

**HUNGAROCONTROL PTE- LTD. CO.
H-1185 BUDAPEST, IGLÓ UTCA 33-35**

DOCUMENTATION



HungaroControl Pte. Ltd. Co.

for the

“2Kx2K LCD MONITORS”

in an open public procurement procedure exceeding the EU threshold

... 2015

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PART I – Guidance for Tenderers

1. Introduction, General conditions of procedure

Acting on behalf of Contracting Authority the entity issuing present supplementary documents (hereinafter referred to as Documentation) intends to facilitate preparing a successful tender for each Tenderer by ensuring neutrality in competition as fully as possible. To achieve this aim these documents properly grouped, even repeated include data and facts that may facilitate preparing a successful tendering.

These documents were prepared on the basis of a Contract Notice approved by Contracting Authority and published in EU Official Paper (TED) under registration numberon

Concerning issues not regulated in the above Contract Notice, the provisions of present Documentation are governing and binding in relation to the tender being composed and submitted.

Tenderers, by submitting their tender, fully accept all the conditions of the Contract Notice and the documentation (hereinafter jointly referred to as Documentation) prepared for this public procurement procedure according to the provisions of “Act CVIII of 2011 on public procurement” (hereinafter referred to as PPA) as the sole basis of submitting the tender.

The participation in the procedure is subject to the condition that the Documentation available for the tender shall be at least received, in case of each tender, by an Tenderer or a subcontractor identified in the tender.

Documentation shall not be transferred.

2. Contracting Authority

HungaroControl Pte. Ltd. Co.

H-1185 Budapest, Igló utca 33-35

Ms Melinda DANCS

Phone: +36 12934259

Fax: +36 12934036

E-mail: melinda.dancs@hungarocontrol.hu

3. Entity acting on behalf of Contracting Authority

Szterényi Legal Office

dr. Judit TORMA official public procurement consultant

H-1011 Budapest, Fő utca 14-18 7th floor

Phone: +36 70 6114591

Fax: +36 1 4578041

E-mail: judit.torma@szterenyi.com

4. Tenderer

It is an economic operator that submits a tender in the public procurement procedure

5. Subcontractor

It is the economic operator that directly participates included by the Tenderer in the delivery of the contract concluded as the result of the public procurement procedure.

except for

- a) the economic operator that performs its activities based on exclusive rights,
- b) manufacturers, distributors, spare parts or ingredients suppliers intended to be employed for the delivery of the contract,
- c) in case of building investments, building material supplier;

6. Economic operator

Any natural person, legal entity or an organisation with legal capacity under the laws of the country if its establishment that offers to implement building investments and/or to construct buildings, to supply goods or to provide services.

7. Supplementary information

Any economic operator that can act as a tenderer in the given public procurement procedure, in accordance with Article 45 of PPA, in order to be able to submit a proper Contract Notice

Documentation may request the entity acting on behalf of Contracting Authority (Szterényi Legal Office, dr. Judit TORMA) for supplementary (interpreting) information concerning the Contract Notice and the Documentation.

Contracting Authority shall grant the supplementary information as soon as possible after the receipt of the request, but not later than six days before the time limit for the receipt of tenders expires.

The request for supplementary information shall be sent electronically (e-mail) in an editable format (e.g. Microsoft Word format) to the entity acting on behalf of Contracting Authority to the following address: judit.torma@szterenyi.com, with the following text as subject: **Request for supplementary information_2K monitors.**

The supplementary information shall be sent to the Tenderers in a written form in e-mail under identical conditions. The supplementary information is regarded delivered when the Tenderer has received it by e-mail, confirmed by certifying receipt.

The exclusive responsibility of Tenderer is to give real and readable e-mail address when requesting Documentation which is suitable for receiving the documents around the clock. It is also the responsibility of Tenderer that the supplementary information can be made available for the concerned in the organisation in time.

What is more, the supplementary information can be fully seen and a copy may be requested at the address of Szterényi Legal Office (H-1011 Budapest, Fő utca 14-18 7th floor).

Tenderer shall indicate in a separate declaration in the tender that he/she has taken the supplementary information into account when submitting the tender. The supplementary information issued by Contracting Authority shall become an integral part of Documentation.

Contracting Authority is not liable for giving unauthorized explanations and information either orally or written beyond the official supplementary information that were made by its employees or representative during the procedure.

Contracting Authority will conduct site visits and hold consultations at the place and time stated in the Contract Notice.

8. Integrity and accuracy

Tenderer is responsible for the complete receipt of Documentation.

Contracting Authority will not accept any excuse for a Tenderer's failing to receive any parts of Documentation.

9. Table of Contents

The tender shall be submitted with a table of contents (Appendix 1).

10. Joint tender

If a Tenderer does not submit an tender individually but in a consortium, the consortium agreement shall be attached to the tender.

We call the attention of the Tenderers to Article 26 of PPA which says if an economic operator will participate in the delivery of the contract for more than 25% of the value of the public procurement, it shall not be qualified a subcontractor but it shall be considered as a joint Tenderer in the tender and performance of the contract.

The proportion of participation of an economic operator in the delivery of the contract is determined by the proportion received of the countervalue of the procurement calculated without VAT.

11. Certifying the non-existence of grounds for exclusion

- In the course of the procedure, those may not be Tenderers (joint Tenderers), subcontractors, or economic operators to certify suitability that are covered by Article 56(1) points a)-k) of PPA.
- In the course of the procedure, those may not be Tenderers (joint Tenderers) where grounds for exclusion specified in Article 56(2) of PPA exist.
- In the course of the procedure, those may not be Tenderers (joint Tenderers), subcontractors, or economic operators to certify suitability that are covered by Article 57(1) points a), c) of PPA.

Method of certifying:

- Tenderer shall justify in accordance with Articles 2-10 that they do not fall under Article 56 (1) and Article 56 (2) and Article 57.§ (1) a), c) of PPA.
- Tenderer shall make a declaration, that for the performance of the contract, tenderer does not wish to employ subcontractor(s) to whom the grounds for exclusion under Article 56 (1) of the PPA apply and the organisation contributing to the certification of suitability does not fall under Article 56 (1) of PPA (in accordance with the Article 58 (3) of the PPA).
- Economic operators shall attach a declaration with reference to the grounds for exclusion not older than the launch of the procurement procedure, meaning, that it has been signed following the date of the dispatch of the present notice launching the procedure (date as per point VI.5 of the present notice).

As per subpoint kc) of point k) of Article 56(1) of PPA, Tenderer makes a statement about:

- *being a company not quoted on a regulated stock exchange or quoted on a regulated stock exchange;*
 - *if the Tenderer is not quoted on a regulated stock exchange, a statement identifying all the actual owners' names and addresses defined in accordance with Article 3 r) of the Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter referred to as Act on money laundering).*
- The grounds for exclusion specified in Article 57 of the PPA be applied to the subcontractor and any other entity contributing to the certification of suitability, the tenderer, according to its choice, may
 - (a) submit a declaration made by itself, to the effect that it shall not employ any subcontractor subject to the grounds for exclusion specified in Article 57 of the PPA and no other entity employed by him to contribute to the certification of its suitability is subject to the grounds for exclusion specified in Article 57 of the PPA, or

(b) submit the declaration of the subcontractor designated in the procedure – in addition to the declaration as defined in point (a) in case of subcontractors not designated in the procedure – as well as the declaration of any other entity employed to contribute to the certification of suitability

to the effect that the subcontractor, entity concerned is not subject to the grounds for exclusion specified in Article 57.

12. Certifying suitability

The Tenderer (joint Tenderer) shall certify their suitability as defined in III.2.2) – III.2.3) of the Contract Notice.

Tenderers may comply with the prescribed suitability requirements by using the capacity of another organisation (or person) independently from the legal nature of their relationship.

In this case, this organisation shall be identified and by indicating the relevant point of the Contract Notice, as well as the suitability requirement(s) for the certificate of which the Tenderer will rely on the resources of this organisation.

The organisation making its capacity available shall certify its compliance with the given suitability requirement in the same way as the prescribed methods of certification, furthermore, it shall make a statement about the required resources being available during the delivery of the contract (Appendix 21).

Tenderer may rely on the capacity of another organisation for certifying suitability in the following cases:

- a) if the resources introduced when certifying suitability, making available by another organisation will really be relied on and a statement made about its method, identifying the organisation as a subcontractor can be considered such a statement, or
- b) if the suitability requirement is related to earlier deliveries, services or building investments, Tenderer shall make a statement about the method of involving the organisation, the particulars of which are used to certify suitability, which allows the use of the professional experience of this organisation during the delivery of the contract, or

- c) in the course of certifying economic and financial eligibility, unlike in point a), even if the suitability requirements are not related to the resources actually available at the time of performance. In such a case, the organisation the details of which the Tenderer uses to confirm capacity will be, under Section 6:419 of the Civil Code, liable as a surety for the payment of damages associated with the Tenderer's failure to perform the contract or for its faulty performance.

13. The language of the tender

The language of the procedure is Hungarian; the tenders may be submitted in Hungarian or English.

In case of submitting a document in a foreign language, its responsible Hungarian or English translation shall be submitted along with the document in foreign language. Contracting Authority means by responsible translation regarding which the person authorized to represent Tenderer makes a statement that it fully complies with the original text. Contracting Authority will not take into account documents prepared neither in English nor in Hungarian or those without a responsible Hungarian or English translation while awarding the tenders. The accuracy of the contents of the translation is Tenderer's responsibility.

14. Part tender, variant tender

It is not possible to submit partthen tenders.

Contracting Authority excludes the possibility of variant tenders.

15. Costs of submitting a tender

All the costs incurred in the preparation of the tender and its submission shall be borne by Tenderer. Tenderer is not entitled to enforce any other, especially financial, claim besides the items exclusively provided in the Documentation. Independently from the successful or unsuccessful completion of the public procurement procedure, in relation to these costs there shall be no claims against Contracting Authority or the entity acting on its behalf.

Contracting Authority exclusively makes a statement that in relation to the preparation of tenders, it is not obliged for any repayment – not even in the future – either to the winning Tenderer or other Tenderers.

