service contracts:
 - CZK 3,782,000 for the entities mentioned above in question 2.1, parts a) and b), except for the public service contracts mentioned below;
 - CZK 5,857,000 for:
 - the entities mentioned above in question 2.1, parts c) or d);
 - the entities mentioned above in question 2.1, parts a) or b) for the services listed in the EC Common Procurement Vocabulary under the numbers 7524, 7525 and 7526, and under category 8;
 - the entities mentioned above in question 2.1, parts a) or b) for services listed in Annex 2 to the Act on Public Contracts; and
 - Subsidised Contracting Entities; and
 - CZK 11,715,000 for the Sector Contracting Entities; and
- (iii) for public construction works contracts: CZK 146,447,000 (EUR 5,150,000).

Below-the-threshold public contracts are contracts ranging in value from CZK 2,000,000 in cases of supply or service contracts and CZK 6,000,000 in cases of construction works contracts up to the value of the above-the-threshold contracts.

A small-scale public contract is a contract the value of which does not reach the thresholds of below-the-threshold contracts.

2.5 Are there aggregation and/or anti-avoidance rules?

Dividing public contracts into several contracts intending to circumvent the thresholds (such as concluding four contracts each with consideration in the amount of CZK 1,900,000 instead of one public contract with consideration in the amount of CZK 7,600,000) is strictly prohibited. The value of a contract must include the value of the contracts required by the contracting authority in exercising an option and also any remuneration, costs compensation or any other payments paid by the contracting authority to the suppliers during or in connection with the proceedings.

2.6 Are there special rules for concession contracts and, if so, how are such contracts defined?

The awarding of concession contracts is governed by Act No. 139/2006 Coll., on Concession Contracts and Concession Procedures. Concession contracts are defined in Section 16 thereof as contracts by which the supplier assumes the obligation to provide

services or even execute works and the contracting authority allows the supplier to gain profit from the provided services or from the executed works, as the case may be, together with partial monetary consideration. Significant parts of the risk connected with the gaining of profit shall be borne by the supplier.

3 Procedures

3.1 What procedures can be followed, how do they operate and is there a free choice amongst them?

The Act on Public Contracts provides (in accordance with the EC Directives) for six different types of procedures:

- open procedure;
- restricted procedure;
- negotiated procedure with publication;
- negotiated procedure without publication;
- competitive dialogue; and
- simplified below-the-threshold procedure.

In an open procedure, the suppliers are invited to demonstrate their qualifications and submit their offers in one stage. The restricted procedure and the negotiated procedure with publication consist of two stages. In the first one, the suppliers prove their qualifications and those which fulfil the qualification requirements are invited to tender. In the negotiated procedure with publication, negotiations take place about the offers. In the negotiated procedure without publication, the addressed suppliers are invited to negotiate the contract first and, on the basis of the negotiations, they are invited to submit their offers. Competitive dialogue first requires the qualification of the suppliers and those which qualify are then invited to negotiate possible solutions acceptable for the contracting authority. After such convenient solution is found, all those qualified suppliers are invited to submit their offers. In simplified below-the-threshold procedures, only the addressed suppliers are invited to qualify and to submit their offers in one stage.

Whereas, contracting entities are free to use the open and restricted procedures, negotiated procedures may be used only in precisely specified situations. The Sector Contracting Authority is not limited to the use of the negotiated procedure with publication. Public contracts with exceptionally complicated subject-matter justify the application of the competitive dialogue, which, however, is not available for the Sector Contracting Authorities, as well as the simplified below-the-threshold procedure.

3.2 What are the rules on specifications?

Technical specifications are used in order to describe the characteristics and requirements of the procured products, services or works. The specifications shall be established objectively and unequivocally in a way that they express the intended use of the product, service or work. The contracting authority is free to choose whether it will formulate the technical specification by reference to technical standards (Czech standards implementing the European standards, European technical approvals, general technical specification published in the Official Journal of the European Union, international standards or other technical specifications) or whether it will refer to functionality or performance requirements (environmental characteristics included) or combine both methods. The suppliers are also allowed to prove their compliance with the specification by other means. The specification shall always be expressed in non-discriminatory terms. The business name, designations of names and surnames,

specific indication of products and services which are distinctive for a certain person, or patents of invention, trademarks or indication of origin or other requirements capable of eliminating certain suppliers may be used only in exceptional cases.

