

COMERCIAL ACTIVITIES OF COMPANY – PRINCIPLES OF PROCUREMENT OF GOODS AND SERVICES

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The thesis is focused on the business of airlines. The thesis describes methods of procurement, public business under the Civil, Commercial Code and the Law on Public Procurement. In recent years, procurement were added electronically. Further parts discusses the various steps in the implementation of practical, financial limits and the most important part is dedicated to the public tender joint stock company of Kosice Airport and the evaluation criteria in selecting the best supplier challenges and requirements for procurement.

Key words : Public, procurement, tendering, contracting

1 INTRODUCTION

Procurement procedures are in accordance with the Public Procurement Act, which will award contracts for supplies, contracts for building works, service contracts, and concession contest. It is actually effective management of the resources of the state budget, which is an annually expended considerable fund.

What is important is the knowledge of the laws, which deal with public procurement, as well as applied when all participants announcers Procurement. These laws are: the Commercial Code, the Civil Code and the Law on Public Procurement. It is concluded that the basic principles of transparency and non-discrimination, equal treatment of tenderers and candidates competition is kept.[1]

In the procurement of process it must comply with the fundamental principles of which are:

- Transparency,
- non-discrimination,
- ensuring a level playing field for candidates
- effectiveness / efficiency in the spending of public funds,
- responsibility,
- the contracting authority tries with these basic principles seek a contractor to whom a contract guarantees him to get a contract, in
- the required time,
- quality,
- the best possible price and that risks arising from the contract will be distributed in an equitable manner.[1]

According to Act No. 523/2003 Coll procurement distinguish the following procedure:

- tender,
- increased competition
- negotiated procedure,
- negotiated procedure without publication,
- contest.

2 THE PROCESS OF INTRODUCING THE PUBLIC TENDER

The process of the Public Tender goes in the following steps:

- statement by public tender,
- changing the terms of the tender and its abolition,
- to overthrow design competition,
- reimbursement of costs associated with participation in the competition,
- revocation, amendment proposal,
- selection and design right to reject all proposals,
- notification of unsuccessful participants.[2]

Tender procedure is most appropriate proposals to contract. The award is meant to meet at least two or more proposals for various entities that are trying to best meet the requirements of the caller. It is a tender, so tender that address announcer indeterminate group of persons. These people can not be addressed individually, the Commercial Code does not preclude the generic determination of the challenge.[2]

Statement tender is a unilateral act, which is associated with legal consequences. Tender is

announced by publication of the call for proposals of a contract. Competitive down Section 282 use form and content of the Commercial Code. Formalities as a competitive form are written statements and the publication of the contents of the competitive conditions in an appropriate form.

Commercial Code provides further, meaning a suitable way of publication, but leaves the decision to the applicant. The applicant must ensure that the competition was public, it means that the call for competition must be open to the public (eg. by publication in the media, in the Journal of Business, etc.).

Content requirements call for competition can be divided into mandatory and optional. The mandatory content requirements of OVS that must contain particulars:

- definition of the object desired liability (general definition is sufficient),
- principles of other content intended the contract to which the caller insists and demands that were included in the draft contract,
- definition of the submission of proposals,
- determining the deadline by which proposals may be submitted to a contract (the competitive period),
- definition of time to the selected proposal (called Acceptance time).

Optional particulars are other elements, which the caller can specify in the call, but that is not essential for the validity of OVSOVS also referred to as conditions of competition.[2]

2.1 Changing conditions of VOS and its abolition

Statement of the tender is legal action that has legal consequences. Promoter of the competition is bound by his consent and conditions to have opened the competition that may change, or may cancel the tender issued only if the right reserved in the tender conditions. Changes in conditions, respectively abolition declared of commercial tender are governed by § 283 of the Commercial Code.