16. Submitting tenders, formal requirements

Formal requirements of submitting the tender:

- a) The original copy of the tender shall be bound with string so that it could be paged. The knot shall be fixed to the first or the last page with a sticker, the sticker shall be stamped or signed by a person authorized to do it on behalf of the Tenderer in the way that at least a part of the stamp or that of the signature shall be on the sticker;
- b) The page numbers of the tender shall begin with number one and increase page by page. It is sufficient to number the pages containing texts, numbers or pictures. Blank pages need not be numbered, but they may be. The front page and the back page (if any) need not be, but may be. Contracting Authority shall accept numbering slightly different from these (e.g. /A, /B page indication at certain pages) if the location of particular documents in the table of contents can be clearly identified and it is possible to explicitly refer to the location of these documents. Contracting Authority may complement numbering slightly incomplete if it is necessary for its orientation in the tender or for its referring to the tender;
- c) The tender shall include a table of contents where the documents included in the tender can be found by page numbers;
- d) The tender shall be submitted in 2 copies (one original hard copy and 1 electronic copy fully identical with the hard copy [electronic medium, CD/DVD] readable without a password but non-amendable pdf format). Should there be any difference between the hard copy of the tender and the copy submitted on an electronic medium, Contracting Authority will take the original hard copy into account during the evaluation.
- e) Each document (statement) prepared by the Tenderer or subcontractor or organisation making its capacity available in the tender shall be signed at the end by the authorized at the given company or (a) person(s) with a written mandate granted by (a) person(s) entitled to do it.
- f) Prior to submitting the tender each page of the tender shall be signed where amendments have been made and at the amendments, too, by the one(s) signing the documents.

furthermore

- g) The tender shall be submitted in the required quantity, packages definitely separated from each other, stringed or bound, so that the tender shall be easily paged (*the string according to point a) ensures its being unbreakable and it will not replace stringing or binding!!!*).

- h) The tender shall be submitted wrapped. The required number of tenders shall be wrapped together. The wrapping shall ensure the following:
- the singular copies of the tender remain together,
 - it could be clearly seen that after closing the package nothing was taken out or put in,
 - on the outer surface of the package the following details listed could be indicated.

The following details and labels shall be indicated on the package including the tender:

- **Tender “2K monitors”**

furthermore:

- **“It cannot be opened before the expiration of the time limit for the receipt of tenders.”**
- Any other label different from the above shall not be placed there – except for posting – when addressing can still be put on the package, that is:

HungaroControl Zrt., 1185 Igló u. 33-35., for Dancs Melinda

Contracting Authority will consider a posted tender as submitted within the time limit if its receipt is completed prior to the expiration of the time limit for the receipt of tenders. The tender can only be posted as a mail with acknowledgement of receipt. The risk of losing or delayed delivery of the tender or any mail related to that is borne by the Tenderer. The receipt of the tender delivered personally will be confirmed in writing on the spot.

Should there be any difference in the form or the contents of the copies of the tender, Contracting Authority will consider the original authentic, and the evaluation will be made according to that. However, this provision will not exempt the Tenderer from submitting its tender in the required number and form and in compliance with the requirements concerning contents and form.

Contracting Authority calls the attention of Tenderers to what is included in Article 37(1)-(4) of PPA stating

- Regarding the time limits specified in this Act, the starting day shall not count in the time limit defined in days, months or years (hereinafter referred to as time limit). The starting day is the day on which the activity or any other circumstance giving reasons for starting the time limit occurs.

- The time limit defined in months or years expires on the day that, due to its number, corresponds with the day following the starting day; if this day is missing from the month of expiration, then the last day of the month.
- If the last day of the time limit is not a working day, the time limit will only expire on the following nearest working day.
- The time limit indicated in the notice will start on the day following the publication of the notice or the notice being directly sent.

The tender delivered after the expiration of the time limit will be considered invalid as per Article 74(1) point a) of PPA.

The wrapping of the tender delivered after the expiration of the time limit will be opened by Contracting Authority so that the Tenderer could be identified, about which a protocol is taken (Article 61(3) of PPA) and which is preserved for five years according to Article 34(2) of PPA.

Contracting Authority will return the submitted tender neither fully nor partly, nor will they be opened, and the documents will be handled according to Article 34(2) of PPA.

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17. Receiving tenders

The package(s) containing tender can be submitted on working days between 9.00 and 16.00 from Monday to Friday until the expiration of the time limit for the receipt of tenders, between 9.00 and 10.00 on the day of the expiration of the time limit at the following address: HungaroControl Zrt., 1185 Budapest, Igló u. 33-35, for Melinda DANCS.

The tenders submitted personally or by an authorized person are received by the recipient, the exact time of receipt recorded and at the same time the fact of receipt certified. The tender will be considered as received if the closed and intact package containing the tender is in Contracting Authority's possession at the place indicated above not later than until the expiration of the time limit prescribed in the Contract Notice – documented with a receipt.

The risk of the tender or mails related to that being delivered to another room of the building, misdirected, lost and consequently delayed is to be fully borne by the Tenderer.

Contracting Authority shall take care of preventing incompetent persons' access to the packages from the time of receipt to the opening of the tenders. It is Contracting Authority's

responsibility to ensure the packages remaining intact from the time of receipt to the opening.

18. Opening tenders

Contracting Authority will open the tenders at the time of the expiration of the time limit for the receipt of tenders, at the time and place defined in point IV.3)4 of the Contract Notice.

Tenderers will not be invited to participate in the opening.

Contracting Authority will disclose the names and addresses (seat, residence) of the Tenderers, and the quantifiable information included in the tenders that will be used in the evaluation on the basis of the evaluation criterion (price).

Contracting Authority will take a protocol about the opening of the tenders and about the description of details, which will be sent to each Tenderer within five days from the day of opening by the entity acting on behalf of Contracting Authority.

19. Verifying the validity of tenders

Contracting Authority will verify if the Tenderer's tender is valid.

The tender is invalid if (Article 74(1) of PPA)

- a) it was submitted after the expiration of the time limit for the receipt of tenders;
- b) the Tenderer, the Tenderer or its subcontractor or the organisation involved in the tender does not comply with the requirements regarding conflict of interests [Article 24];
- c) the Tenderer, the Tenderer or its subcontractor or the organisation involved in certifying suitability has been excluded from the procedure;
- d) the Tenderer or the Tenderer does not comply with the suitability requirements needed to deliver the contract;
- e) it does not comply in any other way with the conditions in the Contract Notice and Documentation or in the provisions of law not including here the requirements regarding forms of tenders specified by Contracting Authority;

Beyond the specifications of Article (1) the tender is invalid if (Article 74(1) of PPA)

- a) it contains disproportionately low remuneration [Article 69];
- b) it contains impossible or too much or little or extremely disproportionate commitment [Article 70];
- c) Tenderer has not made tender security available by the time limit specified by Contracting Authority or has made a smaller amount than prescribed available.

20. Excluding Tenderer

Contracting Authority shall exclude Tenderer or subcontractor or organisation involved in certifying suitability from the procedure

- a) that is subject to grounds for exclusion (Article 56 -57);
- b) whose excluding factor (Article 56 -57) occurred during the procedure.

Contracting Authority may exclude from the procedure (Article 75(2) of PPA):

- a) Tenderer for whom it is not needed to provide national treatment [Article 2(5)],
- b) Tenderer that offers goods originating from where it is not needed to provide national treatment [Article 2(5)].

21. Remedying deficiencies, clarifying tenders

When awarding tenders Contracting Authority shall verify if the tenders comply with the conditions laid down in the Contract Notice, Documentation and provisions of law.

As laid down in the Contract Notice the Tenderer's eligibility or ineligibility for delivering the contract shall be determined.

Contracting Authority shall determine which tenders are invalid and if there is an Tenderer that shall be excluded from the procedure.

Contracting Authority shall ensure to remedy deficiencies for each Tenderer under identical conditions according to Article 67 of PPA as well as to be able to clarify the contents of ambiguous statements, declarations, certificates in the tender; it will ask Tenderers to give information.

According to Article 67(5) of PPA, Contracting Authority, in case of involving a new economic operator, will not require further remedy of deficiencies if this remedy were needed with regards to this economic operator.

22. Evaluating tenders

When evaluating tenders Contracting Authority shall verify if the tenders comply with the conditions laid down in the Contract Notice, Documentation and provisions of law.

As laid down in the Contract Notice the Tenderer's (Joint Tenderers') eligibility or ineligibility for delivering the contract shall be determined.

Contracting Authority shall determine which tenders are invalid and if there is an Tenderer that shall be excluded from the procedure.

Contracting Authority is obliged to evaluate the tenders, except, following the initiation of the public procurement – due to a reason unforeseeable and unavoidable – because of the occurrence of some vital circumstances, it would be unable to conclude a contract or to deliver a contract already concluded. In this case Contracting Authority shall announce the procedure unsuccessful.

23. Evaluating tenders

Contracting Authority will evaluate tenders according to the “economically most advantageous tender” award criteria as follows:

Criteria	Weighting
1. Offer price (net EUR)	85
2. Level of reflection	25
3. LED back light (yes/no)	20
4. Cooling fan (yes/no)	10
5. Warranty period (months, as per point 9.1 of the technical specifications)	10
6. Power consumption in case of completely white screen (W)	5
7. Power consumption in stand-by state (W)	5

Contracting Authority shall evaluate the content of the offers as follows: in case of subcriteria 1., 5., 6., 7. relative scoring, in case of 2. subcriterion ranking, in case of subcriteria 3.-4. absolute scoring shall be used, as detailed in the tender documentation.

Scores shall be calculated to two decimal places.

Contracting Authority shall evaluate the content items of the offers in case of subcriteria 1, 6., 7.- based on the suggestion of the Public Procurement Council 2/2004- with the method of relative scoring, which means that if the lowest value is the most favourable, the maximum score shall be given by the Contracting Authority to the most favourable content item, while the scores of the

content items of the other tenders shall be calculated in *inverse proportion* to the most favourable content item.

$$\frac{P - P_{\min}}{P_{\max} - P_{\min}} = \frac{A_{\text{best}}}{A_{\text{assessed}}}$$

that is

$$P = \frac{A_{\text{best}}}{A_{\text{assessed}}} (P_{\max} - P_{\min}) + P_{\min}$$

where:

P: score of the evaluated content item for the given criteria

P_{max}: highest score (10)

P_{min}: lowest score (1)

A_{best}: content item of the most favourable offer (lowest value)

A_{assessed}: the content item of the evaluated offer

In case of the 2nd subcriteria the sample products shall be evaluated separately by the members of an expert committee consisting of 10 experts in the subject of the public procurement (end-user air traffic controllers) independent of the Evaluation Committee in order to assess which monitor is the least reflective. Each member of the expert committee shall give a score to the devices of all tenderers (from 1 to 10) by filling in the table in Attachment 11 of the tender Documentation. This amount (amount of the total scores given by the experts) shall be averaged using the following formula:

$$E/10=P$$

E = the total value of scores given by the experts (as per Attachment 11)

P = evaluation score of the monitor

The Contracting Authority shall calculate to 3 decimal places in accordance with the rules for rounding.

Following this, the tender with the highest score shall get the maximum 10 points, the tender with the second highest score shall get 7 points, the tender with the third highest score shall get 4 points, the tender with the fourth and fifth highest score shall get 1-1 point. Contracting Authority reserves the right to allocate the same rank and point to tenders with the same scores. In this case the offer of the tenderer having the next non-identical score, shall be ranked after them. (e.g. in case of two winning tenders, the tender with the next favourable score shall be ranked as second.)

In case of the 3rd subcriteria, the tenderer whose product has LED backlight shall get 10 points, while the tenderer whose product contains traditional lighting shall get 1 point.