3.3 What are the rules on excluding tenderers?

Only tenderer's bids which fulfil the qualification criteria prescribed by the contracting authority or in the tender documentation in accordance with the Act on Public Contracts are taken into account in open procedures and only tenderers which fulfil those criteria are invited to tender in restricted and negotiated procedures or competitive dialogue. The qualification criteria must be described transparently and non-discriminatorily in the contract notice or tender documentation and they must consist of the basic and professional qualification and options of the economic and financial and technical qualification. The criteria available for the contracting authority are enumerated in the Act on Public Procurement. Also, an already qualified tenderer may be excluded if its offer is unacceptable due to its being contrary to law, being submitted after the time limit, not covering the subject-matter of the tender or otherwise being contrary to the tender conditions or containing an extraordinary low offer price.

3.4 What are the rules on short-listing tenderers?

In the restricted procedure, negotiated procedure with publication and competitive dialogue, the contracting authority may decide not to invite all tenderers that fulfilled the qualification criteria to bid. This must be apparent from the contract notice or from the tender documentation. Objective, transparent and non-discriminatory criteria for the selection of tenderers, as well as the maximum number of tenderers to be invited to bid, must be provided. Those criteria have to correspond to one or more economic and financial or technical qualification criteria. Those tenderers which satisfy those criteria the best shall be invited to tender.

3.5 What are the rules on awarding the contract?

The rules on awarding contracts have to always be made public before the offers are submitted by the participants. According to the Act on Public Procurement, the contracting authorities may choose either the "lowest price" rule, or the "most economically advantageous" rule (in competitive dialogue, only the most economically advantageous rule is available). While the advantage of the lowest price rule is a high level of transparency and comparability of the offers, the most economically advantageous rule enables the authorities to consider the offers more complexly from various viewpoints. In these cases, the partial awarding criteria must be established, such as quality, technical level of the offered performance, design, environmental characteristics, operational costs, the contractual conditions (guarantee, time limits, etc.). The transparency and predictability of the evaluation of the tenders is, however, crucial in order to avoid the objection of other tenderers.

3.6 What methods are available for joint procurements?

In practice, it can be convenient for several contracting authorities to initiate a single common award procedure instead of multiple. The Act on Public Contracts provides for two possible ways of organising the relationship between contracting authorities for joint procurement. One enables the contracting authorities to establish an association of contracting entities. Such association of

contracting authorities is then considered a single contracting authority for the purpose of the Act on Public Contracts.

The second option is centralised procurement through a central purchasing body. The central purchasing body then either procures the supplies and services itself and then resells them to the other contracting authorities for a price not higher than the original purchase price or it procures supplies and services on behalf of the other contracting authorities. Both regimes require a written agreement to be signed between the contracting authorities.

3.7 What are the rules on alternative bids?

Alternative bidding must be expressly permitted by the contracting authority in the tender conditions. In such cases, only the “most economically advantageous offer” rule may be used for awarding contracts. The contracting authority shall set up requirements for alternative bids and for offers in the tender documentation.

4 Exclusions and Exemptions (including in-house arrangements)

4.1 What are the principal exclusions/exemptions and who determines their application?

Since the Czech legal regulation of public procurement must be in accordance with the EC Procurement Directives, the application exemptions also correspond to those mentioned in the EC Directives. Military equipment purchases were already mentioned above, another example could be contracts awarded by a contracting authority to another contracting authority on the basis of an exclusive right. It is primarily always the contracting authority itself that has to determine its (non-)obligation to proceed according to the Act on Public Procurement and it is always its liability for any default.

4.2 How does the law apply to “in-house” arrangements, including contracts awarded within a single entity, within groups and between public bodies?