It is always necessary to keep in mind that in business there may be unforeseeable circumstances that cause the caller will be interested in it, declared that the conditions of competition may

change, or even a competition full repeal. The announcer is advantageous to think of this possibility before launching into a VOS playing field incorporates the right to modify, respectively the right to cancel the entire tender.[2]

The site must be formally changed in the terms or cancel the competition published in the same manner as the conditions of competition were announced. Changes in the conditions of tender, respectively, the cancellation becomes effective on the date of publication.

The Commercial Code does not provide a deadline by which the caller is authorized to change the terms declared in the tender or cancel the tender. In practice, disputes often result if the caller can change Public Tender conditions or cancel the bid only to the time when the first draft contract, or may do so until the end of the period to the selected proposal (acceptance deadline). Given that no adjustment in this regard is, believe it can be done so by the end of the period to the selected proposal.[2]

If the caller changes conditions of the tender or cancel the tender without having the right reserved in terms of competition or fails to repeal or change the way the competition is responsible for damage caused by their actions under § 757 of the Commercial Code.[2]

2.2 Abjection the proposal to the competition

Commercial Code governs the conditions under which the caller may be included in the design competition. Any proposal which come the caller must satisfy the conditions of competition.

The content of the proposal in terms of including competition lay down in § 284 paragraph. 1 of the Commercial Code: The application may be included in the competition, only when its content corresponds to the published conditions of competition. Since the conditions of competition, the proposal may be adjusted only to the extent permitted by the conditions of competition.

Commercial Code, however, allows the possibility to deviate from the terms of the competition, in this case, if that possibility is provided directly declared in the tender conditions. The announcer can be some of the conditions of competition for proposals to determine clearly, others may keep some variability.[2]

The time requirement of including the proposal in the competition provides § 284 paragraph. 2 Commercial Code. The competition is not included in the proposal, which was submitted after the deadline specified in the tender conditions.[2]

2.3 Reimbursement of costs of participation in the contest

Plaintiffs are entitled to recover the costs associated with participation in the competition, only when they recognize the right playing field. (§ 284 paragraph. 3 CC).

Commercial Code, the decision is left to the caller, if awarded tenderer (claimant) is entitled to recover the costs associated with participation in the competition. Entitled to recover costs but have only those participants who meet the conditions of competition, and not in the competition to win. If the caller decides to accord the participants of a claim for costs is appropriate to determine the competitive conditions and other terms relating to the payment of costs.[2]

Commercial Code stipulates the conditions under which it is possible to have submitted a proposal to revoke or amend.

Appeals submitted proposal amends section 285 paragraph. 1 of the Commercial Code, which provides that:

The proposal may not be withdrawn after the deadline specified in the tender conditions for submission of proposals, unless the conditions of competition grant applicant withdraw the draft law after the expiration of this period. Conditions of competition may determine that a proposal can not be revoked after its submission.

If competitive conditions provide otherwise, the proposal may be withdrawn by the deadline for the submission of the proposals.[2]

2.4 Selection of the design and the right to reject all proposals

The purpose of the tender is to select the best proposal for the contract. Commercial Code in connection with the selection of the proposal in § 286 provides that: announcer selects the best proposals submitted and shall adopt its manner and within the period that determine the conditions of

competition. If the tender document is not intended method of selecting the most suitable design, the Organizer is entitled to choose the design that best suits him.[2]

The announcer must choose the most appropriate design. The Commercial Code stipulates no conditions, as the announcer should do when choosing. The announcer is not in selecting the best design restricted. The exception is when the announcer introduced the method of selecting the tender conditions. Given that the caller is bound by the terms of competition must follow the selection rules that can determine. If the contract terms are no rules failing to selection depends entirely on his will.

After selecting the most suitable design is obliged to inform the caller acceptance manner and time that determine the conditions of competition. If the caller fails to contest the way in terms of communication, you may choose any suitable method. If you notice the way in terms of competition, must meet specified way communication.[2]

The announcer is obliged to accept a proposal that was chosen (§ 287 of the Commercial Code). Adoption of the proposal is a legal act, which entails the creation of certain rights and obligations. Adoption of the draft notification shall be made within the period stipulated in the tender conditions. A contract is concluded at the moment when the notification of acceptance of the proposal comes to the developer.