In case of the 4th subcriteria, the tenderer whose product is equipped with cooling fan shall get 1 point, while the tenderer whose product does not contain cooling fan shall get 10 points.

In case of the 5th criteria -where the highest value is the most favourable- the maximum score shall be given by the Contracting Authority to the most favourable content item, while the scores of the content items of the other tenders shall be calculated in *inverse proportion* to the most favourable content item.

$$\frac{P - P_{\min}}{P_{\max} - P_{\min}} = \frac{A_{\text{assessed}}}{A_{\text{best}}}$$

that is

$$P = \frac{A_{\text{assessed}}}{A_{\text{best}}} (P_{\max} - P_{\min}) + P_{\min}$$

where:

P: score of the evaluated content item for the given criteria

P_{max}: highest score (10)

P_{min}: lowest score (1)

A_{best}: content item of the most favourable offer (highest value)

A_{assessed}: the content item of the evaluated offer

Contracting Authority limits the tenderers' undertakings concerning the evaluation criteria the following way:

-The minimum length of the warranty period: 36 months

- the maximum length of the warranty period: 60 months

Only positive whole numbers may be given to the duration of the warranty period.

The tender in which the tenderer undertakes a warranty period shorter than the minimum duration shall be deemed invalid by the Contracting Authority.

The tender in which the tenderer undertakes a warranty period longer than the maximum duration shall be regarded by the Contracting Authority as if he had undertaken the maximum duration. In this case the offer shall get maximum score.

The number of points given for a particular criteria shall be multiplied by the weight of the criteria.

The multiplications then shall be summed up for each offer. The tender with the highest total score shall be regarded as the economically most advantageous.

24. Applicable law

Issues not regulated in the Contract Notice and Documentation shall be governed by the Act CVIII of 2011 on public procurement and its regulations of implementation.

PART II - APPENDIXES, SAMPLE DECLARATIONS, FORMS¹

¹ The sample declarations and certificates issued by Contracting Authority are solely recommended samples to help. Tenderers are not obliged to apply these samples. Contracting Authority recommends using these samples. The tenders shall comply with the provisions of PPA, the Contract Notice, the Documentation and supplementary information.

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Other certificates of Tenderer(s), subcontractor(s) and other organisation(s) involved in certifying suitability	
Application for registering changes submitted to Registry Court and a simple copy of the receipt of the certificate sent by Registry Court – optional if according to the extract of registration an amendment not yet judged is in progress	
The specimen signature or, according to Article 9(1) of Act V of 2006, sample signature of entities entitled for authorized signature that signed the tender and Declarations its part thereof (including authorizations)	
Optional: Authorization integrated into a fully probative private document from an entity entitled for authorized signature if the tender and the required declarations are signed by another entity authorized by the representative entitled for authorized signature (original or a copy authenticated by a public notary).	
Certificates of Tender(s) to certify financial and economic eligibility	
As per III.2.2) of the Contract Notice, a declaration on three business years preceding the publication of the Contract Notice regarding the revenue without VAT resulting from the subject of public procurement. It	

² The Table of Contents shall be updated according to the contents of the tender to be submitted!

	Page number
depends on the time when the Tenderer (joint Tenderer) was established or the time when it started its operation if these details are available. (According to Appendix 12)	
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Declaration on the procedure of amendment registering (Appendix 20)	
Optional: if Tenderer does not submit a tender on its own but in a consortium, then the consortium agreement	
Other documents, declarations, and additionally documents considered important by Tenderer	

Beside the tender – but wrapped together - attached:

1 copy of electronic medium (CD or DVD) containing the tender, readable without a password but in a non-amendable pdf file format

Tender Form³**“2Kx2K LCD monitors”**

Seat of Tenderer:	
Registration number of Tenderer :	
Tax number of Tenderer:	
Name of contact person:	
Postal address of contact person:	
Phone number of contact person:	
Fax number of contact person:	
E-mail address of contact person:	

In case of joint tender – optional⁴:

Name of joint Tenderer:	
1. Name of joint Tenderer	
1. Seat of joint Tenderer:	
1. Phone number of joint Tenderer:	
1. Fax number of joint Tenderer:	
1. E-mail number of joint Tenderer:	
1. Contact person joint Tenderer:	

³ In case of joint tender, each joint Tenderer’s particulars shall be indicated on the Tender Form – marking the joint Applicant entitled for representation (a representative entitled to act on behalf of the joint Tenderers) – and the authorized signature by each joint Tenderer shall be presented on the Tender Form!

⁴ In case of individual tender this part may be deleted.

2. Name of joint Tenderer:	
2. Seat of joint Tenderer:	
2. Phone number of joint Tenderer:	
2. Fax number of joint Tenderer:	
2. E-mail number of joint Tenderer:	
2. Contact person joint Tenderer:	
... ⁵	
In case of joint tender, the name and seat of the representative company:	
On behalf of joint Tenderers, the name of the person authorized to keep in contact:	
Phone number:	
Fax number:	
E-mail:	

II. Undertakings by Tenderer:

Version 1

a.) Proposal price: net EUR

b.) Is the instrument equipped with LED or traditional backlight? (please underline the statement true for the instrument):

b.1) possesses LED backlight

b.2) possesses traditional backlight

c.) Is the instrument equipped with a cooling fan? (please underline the statement true for the instrument):

c.1) yes

c.2) no

⁵ If needed it can be extended with additional lines.

d.) Warranty period (for the items defined in section 9.1 of the technical specification. Only positive whole numbers may be indicated, which shall not be less than 36 months): months

e.) Warranty period for the backlight (item defined in section 9.2 of the technical specification): months. (In accordance with the technical specification, minimum 36 months shall be undertaken. The present undertaking shall not form part of the evaluation.)

f.) Power consumption in case of completely white screen: ... W

g.) Power consumption in stand-by state: ... W

Remark: in case Tenderer wishes to submit proposals with several versions (alternative proposals), individual proposal versions shall be marked “Version 2”, “Version 3”, etc., and information shall be provided in sections a) – g).

Date:

.....
authorized signature

Technical specification		Compliance (yes/no)	Real value	Description in Proposal (page ...)
1. General				
2K x 2K Color TFT-LCD monitor	Low life cycle cost Long-term support Brightness Stabilization			
1.1 Active screen surface	503.808 (H) x 503.808 (V) mm 19.83 x 19.83 inch			
1.2 Active screen diagonal	28 inch – 28.1 inch			
1.3 External dimensions Frame dimension	< 680 (H) < 650 (W) mm <=85mm			
2. Optics				
Front glass	Excellent quality			
	Non-reflective			
	Constant image			
2.1 Resolution	Full 2048 x 2048 pixels			
2.2 Pixel size	0.246 (H) x 0.246 (V) mm			
2.3 Pixel error	Light: 0 Black: < 5			
2.4 Display colors	16.7 million (24bit)			
2.5 Color temperature	D65			
2.6 Angle of visibility (F/L/J/B)	+/-85 degrees			
2.7 Contrast ratio	> 450:1 >=1000:1			

Technical specification		Compliance (yes/no)	Real value	Description in Proposal (page ...)
2.8 Brightness	225- >300cd/m2			
2.9 Response time	<= 25 ms			
2.10 Removable backlight system	Lifespan: >= 50000 h-100000 h			
LED	Y/N	Undertaking contained in Data sheet		
3. Interface				
Removable unit Connecting type DVI panel link Multisync capability	DVI 1.0 2 x Dual-link DVI-D			

Technical specification	Compliance (yes/no)	Real value	Description in Proposal (page ...)
4. Control			
Brightness, color adjustment, ... Error indication: Fan, power supply unit, video signal, backlight, temperature, ... Use of security password Selection of test sample	OSD		
4.1 Front panel control units			
4.2 Service keyboard and/or infra remote control			
4.3 Remote control, via serial port and/or SNMP			
5. Automatic functions			
5.1 Automatic phase adjustment			
5.2 Compensation of backlight ageing			
5.3 Backlight optic stabilizing			
5.4 Automatic mains voltage control			
5.5 Automatic standby			
5.6 Remote control functions screen adjustment settings control firmware refresh	from remote WS/PC input switch similar functions as OSD RS-232/422, SNMP(RJ45)		

Technical specification		Compliance (yes/no)	Real value	Description in Proposal (page ...)
6. Power supply				
6.1 AC 100 to 240 V 50/60Hz	IEC type plug (Euro DIN)			
6.2 Power consumption				
Total luminance	< 150W max.	Undertaking contained in Data sheet		
Standby	< 35W	Undertaking contained in Data sheet		
Dual power supply	Yes			

Technical specification		Compliance (yes/no)	Real value	Description in Proposal (page ...)
7. Environment				
7.1 Operating temperature	10-40°C			
7.2 Operating humidity	10-85 %			
7.3 EMI/EMC	FCC15b class A EN55022 EN61000-3-2; - 4-2,3,4,5,6,11,8 EN55024 EN61000-3-3			
7.4 Security	UL60950-1 IEC60950-1 E216999 UL/cUL			
8. Design Desktop design	Without legs 34 piece With legs 40 piece			
9. Warranty				
9.1 complete, except for backlight	>= 36 months	Undertaking contained in Data sheet		
9.2 for backlight	>= 36 months	Undertaking contained in Data sheet		
10. Other accessories Power cable (IEC-IEC) DVI cable (24 pin binding) Description of operation, operations manual Every material necessary for installation	Length: 5m 1 piece/monitor Length: 5m 1 piece/monitor 1 piece/monitor			
11. Mounting, securing				
Type	VESA adapter 1 piece/monitor			
12. Spare parts				

Technical specification		Compliance (yes/no)	Real value	Description in Proposal (page ...)
Every unit	6 pieces			
Backlight tray (with bulbs or LED)	6 sets			
Remote control unit	6 pieces			
13. Without fans	Y/N	Undertaking contained in Data sheet		

Remark: in case Tenderer wishes to submit proposals with several versions (alternative proposals), individual proposal versions shall be marked “Version 2”, “Version 3”, etc., and information shall be provided for each version according to the table above.

Declaration on accepting the conditions of the Contract Notice and Documentation⁶

“2Kx2K LCD monitors”

I, the undersigned as the representative entitled for authorized signature of - after carefully reviewing all the required forms and contents, instructions, stipulations laid down in the Contract Notice and supplementary documents, hereby

I make a declaration

that we know, understand and by this declaration accept all the conditions laid down in the Contract Notice and supplementary documents.

We acknowledge that we are obliged as described in the Contract Notice to certify our financial and economic as well as technical and professional eligibility, and to provide certificates concerning those in the tender.

We state that in the above mentioned public procurement procedure the tender submitted in an electronic format (readable without password but non-amendable pdf file) is fully identical with the original hard copy tender.

We state that the contents of the translation(s) attached to our tender fully correspond to the original text, and I agree to be liable for the correctness of the translation(s).⁷

Date:

.....

authorized signature

⁶ In case of joint tender, each joint Tenderer is obliged to sign this declaration with identical contents.