One of the exemptions mentioned above states that the contracting authorities are not obliged to proceed according to the Act on Public Contracts when awarding a contract to a person who carries out a significant part of its business in favour of such public authority and in which the contracting authority exerts exclusive proprietary rights. A set of exemptions applies to the Sector Contracting Authorities while, in special circumstances, awarding contracts to an affiliated person or other Sector Contracting Authority.

5 Remedies and Enforcement

5.1 Does the legislation provide for remedies/enforcement and if so what is the general outline of this, including as to *locus standi*?

Tenderers often feel that their rights stipulated by the Act on Public Procurement were violated by contracting authorities. In such cases, the suppliers, who are or were interested in being awarded the contract, may raise objections and may give incentives for a review of the purchaser’s actions by the Office for the Protection of Competition (“UOHS” - *Urad pro ochranu hospodarske soutezce*). The UOHS is empowered to impose interim, corrective and coercive measures on contracting authorities, such as prohibition to

conclude contracts, suspension or termination of award proceedings, setting aside an act of the contracting authority or imposition of fines. A remedy against the decision of the UOHS may be sought through the court.

5.2 Can remedies/enforcement be sought in other types of proceedings or applications outside the legislation?

Generally, it is likely that an unsuccessful tenderer will initiate a civil or administrative judiciary proceeding claiming damages or declaring the invalidity of a contract, however, the success in such cases is conditioned by a failure of the contracting authority to comply with its obligations. Such failure, though, must have been previously declared by the UOHS in a review procedure. Of course, proceedings before the European Commission according to the EC Review Directives may be initiated on the basis of the complaint of a supplier.

5.3 Before which body or bodies can remedies/enforcement be sought?

If a supplier decides that their rights were infringed due to the action of a contracting authority, they are firstly obliged to claim remedy from the contracting authority by raising an objection. If the supplier’s objections are refused by the contracting authority, a complaint may be lodged with the UOHS. Within the UOHS, appeals to the Chairman of the UOHS are possible. After this procedure, the supplier may file an action against the decision of the UOHS with the regional court in Brno, which is competent to hear cases to which the UOHS is a party. An appeal to the Supreme Administrative Court is also possible.

5.4 What are the legal and practical timing issues raised if a party wishes to make an application for remedies/enforcement?

According to Czech law, remedies can be sought only within specific time limits, the failure of which gives the relevant authority the right to refuse such objection or complaint. Raising an objection with a competition authority, which is a *conditio sine qua non* for subsequent lodging a complaint with the UOHS, must be delivered to the contracting authority within 15 days from the day when the supplier learned of the infringement of law, however, no later than when the public contract is concluded. The complaint must be delivered to the UOHS within 10 days of the delivery of the negative decision of the contracting authority on the objections to the supplier. This leaves little latitude for any tactical games, such as holding off objections until the contract is actually awarded to another supplier and then invoking the illegality of qualification requirements. This also confers higher demands on the suppliers which must carefully watch the award proceedings and consider their rights properly.

5.5 What remedies are available after contract signature?

If the UOHS concludes that the contracting authority acted in breach of the Act on Public Contracts, a fine can still be imposed. However, no other measures are available for the UOHS. Unlike the previous legal regulation, the current Act on Public Contracts does not stipulate that contracts concluded contrary to the Act on Public Contracts are invalid. Nevertheless, in cases of manifest misconduct the invalidity of such contract could be deduced from basic civil law principles. However, the invalidity of the contract often must be declared by a court.

5.6 What is the likely timescale if an application for remedies/enforcement is made?

The timescale of enforcement is unfortunately highly unpredictable. Remedies may be claimed from the competition authority in several stages, the UOHS, the Regional Court and the Supreme Administrative Court and it is common that, for example, the Regional Court sets aside the decisions of the UOHS and the UOHS must address the case again. It has happened that UOHS decisions were set aside three times before the court was satisfied with the reasoning of the UOHS and the whole case took three years to conclude. On the other hand, objections may be accepted by the competition authority and no following steps need to be undergone.