The announcer is always obliged to choose the most appropriate one proposal. In practice, however, there are cases where none of the proposals the caller does not or will come only 1 proposal, or just one design could be included in the competition. For this situation, the caller should remember and be in the contest conditions reserve the right to reject all proposals (§ 287 paragraph. 2 CC). If the caller has not reserved that right he is to select one proposal, even if he fails to comply.[2]

2.5 Notification of unsuccessful participants

Promoter shall, without delay after the contest under Section 288 of the Commercial Code, to inform participants who failed to contest that their proposals were rejected. If the caller fails

to fulfill its obligation to the party and contest this proceeding damage occurs, you may, subject to the terms of any applicable statutory compensation for the damage to the caller.[2]

3 TENDER OF KOŠICE AIRPORT

Trading company Airport Košice - Košice Airport, as under the Act. 25/2006 Coll position of authority, refers to it thus appropriate treatment of this Act applicable to the authorities (including the financial limits). Company as announces a public tender in terms of the applicable Commercial Code, regardless of the financial limit - for the fulfillment of the law of the criteria (§ 281 et seq. CC) it is a commercial public competition.[3]

The airport has received ON 21 - Shopping - these are internal, that is inaccessible to the public free standard. The current well-being of its amendment, the standard internally regulated procurement process at the airport. As the number of staff responsible for the promulgation and selection of all procurement carried out at the airport, depending on the type of contract.[3]

The contracting authority shall select the candidate based on the information gathered on the subject of the contract, subject to market research principles on the effective utilization of funds
Market research conducted:

- the responsible employee of the contracting authority,
- when ordering material goods services, performance of work requiring special knowledge of the contract provides market research on the meaning of the deputy in charge of that section respectively. his representative,
- at least two businesses in one of the following methods, respectively combination thereof, subject to the principles of spending money:
 - fax, if necessary, e-mail survey
 - survey based on a letter sent by post
 - personal research
 - survey based on price lists, catalogs, or internet
 - addressing business forms.

In addition to taking account of the market economy principles must be considered:

- costs of carrying out market research, depending on the estimated value of the supplies, services, respectively works,
- the price of the supplies, services, respectively works,
- transportation costs for the delivery, installation costs,
- discount rates, stock prices, respectively. rebate amount in
- quality, or references. others, depending on the nature of the contract.[3]

With reference to the responsible employee survey conducted brief record. This record will be part of the documentation of the security contract (contracts, invoices, cash receipt).

Finance Department provides procurement contracts under orders of the department. When ordering, orders require special knowledge to the contract to the department actively participates in and is responsible for the training site.

Collection of procurement, assessment and evaluation of procurement, the organization of the procurement process, including processing specifications and notices of procurement procedures, records of procurement documentation, records of contracts and execution of contracts when performance falls within the scope of the EO.[3]

Other departments are responsible for the timely delivery of requirements for procurement contracts, performance contracts when performance falls within their jurisdiction as well as other tasks arising from internal directive.

In compliance with the procedures under the Public Procurement Act is a responsible person who is in the job description procurement of goods, works and services, or the appropriate manager, if required by the contract specifications. The requirement for the procurement of goods, services, works and services must be signed by the authorized official who is also responsible for the correctness of the procedure.

Where there are number of suppliers of groundhandling services is limited, and this number is not filled, the airport operator announce a public tender for the choice provider of ground handling services. The public tender is declared at

least once a year, unless the limited number of suppliers of groundhandling services is full.[4]

If the airport operator's ground handling service providers, or directly or indirectly controlled by a natural or legal person who provides such services, or has an ownership interest in the business of such person, public tender under paragraph 1 states the ministry.

Terms of tendering evaluation criteria determined by the airport operator or the Ministry in consultation with the Committee carriers, air carriers to the Committee may delegate its representatives to all carriers at the airport. Terms of tendering must be relevant, objective, transparent and non-discriminatory. Committee carriers may ask the ministry to review compliance with these requirements and proposed solutions.[4]

The invitation to tender shall be published in the Official Journal of the European Union. Choosing a provider of ground handling services must be completed within 60 days from the date of invitation to tender.