⁷ If the tender includes translations. Otherwise this sentence may be deleted.

Declaration according to Article 40(1) points a)-b) of PPA

“2Kx2K LCD monitors”

I, the undersigned (name), as the representative entitled for authorized signature of according to Article 40(1) of PPA, I hereby make a declaration about the following:

1. We hereby declare that according to Article 40(1) point a) of PPA, in relation to the subject of the public procurement, for parts specified below **we will employ / not employ** subcontractor for the purpose of delivery of the contract⁸:

The part(s) of the public procurement for the performance of which Tenderer will employ subcontractor⁹

2. We hereby declare that according to Article 40(1) point b) of PPA, that regarding these parts, subcontractors intended to be employed for more than 10% of the value of the public procurement are the following, and the percent proportion of the public procurement in the performance of which the indicated subcontractors will participate is the following¹⁰:

Name and address of subcontractors intended to be employed by Tenderer for more than 10% of the value of the public procurement	The percent proportion of the public procurement¹¹, in the performance of which the indicated subcontractor(s) will participate	Part(s) of the public procurement for the performance of which Tenderer will employ subcontractor

Date:

.....

authorized signature

⁸ Delete as appropriate!

⁹ The table shall be completed if Tenderer intends to employ a subcontractor for the delivery of the contract.

¹⁰ It shall be completed if Tenderer declared in point 1 that it intends to employ subcontractor.

¹¹ We call the attention of Tenderers if the subcontractor will participate in the delivery of the contract for more than 25% of the value of the public procurement, it cannot be considered a subcontractor but shall be indicated as a joint Tenderer in the tender.

Declaration on the classification of the Tenderer according to “Small and Medium-sized enterprises and the Support provided to such Enterprises” (Kkvt) as per Article 60(5) of PPA¹²

“2Kx2K LCD monitors”

I, the undersigned company (Tenderer), representing: hereby declare that according to Article 3 of Act XXXIV of 2004 on small and medium-sized enterprises (Kkvt)¹³ the classification of our enterprise is the following:

(mark with X)

medium-sized enterprise	<input type="checkbox"/>
small enterprise	<input type="checkbox"/>
micro enterprise	<input type="checkbox"/>
we do not belong under Kkvt	<input type="checkbox"/>

Date:

.....
authorized signature

¹² In case of joint etenders, joint Tenderers shall complete separate declarations.

¹³ **Article 3**

- (1) Small and medium-sized enterprise (KKV) is an enterprise where
 - a) the total number of staff is less than 250, and
 - b) its yearly net revenue is not more than an amount of forints equalling 50 million Euros or the balance sheet total is an amount of forints equalling 43 million Euros at best.
- (2) Within the category of KKV we consider an enterprise a small enterprise that
 - c) the total number of staff is less than 50, and
 - a) its yearly net revenue or balance sheet total is not more than an amount of forints equalling 10 million Euros.
- (3) Within the category of KKV we consider an enterprise a micro enterprise that
 - d) the total number of staff is less than 10, and
 - a) its yearly net revenue or balance sheet total is not more than an amount of forints equalling 2 million Euros.
- (4) An enterprise is not classified KKV where the direct or indirect owner’s share of the state or the local government – based on capital or voting right – exceeds 25% separately or jointly.

Declaration of Tenderer on the non-existence of grounds for exclusion¹⁴
Declaration duly signed in front off a public notary.

“2Kx2K LCD monitors”

I, the undersigned company , as Tenderer
representing:

We make the following declaration:

The grounds for exclusion laid down in the Public Procurement Act do not exist according to which Tenderer/joint Tenderer¹⁵ shall be excluded:

Article 56(1):

- a) who are being wound up or who were subject to the publication of a decree in bankruptcy or the liquidation proceedings launched against whom were legally imposed, or against whom a similar process is in progress under the laws of the country of their residence or establishment, or who are in an analogous situation under such laws;
- b) who have suspended business activities or whose business activities have been suspended;
- c) who have been convicted of an offence concerning their business activities or professional conduct by a final judgment, until the time-limit for the detriments regarding criminal records lapses; or whose activity was restricted by a final judgment, under Article 5(2)(b) or (g) of Act CIV of 2001 on Measures Applicable to Legal Entities in Criminal Law, during the period of prohibition; or whose activities have been restricted for a similar reason and in a similar manner by another court in a judgement which has obtained the force of res judicata;
- d) who have been prohibited from participating in contract award procedures by a final judgment, during the period of the prohibition;
- e) who have not fulfilled their tax, customs duty or social security contribution payment obligations for over a year, in accordance with the legal provisions of the country in which they are established or with those of the country of the seat of the contracting authority, unless they were granted a permission for deferred

¹⁴ Tenderers, joint tenderers complete it separately.

¹⁵ Delete as appropriate.

- payment of the debt;
- f) who supplied false data in an earlier contract award procedure (concluded within the previous three years) and was therefore excluded from the procedure, or the supply of false data was ascertained by a final judgment, until the time-limit set with the force of res indicate;
 - g) who has been ruled by the labour affairs authority in a public administration resolution that became final and binding in the last two years, or in a court judgement passed in a judicial review of such resolution, to have committed an offence in connection with the employment of third-country nationals in Hungary and was fined by the Labour Affairs Authority under Article 7/A of Act LXXV of 1996 on Labour Inspections or by the immigration enforcement authority under Act on the Entry and Residence of Third-Country Nationals in Hungary;
 - h) it was in effect until 30 June 2013, who pursuant to the Criminal Code, Act V of 1978 have committed a crime of participation in a criminal organization– including committing a crime within a criminal organization – of bribery, bribery in international relations, misappropriation, negligence, budgetary fraud, infringement of the financial interests of the European Communities, as well as money laundering, or who have committed a similar crime under the laws of the country of their residence or establishment, provided that they are the subject of the final judgment of the court, until the expiry of the time-limit for the consequences of such judgment;
 - i) who, in relation to a contract concluded as a result of an earlier contract award procedure after 15 September 2010, failed to meet, towards their subcontractor, more than 10% of their payment obligation (originating from a final or partial invoice), established by an enforceable administrative or court judgement which has been pronounced within the last two years, within the time limit set in such judgement, although the party entering into the contract as contracting authority paid them in due time;
 - j) in the course of the fulfilment of the obligation concerning data provision stipulated in the given procedure, it provides false data or makes false statement which may prejudice the fairness of competition;
 - k) in the case of whom any of the following circumstances occur:
 - ka) which have their fiscal domicile in a country outside the EU, the EEA or the OECD, or in a country having signed an agreement with Hungary on avoiding

double taxation, or

kb) whose profit deriving from the public procurement contract would be subject to more favourable conditions of taxation in the country where they have their fiscal domicile (considering the final income tax to be paid after the reception of tax refunds) than the terms of taxation which would apply to its domestic profit deriving from the given country. The latter criterion shall not be met by the economic

Operator if he will perform the public procurement contract through his branch office registered in Hungary and the profit earned on the basis of the contract would qualify as a profit attributable to that branch office.

Article 57(1):

- a) who have violated the law concerning their business activities or professional conduct and this fact has been stipulated in a final judgment delivered within the previous five years,
- c) who have violated their contractual obligations undertaken in a previous contract award procedure and such violation was ascertained in a final administrative or final court judgement, which was pronounced within the last two years.

Date:

.....
authorized signature

**Declaration on the non-existence of grounds for exclusion according to Article 58 of
PPA**

“2Kx2K LCD monitors”

Tenderer at its own discretion shall submit a declaration corresponding with the contents of A) or B) declaration sample, and in case of selecting B) declaration sample, C) declaration shall be submitted in the tender, too.¹⁶

A) Tenderer makes a declaration about grounds for exclusion defined in Article 56 and 57(1) points a), c) of PPA in relation to subcontractors as well as other organisations participating in certifying suitability:

I, the undersigned, as Tenderer/joint Tenderer¹⁷) the representative of company entitled for authorized signature at present procedure in the subject of **“2Kx2K LCD monitors”** hereby declare that to deliver the contract I will not employ subcontractors subject to grounds for exclusion according to Article 56 and 57(1) points a), c) of PPA, and other organisations relied on by me to certify my suitability are not subject to grounds for exclusion according to Article 56 and 57(1) points a), c) of PPA.

Date:

.....

authorized signature

B) Tenderer makes a declaration about grounds for exclusion defined only in Article 56 of PPA relating to subcontractors and other organisations participating in certifying suitability

I, the undersigned, as Tenderer/joint Tenderer¹⁸) the representative of company entitled for authorized signature at present procedure in the subject of **“2Kx2K LCD monitors”** hereby declare that to deliver the contract I will not employ subcontractors subject to grounds for exclusion according to Article 56 of PPA, and other organisations relied on by me to certify my suitability are not subject to grounds for exclusion according to Article 56 of PPA.

Date:

¹⁶ Relevant declaration sample(s) is/are to be completed, unnecessary declaration sample to be deleted.

¹⁷ Delete as appropriate!

¹⁸ Delete as appropriate!

.....

authorized signature

C) In case Tenderer selects declaration B), the subcontractor and the organisation participating in certifying suitability, used and named by Tenderer in the tender – for the ones not indicated beside the declaration according to point A) - shall declare that they are not subject to the grounds for exclusion according to Article 57(1) points a), c) of PPA:

I, the undersigned, as the representative of company entitled for authorized signature as the subcontractor of the Tenderer / another organisation relied on to certify Tenderer’s suitability¹⁹ (*select as appropriate*) in the subject of “**2Kx2K LCD monitors**” public procurement procedure hereby declare that our company is not subject to grounds for exclusion according to Article **57(1) points a), c)** of PPA.

Date:

.....

authorized signature

¹⁹ Delete as appropriate!

Declaration of Tenderer regarding Article 56(1) point k) subpoint kc) of PPA²⁰

“2Kx2K LCD monitors”

1. I, the undersigned (representing:) as Tenderer / joint Tenderer²¹ hereby declare that our company is a company not quoted on the regulated stock exchange.

Date:

.....
authorized signature

2. I, the undersigned (representing:) as Tenderer / joint Tenderer²² hereby declare that our company is a company quoted on the regulated stock exchange.

Date:

.....
authorized signature

*Tenderer (joint Tenderer) shall make a declaration on actual data of the company according to point 1 **or** point 2!*

*If Tenderer (joint Tenderer) makes a declaration according to point 1, it **shall also make a declaration** according to Appendix 9.*

*If Tenderer (joint Tenderer) makes a declaration according to point 2, it **need not make a declaration** according to Appendix 9.*

²⁰ Tenderers, joint tenderers complete it separately.

²¹ Delete as appropriate!

²² Delete as appropriate!

Declaration of Tenderer regarding Article 56(1) point k) subpoint kc) of PPA^{23 24}

“2Kx2K LCD monitors”

1. I, the undersigned (representing:) as Tenderer / joint Tenderer²⁵ hereby declare that our company is a company not quoted on the regulated stock exchange, and all the beneficial owners can be known as defined in Section 3 point r) of Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing²⁶.