5.7 Is there a culture of enforcement either by public or private bodies?

There are no powers vested in private bodies relating to the enforcement of the public procurement obligations of the contracting authorities. Also, no public bodies other than those mentioned in the previous parts (UOHS, courts) are able to force contracting authorities to obey the laws.

5.8 What are the leading examples of cases in which remedies/enforcement measures have been obtained?

Since judicial or administrative decisions are not sources of law in the Czech Republic and serve only for the purposes of interpretation, decisions cannot be automatically applied in other cases. However, the decisions of UOHS' sentencing of Lesy CR (a state company managing state-owned forests) may be noteworthy. Firstly, it took a long time to establish that Lesy CR was a contracting authority (a European Commission decision was decisive) and Lesy CR is now often punished for the incorrect application of the Act on Public Contracts, such as use of an inappropriate award procedure.

6 Changes During a Procedure and After a Procedure

6.1 Does the legislation govern changes to contract specifications, changes to the timetable, changes to contract conditions (including extensions) or changes to contract terms post-signature? If not, what are the underlying principles governing these issues?

The Act on Public Procurement does not contain any express provision dealing with changes of tender conditions during award procedures which are not interpreted as prohibited. However, limited information can be found governing the time limits within which it is stated that the contracting authority must adequately prolong the time limits in case it changes the published award notice. Generally, any change during an award process should be carried out in accordance with the basic principles of transparency, non-discrimination and equal treatment. This firstly requires announcing any change in the same way as amending documents in a timely manner so that all potential tenderers have enough time to adapt.

Post-signature adjustments of contracts are not expressly governed by the Act on Public Contracts, unless such could be treated as a new public contract. The contracting authorities shall not enter into a public contract of a relevant value without initiating the award

procedure. A material change of a contract could be considered a new contract if the amended contract conditions do not reflect the tender conditions. Contracting authorities may use simplified procedures under certain circumstances.

When deciding cases dealing with this issue, the UOHS and the courts usually follow the ECJ's ruling. The criterion for assessing these issues is the effect on the tenderers who participated in the award procedure and their offers. In other words, it should not happen that if the tenderers had known about the change they would have submitted different offers or another tenderer would have been awarded the contract.

6.2 In practice, how do purchasers and providers deal with these issues?

The necessity to amend a concluded public contract is always inconvenient. While minor changes raise no issues, substantial amendments often accompany attempts of the contracting parties to circumvent the law and such changes are implemented without any adherence to award procedures.

7 Privatisations and PPPs

7.1 Are there special rules in relation to privatisations and what are the principal issues that arise in relation to them?

Privatisations are regulated by Act No. 92/1992 Coll., on Conditions of Transfer of the State's Property to Other Persons. According to this act, the government may decide which property under the state's ownership will be sold. Firstly, a privatisation project has to be elaborated stating the possible manners of the privatisation, such as direct sale, tender, public auction or insertion of the property into a business company with a subsequent privatisation of the shares. The government (in the case of direct sale) or the Ministry of Finance (in other cases) then decides on the concrete method of privatisation. The use of the Act on Public Contracts therefore depends on the state authority's decision.

7.2 Are there special rules in relation to PPPs and what are the principal issues that arise in relation to them?

For the implementation of a PPP project, concession contracts are concluded on the basis of the Act on Concession Contracts. This procedure is in many aspects identical to procedures governed by the Act on Public Contracts combining features of the negotiated procedure with publication and competitive dialogue. The contracting authorities are free to choose whether to proceed with negotiation on the offers or whether to negotiate the best arrangement of the project and then invite the candidates to tender.

8 Other Relevant Rules of Law

8.1 Are there any related bodies of law of relevance to procurement by public and other bodies, such as freedom of information or general contract law?

In the wider context, many other acts are connected with the public procurement process. Firstly, general civil law and contract law regulation are notable. These rules are used for the preparation of contracts, they govern the general liability questions, guaranties,

(in)validity of legal acts, and so on:

- Act No. 64/1964 Coll., the Civil Code; and
- Act No. 513/1991 Coll., the Commercial Code.