Aerodrome operator shall establish, within 60 days of the completion of the tendering contract with the winner for a period of up to seven years. Contract and rights thereunder shall not be transferable. If ground handling service provider has completed before the end of the period for which the contract, declare a new public tender for ground handling service provider within 3 months from the closure of the provider of ground handling services.[4]

The airport operator may itself provide groundhandling services without having to undergo a public bidding in accordance with those paragraphs 1 to 4 it may also be without tendering to allow access to the groundhandling market in the airport to a natural person or legal entity that directly or indirectly controls, or a natural or legal person, which is controlled directly or indirectly.

The airport operator shall inform the committee of air carriers and the Ministry of decisions. In this case the decision by the Ministry and the airport operator is bound by the decision of the Ministry.[4]

3.1 Comparison between state and public airports

In the case of drawing funds from the European Union, the airport follows the Public Procurement Act no. 25/2006 Zb.z.

Aviation of Slovak Republic represents entities that fall under the Ministry of Transport, Construction and Regional Development of the Slovak Republic and the Ministry of Defence of the Slovak Republic.[1]

Public procurement deals with their limited companies. The scope of the Ministry of Transport, Construction and Regional Development of the country's airports and airlines of SR:

- MR Stefanik Airport - Airport Bratislava, Inc.
- Airport Košice - Košice Airport, Inc.
- Airport Piestany, Inc.
- Poprad - Tatry, Inc.
- Airport company Žilina, Inc.
- Slovak Airlines, Inc.
- In the Ministry of Defence of the Slovak Republic there is Air Force of the Armed Forces of the Slovak Republic

Evaluation Criteria

Kosice Airport, doesn't have only the evaluation criteria. The criteria vary depending on the scope and nature of the contract. However, the most important criteria are:

- Price
- Experience
- Quality assurance
- Technology

3.2 The requirements of call for tenders

The invitation to tender must contain the exact specifications and clear information about the job. The individual element challenges include:

- Identification of the person - name, address, city, zip code, street, number, point of contact, contact person, phone, fax, email, website address,
- Object of the contract - a contract for services,

- Title attributed to the contract - the name of the subject of the contract, so as to match the name in the Application,
- The distribution of the object of the contract,
- Description of the object of the contract,
- The place of delivery of the object of the contract,
- Common procurement vocabulary (CPV) - the main subject, staff, non-priority services, category of service, education and professional training,
- Quantity or scope of the contract - the total estimated value of the contract,
- Possibility of submitting variants,
- Duration of the contract or time limit for completion of supplies - expected duration of the contract,
- Main financing conditions and payment terms or a reference to the documents in which are stated,
- Conditions for participation candidates
- Terms of specifications,
- Deadline and place for tender,
- Opening of tenders
- Criteria for evaluation of bids - lowest price in EUR without VAT
- The period of the tender,
- More informations,
- Dedicated right to participate as candidates who have the status of a sheltered workshop or sheltered workplace,
- Use of electronic auctions.

4 CONCLUSION

Authority should be interested in their own financial resources and should pay more attention especially in the field of aviation, as either civilian or military aircraft shortage of funds.

The aim of the tender is the most efficient way to achieve economic security and social needs and the most appropriate choice of supplier in compliance with the principles of the Public Procurement Act no. 25/2006 Coll and also contributes to accountability, transparency, non-discrimination and equal treatment and competitiveness.

Contract with the selected contractor has authority to ensure that enters into a contract, within the required time and quality at the best possible price and that the risks arising from the contract will be distributed in an impartial manner.

In this paper I define the types and tender process with an emphasis on tendering and procurement methods, evaluation criteria when selecting the best supplier and steps in the invitation to tender. Also knowledge is required of regulations and laws, which are designed to familiarize us with the whole issue and the terms of tender and different types of VOS.

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