Name of each beneficial owner	Address of each beneficial owner

Date:

.....
authorized signature

²³ Tenderers, joint tenderers complete it separately.

²⁴ **Optional – shall be completed only by Tenderers quoted on a regulated stock exchange!**

²⁵ Delete as appropriate!

²⁶ Section 3 point r) of Act CXXXVI of 2007:

r) beneficial owner shall mean:

- ra) **the natural person**, who directly or – in a manner specified in Subsection (3) of Section 685/B of Act IV of 1959 on the Civil Code (hereinafter referred to as ‘Civil Code’) – indirectly owns or controls at least twenty-five per cent of the shares or voting rights in a legal person or in an organisation not having a legal personality, if that legal person or organisation not having a legal personality is not a registered company on the regulated market to which publication requirements consistent with Community legislation or equivalent international requirements apply;
- rb) the natural person, who has a dominant influence in a legal person or an organisation not having a legal personality as determined in Subsection (2) of Section 685/B of the Civil Code;
- rc) the natural person, on whose behalf a transaction order is executed;
- rd) in the case of foundations, the natural person:
 - 1. who is the beneficiary of at least twenty-five per cent of the property of the foundation, if the future beneficiaries have already been determined;
 - 2. in whose main interest the foundation is established or operates, if the beneficiaries have yet to be determined; or
 - 3. who is a member of the managing organisation of the foundation, or who has a dominant influence over at least twenty-five per cent of the property of the foundation, or who acts on behalf of the foundation; and
- re) in the absence of a natural person specified in Subparagraphs ra)–rb), the executive officer of the legal entity or the organisation not having a legal personality;

2. ²⁷ I, the undersigned (representing:) as Tenderer / joint Tenderer ²⁸ hereby declare that our company is a company not quoted on the regulated stock exchange, and in the absence of a beneficial owner as defined in Section 3 point ra)-rb) of Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing, the executive officer(s)²⁹ is/are to be considered as our beneficial owner whose name and permanent address is given as follows :

Name	Permanent Address

Date:

.....
authorized signature

*Tenderer (joint Tenderer) shall make a declaration on actual data of the company according to point 1 **or** point 2!*

²⁷ It shall be completed if the given organisation does not have a beneficial owner as defined in Section 3 point ra)-rb) of Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing.

²⁸ Delete as appropriate!

²⁹ Entities as defined in Article 21 Act IV of 2006 on business associations.

Declaration of Tenderer regarding Article 56(2) of PPA³⁰

“2Kx2K LCD monitors”

I, the undersigned (representing:
.....) as Tenderer / joint Tenderer³¹

make the following declaration:

there is a legal entity or an organisation with legal capacity under the laws of its country of establishment / there is no legal entity or organisation with legal capacity under the laws of its country of establishment³² that has an owner’s share or voting right of more than 25% directly or indirectly in our company.

Date:

.....
authorized signature

³⁰ Tenderers, joint tenderers complete it separately.

³¹ Delete as appropriate!

³² Delete as appropriate!

Declaration of Tenderer regarding Article 56(2) of PPA, identifying legal entity or organisations without a legal personality^{33 34}

“2Kx2K LCD monitors”

I, the undersigned (representing:) as Tenderer / joint Tenderer³⁵

make the following declaration :

there is a legal entity or organisation with legal capacity under the laws of its country of establishment that has an owner’s share or voting right of more than 25% directly or indirectly in our company, these entities or organisations are the following:

Identifying legal entity or organisation with legal capacity under the laws of its country of establishment

We declare furthermore that as referred to Article 56(2) of PPA, grounds for exclusion does not exist regarding the above identified legal entity (entities) or organisation(s) with legal capacity under the laws of its (their) country of establishment.

Date:

.....
authorized signature

³³ Tenderers, joint Tenderers complete it separately.

³⁴ **Optional – it shall be complted if there is a legal entity or organisation without legal personality that has an owner’s share or voting right of more than 25% directly or indirectly.**

³⁵ Delete as appropriate!

Declaration on net revenue

“2Kx2K LCD monitors”

I, the undersigned (representing:) as Tenderer / joint Tenderer / organisation making its capacities available³⁶ – hereby declare that as defined in Article 14(1) point c) of 310/2011 (XII.23.) Government Decree, the three business years preceding the publication of the Contract Notice regarding the revenue without VAT resulting from the subject of public procurement (delivery of ATN router and related services, including support and training) were as follows:

P1) eligibility condition	year ...	year ...	year ...
Revenue originating in the subject of public procurement (in EUR) – without VAT			

Date:

.....
authorized signature

³⁶ Delete as appropriate!

Declaration on references**“2Kx2K LCD monitors”**

I, the undersigned (representing:) as Tenderer / joint Tenderer / organisation making its capacities available ³⁷ after carefully reviewing all the required forms and contents, instructions, stipulations laid down in the Contract Notice and supplementary Documentation, in accordance with Article 15(1) point a) of 310/2011 (XII.23.) Government Decree, hereby declare that our most significant references relating to the subject of the public procurement (delivery of ATN router and related services, including support and training) performed in 3 years counting back from the time of the publication of the Call initiating the procedure were the following:

M1) certifying eligibility condition:

listing work completed detailed in a way that the compliance with the eligibility conditions can be determined,	
net amount of remuneration defined in EUR,	
time (day/month/year) and place of performance and successful technical acceptance	
identifying the other party concluding the contract, and the name and phone number of the person giving information on behalf,	
qualification of the other party concluding the contract regarding work,	

The number of rows/tables can be increased/decreased as needed.

The reference work can only be considered performed in 5 years counting back from the time of the publication of the Call initiating the procedure if the time of performance, that is the successful technical acceptance was completed at this time.

If the economic operator intends to demonstrate an earlier activity as reference when it acted as a member of a consortium or project company, in this case as defined in Article 129(7) of PPA, it can use the reference only at the rate of its own participation.

Additionally, we call the attention to Article 16(3) of 310/2011 (XII.23.) Government Decree.

If the reference certificate or subject of the contract according to the reference statement is more than the subject of the public procurement, the subtotal/amount concerning the subject of the public procurement shall be given in the reference certificate / reference statement.

³⁷ Delete as appropriate!

Date:

.....

authorized signature

**Reference certificate
(sample)**

I, the undersigned as a representative of³⁸ entitled for authorized signature hereby declare that between our company and.....³⁹ a contract was concluded.

Listing work completed to be detailed in a way that the compliance with the eligibility conditions can be determined⁴⁰:

Rate of percent of its own performance:

Net amount of remuneration and the value of its own performance defined in Euros:

Time and place of performance:

Identifying the other party concluding the contract, and the name and phone number of the person giving information on behalf:

Qualification of the other party concluding the contract regarding work:

I hereby certify that⁴¹ completed delivery in compliance with the requirement and the contract.

Present certificate is issued in order to submit the tender in the public procurement procedure.

Date:

.....

authorized signature

³⁸ Name and seat of the company providing reference.

³⁹ Name and seat of the tenderer.

⁴⁰ The subject of the contract shall be given in the way that the compliance with the eligibility condition can be clearly determined, which means the indication of the subject of the contract should contain all the components that the given eligibility condition specifies as mandatory.

⁴¹ Name of the tenderer.

Declaration according to Article 55(5) of PPA⁴²

“2Kx2K LCD monitors”

I, the undersigned (name), as the representative of entitled for authorized signature in accordance with Article 55(5) of PPA, hereby declare that to comply with the requirements of financial and economic as well as technical and professional eligibility **we will rely / not rely⁴³** on the capacities of (an)other organisation(s) (or person).

Suitability conditions (by indicating relevant points in the Contract Notice) to comply with which Tenderer will rely on the capacities of another organisation	Name and seat of organisation⁴⁴
P1) suitability condition revenue concerning the subject of public procurement	
M1) suitability condition reference	

Additionally, we declare that according to Article 55(6) points a-c) of PPA, to comply with the requirements of financial and economic as well as technical and professional eligibility, and to deliver the contract we will rely on the capacities of (an)other organisation(s) (or person) as follows⁴⁵:

a) We declare that the resources demonstrated at the certification of suitability, provided by another organisation will be really applied during the delivery of the contract and on its method we declare as follows⁴⁶

The method of applying resources demonstrated when suitability is certified, provided by another organisation while delivering the contract:

or

b) We declare that the organisation whose data will be used to certify suitability (if the suitability requirement concerns the performance of earlier supplies, services or construction

⁴² Tenderers, joint Tenderers complete it separately.

⁴³ Delete as appropriate!

⁴⁴ The table shall be completed if Tenderer relies on the resources of another organisation to comply with suitability conditions.

⁴⁵ Tenderer at its own discretion may select point a), b) or c). (Article 55(6) of PPA)

⁴⁶ If the organisation is indicated as subcontractor, it is to be considered a declaration.

investments) – which allows us to use the professional experience of this organisation during the delivery of the contract – we will apply it in the following way:

The method of applying resources demonstrated when suitability is certified, provided by another organisation while delivering the contract:

or

c) We declare that while certifying economic and financial eligibility – as different from point a), the suitability requirements do not refer to the actually available resources during the delivery – we submit the declaration of another organisation participating in certifying suitability where according to Article 6:491 of Civil Code, this organisation will guarantee surety for the damage relating to the failure of delivery or defective delivery sustained by Contracting Authority.⁴⁷

*Tenderer at its own discretion may select **point a) or b) or c)** – irrelevant part to be deleted / crossed!*

Date:

.....
authorized signature

⁴⁷ In case of selecting this point, please attach the point c) of the declaration made by this organisation (according to Appendix 21).

Declaration on making resources available as per Article 55(5) of PPA ⁴⁸

“2Kx2K LCD monitors”

I, the undersigned, as the representative of (name, seat) entitled for authorized signature in the subject of “2Kx2K LCD monitors” public procurement procedure initiated by HungaroControl Pte. Ltd Co (H-1185 Budapest, Igló utca 33-35) hereby declare that in the above public procurement procedure the organisation complies with

- Financial, economic suitability requirements defined in III.2.2 P1) of the Contract Notice, and
- Technical, professional suitability requirements defined in III.2.3 M1) of the Contract Notice,

and to certify it, we will certify in the same way as it is prescribed for Tenderer that we are eligible to deliver the contract, which means we will attach the certificates and/or declarations prescribed in the relevant point of the Contract Notice.

We acknowledge and agree that (name, seat) as Tenderer submitting tender in the procedure, to be able to certify compliance with the suitability requirements defined in III.2.2 P1) of the Contract Notice and III.2.3 M1) of the Contract Notice rely on the capacities of our organisation as defined in Article 55(5) of PPA, capacities provided by other organisations.

We hereby declare according to Article 55(5) of PPA that these resources - needed to deliver the contract - will be available during the time of delivery of the contract, and additionally, we undertake that during the time of delivery of the contract we will make the following resources available for Tenderer in the following way:

.....
.....