Also the legislation governing the procedure of the UOHS as well as before courts may be useful:

- Act No. 500/2006 Coll., the Code of Administrative Procedure;
- Act No. 99/1963 Coll., the Code of Civil Procedure; and
- Act No. 150/2002 Coll., the Code of Procedure of Administrative Judiciary.

9 The Future

9.1 Are there any proposals to change the law and if so what is the timescale for these and what is their likely impact?

A proposal to amend the Act on Public Procurement is currently in the legislative process; however, the timing of its enactment is highly unpredictable as new parliamentary elections will take place in the autumn of 2009. The proposal aims to implement experience with the practical application of the Act on Public Contracts and specifies certain provisions whose interpretation was deemed ambiguous. It strengthens the powers of the UOHS when enforcing the obligations of both the contracting authorities as well as the suppliers. A new register of suppliers with restricted access to public contracts is being introduced in which a list will be kept of suppliers which committed an administrative offence consisting of intentional misconduct when proving qualification. These changes range within the possibilities of the current EC legislation.

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Ondrej Knebl is a Senior Lawyer at BBH specialising in public procurement, TMT and M&A and, in the course of his professional practice, he has acquired extensive experience and knowledge not only in his legal specialisations but also in key aspects of outsourcing, e-commerce and PPP projects and Mr. Knebl further advises utility companies and governmental institutions in their strategic procurements and investments.

Ondrej Knebl participated in national public procurement projects while providing counsel to the Ministry of the Interior such as in a project to purchase data and voice services for the Czech Republic's public sector; advising on the legal feasibility of a unique outsourcing project and on the implementation contracts; legally structuring the centralised purchase of a leading software delivery for the governmental agencies and counseling on the acquisition of a central data depository system for governmental and non-governmental agencies.

Mr. Knebl has been advising numerous clients on various public procurement topics, among which the SKODA group of companies, a major heavy machinery and transport supplier, CEZ, a.s., the leading energy group in CEE, and BDO IT a.s., a local member of the world's fifth largest assurance, tax, financial advisory and consulting services group are deserving of mention.

Mr. Ondrej Knebl joined BBH in 2005. Prior to this, he participated in providing legal services at a premium Czech law office. Mr. Knebl received his law degree from the Charles University in Prague becoming a member of the Czech Bar Association in 2004. Ondrej Knebl speaks native Czech and fluent English.

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Recently, Jiri led a team of BBH lawyers advising SKODA HOLDING a.s. in the sale of its subsidiary Skoda Power, a.s. (the world's leading producer of steam turbines, heat exchangers and other technological devices in the energy field) to the Korean company Doosan Heavy Industries & Construction. The transaction is valued at about CZK 11.5 billion and the settlement is scheduled for November/December 2009. This transaction is regarded as one of the largest M&A transactions in the entire CEE region for 2009.

Jiri studied law at Charles University in Prague completing his degree in 1992 (Mgr.) and at the University of Hamburg, Germany, completing his LL.M in 1993 and his doctorate in 1996. His doctoral thesis about privatisation and foreign direct investment in the Czech Republic was written at the Max-Planck-Institute for international and foreign private law in Hamburg, Germany. He worked for international law firms in Munich and Prague before joining BBH in 2001 and becoming Partner in 2004. From 2006 till 2008 he worked as General Director in the newly established Moscow office of BBH.

Jiri is also the author of many publications on Corporate and Competition Law in the Czech Republic and its harmonisation with European Law. Jiri was among the authors of the so-called Agenda 2003 at the Euro Czech Forum, a joint institution of the Chambers of Industry and Commerce of Britain, France, Germany, the Netherlands and Sweden. Jiri is also a Member of the Expert team of the Czech Bar specialising in European Law and he periodically lectures on aspects of Competition Law, European Law and Russian business environment.



BBH, Attorneys at Law, v.o.s. is one of the most significant Czech law firms. Formally established in the year 2000, it took on the business of a leading international law firm, which had been operating in the Czech Republic since 1990. BBH is currently also present in the Russian Federation (BBH Legal LLC) in Moscow and in Slovakia (BBH Slovensko, s.r.o.) in Bratislava.

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