Date:

.....

authorized signature

⁴⁸ Optional – If Tenderer intends to rely on the capacities of another organisation (person) to certify the compliance with the suitability requirements according to Article 55(5) of PPA, please, attach the declaration relating to the commitment in the form of the above sample as per Article 55(5) of PPA, right after the certificate of the relating suitability requirement.

Declaration of the organisation making its capacity available as per Article 55(6) point c) of PPA⁴⁹

“2Kx2K LCD monitors”

I, the undersigned (name), as the representative of (name of company) economic operator participating in certifying economic and financial suitability entitled for authorized signature, as described in Article 274(1) of Civil Code hereby guarantee surety for the damage relating to the failure of delivery or defective delivery of Tenderer sustained by Contracting Authority.

Date:

.....

authorized signature of organisation
providing resources

⁴⁹ Optional – If Tenderer will comply with the required suitability requirements by relying on the capacity of any other organisation (or person), and made a declaration according to Article 55(6) point c) in Appendix 18.

Declaration on supplementary information⁵⁰⁵¹

“2Kx2K LCD monitors”

I, the undersigned (representing:), as Tenderer hereby declare that in the above mentioned public procurement procedure I have received all the supplementary information issued during the procedure and taken that into account while preparing my tender.

Date:

.....
authorized signature

⁵⁰ Optional – if there was supplementary information

⁵¹ Tenderers, joint Tenderers complete it separately.

Declaration on confidentiality ⁵²

“2Kx2K LCD monitors”

I, the undersigned (representing:), as Tenderer hereby declare and undertake in the subject of **“2Kx2K LCD monitors”** public procurement procedure initiated by HungaroControl Pte. Ltd. Co that I will treat and preserve all the information and data confidentially that became known to the company represented during present procedure (and without time limit), I will ensure that during the tender, the company represented by me and the participants involved in the tender will not use them for any direct or indirect purpose not related to the participation, they will not publish them public or make them available for incompetent persons, they will not use them improperly.

Date:

.....

authorized signature

⁵² Tenderers, joint Tenderers complete it separately.

Declaration on the procedure of amendment registering

“2Kx2K LCD monitors”

I, the undersigned company , as Tenderer / joint
Tenderer⁵³ representing:

hereby declare that

- a) procedure of amendment registering is not in progress at our company.
- b) procedure of amendment registering is in progress at our company concerning which we
attach the application submitted to the Registry Court and the certificate about its receipt
sent by the Registry Court in a simple copy.

Date:

.....

authorized signature

*Tenderer (joint Tenderer) shall make a declaration on actual data of the company according
to point a) or point b). Delete as appropriate!*

⁵³ Delete as appropriate!

MONITOR ASSESSMENT SHEET

Monitor number/mark:

Assessor's name:

Please indicate in the weighting scale in the corresponding row the value observed during assessment from 1 to 10.

Observable reflection in power off state	1	SIGNIFICANTLY observable								
	10	NOT observable								
	1	2	3	4	5	6	7	8	9	10
Observable reflection in power on state	1	2	3	4	5	6	7	8	9	10
Degree to which reflection affects the visibility of the following elements, <u>IN WHITE SHIRT</u>	10	DOES NOT affect								
	1	SIGNIFICANTLY affects								
RPS and Label										
ASSUMED	1	2	3	4	5	6	7	8	9	10
COORDINATED	1	2	3	4	5	6	7	8	9	10
REDUNDANT	1	2	3	4	5	6	7	8	9	10
UNCONCERNED	1	2	3	4	5	6	7	8	9	10
Other elements										
MAP ELEMENTS	1	2	3	4	5	6	7	8	9	10
WINDOWS, MENUS	1	2	3	4	5	6	7	8	9	10
Degree to which reflection affects the visibility of the following elements, <u>IN</u>	10	DOES NOT affect								
	1	SIGNIFICANTLY affects								

RED SHIRT										
RPS and Label										
ASSUMED	1	2	3	4	5	6	7	8	9	10
COORDINATED	1	2	3	4	5	6	7	8	9	10
REDUNDANT	1	2	3	4	5	6	7	8	9	10
UNCONCERNED	1	2	3	4	5	6	7	8	9	10
Other elements										
MAP ELEMENTS	1	2	3	4	5	6	7	8	9	10
WINDOWS, MENUS	1	2	3	4	5	6	7	8	9	10

Total score:

Date:....., 2015

Signature:.....

III. TECHNICAL SPECIFICATION

The subject of the public procurement procedure is the procurement of 74 2K x 2K LCD monitors for air traffic control. Tenderers in the procedure may only submit proposals about monitors that are new, unused, possess the necessary licenses, certificates and other documents and are suitable for the intended use.

Tenderer shall offer 74 identical products in the procedure, i.e. it shall not be possible to cover the required quantity with two or more types, makes, etc. of products.

Tenderer shall provide with the equipment to be delivered operational and end user manuals/guides in English and/or Hungarian.

Tenderer shall be responsible to manufacture, test, pack and deliver 74 2K x 2K LCD monitors and the associated spare parts, furthermore to provide training, and to supply spare parts and provide warranty in accordance with the contract terms.

1. General

2K x 2K Color TFT-LCD monitor

Low life cycle cost

Long-term support

Brightness Stabilization

1.1 Active screen surface

503.808 (H) x 503.808 (V) mm

19.83 x 19.83 inch

1.2 Active screen diagonal

28 inch – 28.1 inch

1.3 External dimensions

<680(H) <650(W) mm

Frame dimension <= 85mm

2. Optics

Front glass: excellent quality,
non-reflective constant image

flicker-free

2.1 Resolution

full 2048 x 2048 pixels

2.2 Pixel size

0.246 (H) x 0.246 (V) mm

2.3 Pixel error

Light: 0

Black: <5

2.4 Display colors

16.7 million (24bit)

2.5 Color temperature

D65

2.6 Angle of visibility (T/B/R/L)

+/-85 degrees

2.7 Contrast ratio

>450:1 >=1000:1

2.8 Brightness

225- >350 cd/m²

2.9 Response time

<= 25ms

2.10 Removable backlight system

Lifespan: \geq 50000h - 100000 h

LED Y/N

3. Interface

Removable unit DVI 1.0 2x Dual-link DVI-D

connecting type DVI panel link

multisync capability

4. Control

OSD

Adjustments

Error display by functions

Use of security password

Test sample selection

4.1 Front panel control units,

4.2 Service keyboard, infra remote control

4.3 Remote control on serial port or SNMP

5. Automatic functions

5.1 Automatic phase adjustment

5.2 Compensation of backlight ageing

5.3 Backlight optical stabilizing

5.4 Automatic mains voltage control

5.5 Automatic standby

5.6 Remote control functions

- screen adjustment: handling from remote WS/PC

- settings: input switch

- control: similar functions as OSD

- firmware refresh: RS-232/422, SNMP(RJ45)

6. Power supply

6.1 AC 100 to 240V 50/60Hz: IEC type plug (Euro DIN)

6.2 Power consumption

- Total luminance: $<$ 150 W max.

- Standby: $<$ 35 W

- Dual PSU: Yes

7. Environment

7.1 Operating temperature

0-40 °C

7.2 Operating humidity

10-85 %

7.3 EMI/EMC

FCC15b class A

EN55022

EN61000-3-2; -4-2,3,4,5,6,11,8

EN55024

EN61000-3-3

7.4 Safety

UL60950-1

IEC60950-1

E216999 UL/cUL

8. Design

Desktop design

Without legs 34 pieces

With legs 40 piece

VESA bracket

Color: black or dark graphite gray (RAL7021)

Handprints free

9. Warranty

9.1 complete, except for backlight: ≥ 36 months

9.2 for backlight: ≥ 36 months

10. Other accessories

Network cable(IEC-IEC): length 5 m, 1 piece/monitor

DVI cable: length: 5 m (24-pin binding) 1 piece/monitor

Description of operation, operations manual: 1 piece/monitor

Every material necessary for installation

11. Mounting, securing

Type: VESA adapter

12. Spare parts

For every replaceable main monitor unit, with the exception of backlight: 6-6 pieces

backlight tray (with bulbs or LED): 6 kits

remote control units: 6 pieces

13. Without cooling fan: Y/N

IV. DRAFT CONTRACT

Contract number at the Customer:
HC-2015-XXXX

Concluded by and between

HungaroControl Pte. Ltd. Co.

Registered seat: 1185 Budapest, Igló utca 33-35.
Tax number: 13851325-2-44
EU VAT number: HU13851325
Company reg. number: 01-10-045570
Bank account number: HU2710300002-10459732-48820029
SWIFT: MKKBHUHB
Represented by: ...

as customer, hereinafter referred to as: **Customer;**

and

... (*company name*)

Registered seat: ...
Tax number: ...
EU VAT number: ...
Company reg. number: ...
Bank account number: ...
IBAN: ...
SWIFT: ...
Represented by: ...

As seller, hereinafter referred to as: **Seller;**

Customer and Seller collectively referred to as: **Contracting Parties**, on the date and at the place indicated below, under the following terms and conditions:

I. Preamble

Contracting Parties record that Seller's offer (hereinafter referred to as: the "**Offer**") was announced as the winner of the public procurement procedure initiated by the Customer for the "*Purchasing of 2K x 2K LCD monitors*" (hereinafter referred to as: the "**Public Procurement Procedure**") and hence the Contracting Parties enter into a contract (hereinafter referred to as: the "**Contract**"). The invitation to tender for the Public Procurement Procedure was published on TED on ... 2015 under no. 2015/S

II. Subject of the Contract

1. Seller undertakes the obligation that subject to the terms and conditions stipulated in the Contract and Annexes thereto it shall
 - a) manufacture, test, package and deliver to the Customer 74 pieces of 2K x 2K sized LCD monitors (hereinafter referred to as: the "**Devices**") plus spare parts,
 - b) provide trainings for the technical staff of the Customer,
 - c) cooperate in setting the Devices in compliance with Section VIII of the Contract,
 - d) Ensure the supply of parts and components for the Devices to the Customer,
 - e) Provide a warranty to the Customer for the Devices and the spare parts.
2. The Devices and the spare parts shall fully comply with the requirements set out under the Contract and its Annexes.
3. The Devices and the spare parts shall be new and unused. No renovated components may be used in the Devices.
4. If the performance is free of any defects, the Customer shall be obliged to take over the Devices and the spare parts, in accordance with the Contract, furthermore to pay the price specified in Section III.1 of the Contract, under the terms and conditions specified in Section IV of the Contract.

III. Consideration payable for the Contract

1. The amount payable by the Customer as a consideration for the performance of the Seller's obligations specified under this Contract shall be net EUR, in words: net Euros (hereinafter as: **Fee**).
2. The Fee, among others, shall include transfer of ownership of the Devices and the spare parts, documents and data, storage, packaging, shipment insurance, shipment to Hungary, eventual custom clearance, payable customs, costs of customs clearance, shipment within Hungary, possible temporary storage, loading and unloading, all-round transportation insurance, consideration payable for the tests and other demonstrations carried out by the Seller, spare parts supply, training of the technical staff, warranty, provision of the warranty bond, as well as any other expenses arising on the part of the Seller in connection with performance of the Contract.
3. The Fee shall include and cover all the possible taxes, duties, as well as any other payment obligations payable in the country of the registered seat of the Seller as of the effective date of the Contract. The VAT payable in Hungary shall be paid in addition to the Fee, in line with the currently effective legal regulations.

4. The breakdown of the Fee is included in the Offer.
5. Seller declares that it has ascertained that the Fee is appropriate and sufficient and represents sufficient cover to perform all the Seller's obligations stipulated under the Contract. The Fee shall also cover the ancillary charges arising in connection with the tasks specified in the Contract, thus in particular, including but not limited to, the costs or losses possibly incurred by the Seller following entry into force of the Contract arising due to any possible changes in the price of certain components of the Devices or the spare parts or possible exchange rate fluctuations.
6. Seller does not have the right to change the Fee during the term of the Contract.

IV. Terms of payment

1. Customer undertakes the obligation to pay the Fee to the Seller's bank account, by bank transfer, following full and impeccable performance, within 30 (thirty) calendar days reckoned from receipt of the invoice meeting the requirements of form and content as prescribed by law and the Contract, issued following the performance certificate, in conformity with the provisions of Article 130 of Act CVIII of 2011 on *Public Procurement* (hereinafter referred to as: the **Public Procurement Act**) and Article 6:130 of Act V of 2013 on the *Civil Code* (hereinafter referred to as: the **Civil Code**).
2. Seller shall be entitled to issue the invoice to the Customer following receipt of the written performance certificate issued by the person entitled to verify performance, in line with Section IX of the Contract.
3. The invoice shall contain and itemize separately the fees payable for the Devices and the spare parts, and for the individual services provided pursuant to the Contract, especially the fee of the trainings. Seller shall be obliged to inform the Customer in the invoice or the annexes thereto about the customs tariff code and weight of the Devices and the spare parts, as well as the type, material and weight of the packaging applied.
4. Seller acknowledges that Customer does not pay any advance payment and does not allow the option of submission of a partial invoice.
5. Seller acknowledges that the Customer shall not pay the consideration stipulated in the Contract to any party other than the beneficiary identified herein, and the right to the consideration, as a claim, may not be assigned to any other party.
6. Seller may not pay for and may not enter into its accounts any costs relating to the Contract that may arise toward a company not meeting the conditions stipulated in Article 56(1)(k) of the Public Procurement Act and which can reduce the taxable income of the Seller.
7. The invoice shall have to be sent in a registered mail with return receipt to the Financial and Accounting Department of HungaroControl Pte. Ltd. Co. (1185 Budapest, Igló utca 33-35.). Electronic invoices shall be sent to the postazo@hungarocontrol.hu e-mail address. The invoices should refer to the contract number of this Contract given by the Customer (HC-2015-XXXX).
8. In the event the invoice cannot be entered into the financial books or cannot be accepted due to absence of any criteria (such as contract number) required by law or otherwise, then Customer shall return the given invoice to the Seller. In such an event the deadline for payment shall commence as of receipt of the duly corrected invoice.

9. In case of overdue payments by the Customer, the Seller shall be entitled to charge an interest for late payment (default interest) according to Article 6:155 (1) of the Civil Code and a flat-rate for collection as stipulated under Article 6:155 (2) of the Civil Code.
10. Parties agree that Article 36/A of Act XCII of 2003 *on the Rules of Taxation* shall be applied to any and all payments made pursuant to the Contract.

V. Terms and Conditions of Performance

1. Seller shall be obliged to supply to the Customer the Devices having the same make, type and series as the sample product made available for testing purposes to the Customer during the Public Procurement Procedure.
2. Contracting Parties undertake to make all reasonable efforts to ensure that their respective obligations determined under the Contract are performed actively, accurately, and without delay.
3. Contracting Parties shall cooperate with each other, with mutual negotiations, to the maximum extent in order to solve any possible difficulties and problems arising during performance of the Contract for purpose of achieving the contractual goals.
4. Contracting Parties shall be obliged to provide all justified information requested by the other Contracting Party in connection with performance of the Contract, within a reasonable deadline.
5. Unless otherwise stipulated by law, the Contracting Parties shall not perform, tolerate or allow the performance of such actions that could in any way have a detrimental impact on any right of the other Contracting Party, or which could have a detrimental impact on the other Contracting Party's reputation or goodwill.
6. Contracting Parties shall be obliged to provide all justified information requested by the other Contracting Party in connection with performance of the Contract, within a reasonable deadline.
7. Contracting Parties shall ensure that their obligations hereunder will be performed with due care, expertise, and prudence by competent persons possessing appropriate qualifications and experience.
8. Contracting Parties agree not to perform their obligations and exercise their rights under the Contract in a manner that is in any way incompatible with the Contract.
9. Contracting Parties agree to comply with all relevant legal requirements in the course of the performance of the Contract. Seller warrants that the Devices meet the applicable life and property safety, labour safety, environmental and health provisions of Hungarian and EU law.
10. The Devices must have CE certificate and shall meet the applicable European and Hungarian standards. Upon the Customer's request, the Seller shall be obliged to confirm the conformity of the Devices, in the way and form requested by the Customer.
11. The Contract shall have to be performed by the Seller himself. With the exception stipulated in this Section, all participants having been involved in certifying the suitability of the Seller during the Public Procurement Procedure must participate in the performance of the Seller. Seller shall notify the Customer about the involvement

of any participant in its performance – even if used as a replacement for a participant identified earlier –, if such participant was not identified in the offer submitted during the Public Procurement Procedure. At the time of the notification, the Seller shall also declare that the participant to be employed is not subject to any ground for exclusion as specified during the Public Procurement Procedure. The legal successor of the Seller or of any legal entity participant may not be involved in the performance of the Contract, unless the Seller or the legal entity participant, as a business association, is transformed or dissolved with a legal successor. No participant may be involved in the performance of the Contract as a replacement of a participant having been involved in demonstrating the suitability of the Seller during the Public Procurement Procedure, unless the Customer agrees to its involvement, the Contract, or any part thereof, could not be performed by using the specified participant for reasons having occurred after the conclusion of the Contract – but which could not have been foreseen at the time of contracting – or due to the certifiable defective performance of that participant, and the Seller – along with the new participants – still meets the suitability requirements that were met by the Seller during the Public Procurement Procedure along with the given participant. The participant may not be replaced if the fact of employing a given participant – due to the specific characteristics of the service subject to the Contract – was regarded as a material detail at the time of evaluating the offers during the Public Procurement Procedure. The obligations stipulated in this Section may be performed by the legal successor of the Seller or of its non-natural person subcontractor, if any of them (as a legal entity) is transformed, demerged or merged into another legal entity, or is terminated with succession in any other way in conformity with the rules applicable to it.

12. The Seller shall allow the Customer to become familiar with the ownership structure of the Seller during the entire period of performing the Contract, and shall notify the Customer about any of the following transactions without delay:
 - a) Such a legal entity or organisation having legal capacity under its personal right acquires, directly or indirectly, an ownership interest exceeding 25 % in the Seller, which does not comply with the requirements set out in Article 56 (1) (k) of the Public Procurement Act.
 - b) Seller acquires, directly or indirectly, an ownership interest exceeding 25 % in such a legal entity or organisation having legal capacity under its personal right, which does not comply with the requirements set out in Article 56 (1) (k) of the Public Procurement Act.
13. Seller undertakes to handle strictly confidential all data related to the Contract or the Customer, acquired during the performance of the Contract, including the existence and content of the Contract, and shall not disclose or make available such data to third parties without the prior written consent of the Customer, neither during the term of the Contract nor following its termination, and shall use such data exclusively for the purpose of performing the Contract. The above obligation of confidentiality shall be binding for the Seller even after termination of the Contract.

VI. Transportation

1. Seller shall be obliged to ship and deliver to the Customer the Devices and the spare parts, with DDP (delivered duty paid) to 1185 Budapest, Igló u. 33-35., Hungary

(Incoterms 2010), within 70 (seventy) calendar days from entry into force of the Contract, in the contractual manner.

2. Seller shall ensure that the packages are insured during transport and that the insurance covers the damages that may occur during loading and unloading.
3. Customs clearance (if applicable) shall be arranged by the Seller, at his own costs and expense.
4. Seller shall package the Devices in a manner that prevents any and all damages and losses during transport. The packaging shall provide adequate protection against rough treatment, extreme temperature, and rainfall. The packages shall contain absorbent materials in order to prevent internal condensation. The packaging method shall ensure that any and all unauthorised openings of the packages are immediately apparent.
5. The Devices and the spare parts shall be delivered together, at the same time.
6. Delivery can take place at a time agreed with the Customer in advance. Seller shall be obliged to notify the Customer about the exact time of the delivery, 5 (five) working days prior to the day of delivery at the latest, via fax and in e-mail, with due indication of the following data:
 - a) number of the Contract,
 - b) carrier / forwarding agent,
 - c) type and license plate number of the means of transportation, and the particulars and contact details of the loading personnel,
 - d) date and time of shipping,
 - e) particular data of the products (quantity, quality, number of packages, gross and net weight [kg], size of the packages [cm*cm*cm], type and material of the packaging, customs tariff code [combined nomenclature]).

Any and all damages arising from sending, or not sending, the notice shall be borne by the Seller.

7. The Devices shall be delivered together with the following documents:
 - a) Copy of the document verifying the CE classification of the delivered Devices;
 - b) operating and end user manual and/or description in English and/or Hungarian.
8. The Contracting Parties specifically agree that any and all liability concerning shipment (including, among others, possible temporary storage, loading, unloading, packaging of appropriate quality, unpacking, customs clearance, etc.) shall be borne by the Seller and shall be covered by the Fee.
9. Customer shall carry out the visual inspection and quantity inspection of the delivered Devices and spare parts, within 2 (two) working days from delivery, and shall communicate to the Seller his remarks and claims regarding defective performance (if any), in writing. In the event the Devices and spare parts meet the requirements laid down in the Contract, the Contracting Parties shall sign a delivery and acceptance protocol. The ownership title over the Devices and spare parts as well as the related risk of damage shall be transferred to the Customer as of signature of the delivery and acceptance protocol.

VII. Training

Seller shall be obliged to provide trainings to the technical staff designated by the Customer about the setting and maintenance of the Devices, within 20 (twenty) calendar days from the mutual signature of the delivery and acceptance protocol by the Contracting Parties, on five occasions, for at least four persons per event. The exact times of the trainings shall be determined by the Customer, following negotiations thereto with the Seller. The venue of the trainings in Budapest shall be ensured by the Customer. The duration of the trainings shall be determined mutually by the Contracting Parties.

VIII. Setting of the Devices

Seller shall be obliged to make the settings on the monitor selected by the Customer, according to the needs of the end users. The settings shall be made on 1 (one) piece of monitor (out of the delivered Devices) selected by the Customer according to his own discretion, within 20 (twenty) calendar days following signature of the delivery and acceptance protocol by both Contracting Parties, at the time specified by the Customer. Seller shall be obliged to save the parameters of the settings accepted by the Customer and to deliver these parameters to the Customer in such a way so that the technical staff of the Customer participating at the trainings will be able to make these settings of the Devices on their own.

IX. Issuance of the Performance Certificate

Following signature by the Contracting Parties of the delivery and acceptance protocol verifying contractual delivery of the Devices and spare parts, and after completion of the trainings of the technical staff designated by the Customer according to Section VII of the Contract and after the completion of the settings of the monitor selected by the Customer according to Section VIII of the Contract, furthermore, provided that the Seller has provided the warranty bond to the Customer in the contractual way, the Customer shall issue the performance certificate to the Seller.

X. Supply of Components and Parts

1. Seller shall be obliged to deliver to the Customer, based on the Customer's ad hoc purchase orders, any further components and parts necessary to the Devices, for at least 5 (five) years following the day of signature of the delivery and acceptance protocol by both Contracting Parties. The components and parts necessary for the regular maintenance of the Devices and the components and parts the periodical replacement of which are required by the manufacturer of the Devices shall be delivered by the Seller to the Customer within 30 (thirty) calendar days from receipt of the Customer's respective purchase order, whereas the other spare parts shall be delivered by the Seller to the Customer as soon as possible, but within 90 (ninety) calendar days from receipt of the Customer's respective purchase order, at the latest.
2. In the event the production of any of the components and parts is terminated following the period stipulated under Section X.1 of the Contract, Seller shall be obliged to send a prior notice to the Customer about the expected termination of production, allowing the Customer sufficient time to ensure the purchasing of the needed supplies.

3. Seller undertakes:
 - a) To send to the Customer the catalogues and price lists of the components and parts related to the Devices, regularly, at least once every 2 (two) years, free of charge;
 - b) To deliver the components and parts to the Customer always at the most favourable prices offered to other customers;
 - c) That the components and parts delivered pursuant to Section X.1 of the Contract shall always be interchangeable and of identical or better quality than the ones installed into the Devices.

XI. Contact Persons

1. Seller's contact person in connection with the Contract:

name:	...
phone:	...
cell phone:	...
fax:	...
e-mail:	...
postal address:	...
2. Customer's contact person in connection with the Contract:

name:	Pál Sári
phone:	+36-1-293 4125
cell phone:	+36-30-914 7432
fax:	+36-1-293 4121
e-mail:	pal.sari@hungarocontrol.hu
postal address:	1185 Budapest Igló utca 33-35
3. Person appointed by Customer to verify performance:

name:	Gábor Bajkó
phone:	+36-1-293 4110
cell phone:	+36-30-328 7563
fax:	+36-1-293 4121
e-mail:	gabor.bajko@hungarocontrol.hu
4. Contracting Parties agree to notify each other in advance about any change taking place regarding the above persons. Any change regarding the above persons shall enter into effect as of contractual communication thereof to the other Contracting Party and shall not require the amendment of the Contract.
5. The language used for contact purposes shall be the Hungarian or the English language.
6. Contracting Parties agree that any and all statements and other notices shall be sent to the other Party in writing (by personal delivery confirmed in writing, courier, via

registered mail with return receipt, by e-mail with confirmation of receipt or via fax with confirmation of receipt). The notices shall become effective at the time of taking receipt by the addressee in a certified manner.

7. The Contracting Parties agree that statements sent via fax or e-mail shall be regarded as served and effective on the day of receipt, if sent to the addressee on a working day before 16:00 (CET), as confirmed by a successful transmission report or confirmation. Messages sent via fax or e-mail on holidays, or on working days after 16:00 (CET), and confirmed by a successful transmission report or automatic confirmation, respectively, shall be deemed as served to the addressee at 08:00 (CET) on the next working day following the day of the transmission. In case of any dispute, the sender shall provide evidence for the date and time of sending the message.
8. Notices sent via registered mail with return receipt shall be deemed as served on the day of the attempted delivery, if the addressee refuses to take receipt of the delivery. In case of unsuccessful service, the communication shall be deemed as served – unless proven otherwise – on the 5th (fifth) working day following the second attempted postal delivery, if the service was unsuccessful because the addressee did not take receipt of the delivery (it was returned as „not called for”).
9. If, based on the well-grounded written opinion of the Customer, the contact person of the Seller is not capable of performing his/her tasks or he/she performs these tasks without the required care and circumspection, then Customer shall be entitled to demand removal of the contact person of the Seller or his/her replacement, with a written statement sent to the Seller.
10. Contracting Parties shall notify each other of any material changes to their company data (such as their address, phone number, fax number, contact persons), as soon as possible.

XII. Obstacles

1. Contracting Parties undertake to notify each other immediately about any obstacles or circumstances that could result or justify any amendment to the Contract.
2. Seller shall be obliged to notify the Customer as soon as possible, if such a circumstance occurs that prevents, hinders or jeopardises the contractual performance, or any such circumstance that could result a technical solution different from the one determined under the Contract, even if the Customer should have been aware of the given circumstance without the Seller's notice. Under the notice, the Seller shall be obliged to provide an exact and precise definition of the given circumstances, its causes, and (if possible) it shall propose the necessary measures.

XIII. Liquidated Damages (penalty)

1. Should the Seller fail to perform within a certain time limit specified under the Contract for a reason within its control, Seller shall be obliged to pay liquidated damages for delay. The amount of the liquidated damages for delay (late performance penalty) shall be 1% of the Fee for each day of the delay. The maximum amount of the liquidated damages for delay shall be 20% of the Fee. The liquidated damages for delay shall become due, if the delay is eliminated or the amount of the liquidated damages for delay reaches its maximum.

2. If performance becomes frustrated due to a reason attributable to the Seller, the Seller shall pay liquidated damages for frustration of contract, the amount of which shall be 20% of the Fee. The performance of the Contract shall be regarded by the Contracting Parties as frustrated if (among others) in particular:
 - a) Seller refuses to perform without legitimate reasons, or
 - b) performance is frustrated due to any reason within the control of the Seller, or
 - c) Due to the Seller's delay the Customer provided an additional deadline, but Seller failed to perform within such additional deadline, and hence the Customer rescinded the Contract, or
 - d) Customer rescinded the Contract on the grounds of Seller's material breach of contract.
3. The Customer may claim liquidated damages even if he has not incurred any losses. Customer shall be entitled to enforce the damages incurred by it in excess of the liquidated damages. Customer shall have the right to enforce the liquidated damages and also his claim for damages beyond the liquidated damages, as an overdue money claim, by offsetting the respective amount against the Seller's invoice. Customer may also enforce its claim for liquidated damages against the Seller under a separate invoice. Contracting Parties agree that in case the Customer enforces its claim for liquidated damages under a separate invoice, the Seller shall fully meet its obligation to pay the liquidated damages within 30 (thirty) calendar days from the date of issuance of the respective invoice.

XIV. Warranty

1. Seller represents that the Devices, the spare parts and the documents to be delivered to the Customer based on the Contract are accurate, of high professional quality, complete, and meet the requirements specified under the Contract and its Annexes. Seller represents and warrants that it performs its contractual obligations in the light of the purpose of the Contract and in accordance with the applicable laws, standards, and technical specifications. Seller warrants that the Devices and the spare parts are free from planning, manufacturing or material defects, and meet the expectations specified in Annex no. 1 of the Contract.
2. Seller represents and warrants that the performance of the Contract by the Seller and the use of the Devices by the Customer do not violate the rights of third parties. Seller expressly represents and warrants that there are no third party rights or claims concerning the subject of the Contract, which would in any way, impede, prevent, or delay the performance of its contractual obligations. Seller shall be obliged to directly indemnify, defend and hold harmless the Customer in terms of any and all costs, losses, expenses, claims or encumbrances that third parties wish to enforce against the Customer in connection with any damages or non-pecuniary harms caused in relation to the Contract.
3. Seller shall undertake a warranty regarding the Devices and the spare parts, in line with Article 6:171 of the Civil Code. The warranty shall expire as of lapse of ... (...) months following the day of signature of the performance certificate, with the provision that the warranty period for the background lighting (LED) of the Devices shall be ... (...) months (hereinafter collectively referred to as: the **Warranty Period**).

4. Should the Customer experience any defects during the Warranty Period, he shall notify the Seller in writing, within 30 (thirty) calendar days from becoming aware of the given defect. The Customer may notify the Seller of the defects occurred during the Warranty Period by the 30th (thirtieth) calendar day following the expiry of the Warranty Period. Within the framework of the warranty, the Customer shall have the right to enforce warranty claims with identical content as guaranteed under the statutory implied warranty rights. Paragraphs (2), (3) and (4) of Article 6:159 and Article 6:160 of the Civil Code shall be applied respectively regarding the warranty.
5. Seller shall ensure that the Devices operate without any problem during the period of the repair or replacement. If the repair or replacement period is expected to exceed 30 (thirty) calendar days (excluding transportation) from the date the defect is reported, the Seller shall provide the Customer, at Seller's own costs, with replacement parts for the period required for repairing or replacing the defective parts.
6. Should the Seller fail to commence the repairing of the notified defect within 10 (ten) working days following the respective notice, Customer shall have the right to take the measures required for repair of the defects, at the Seller's risk and costs, by simultaneously sending a written notice to the Seller, without prejudice to any of the rights ensured to the Customer under the Contract *vis-à-vis* the Seller.
7. In case of construction, type or serial defects, the Seller shall repair, modify or replace the materials, structures, units, accessories and components concerned, within the framework of the warranty obligations, including those parts as well, whereof failure has not yet occurred, however the risk or the tendency to become faulty/defective has been established for products of identical type or construction.
8. If the Devices, the spare parts or any part thereof cannot be operated during the Warranty Period in the way specified in the Contract and the Annexes thereto for reasons covered under the warranty obligations, the Warranty Period shall be extended with the period of suspension of operation.
9. The Warranty Period shall restart for any and all Devices and the spare parts repaired or replaced by the Seller under the warranty and for any and all replaced or repaired components of the defective Devices or spare parts.
10. Seller shall perform all obligations under its warranty obligations free of charge (among others the inspection, repair, replacement and necessary transportation of the Devices and the spare parts).

XV. Warranty Bond

1. Seller shall provide the Customer with a warranty bond – at least for a period of 30 (thirty) calendar days following the expiry of the general Warranty Period – valid from the day of issuance of the performance certificate, in the value of 5% of the Fee, in one of the following ways selected at the discretion of the Seller:
 - a) by providing an irrevocable and unconditional bank guarantee, or
 - b) by providing the Customer with a bond – providing for unconditional cash surety (first demand guarantee) – issued under an insurance contract, or
 - c) by transferring a security deposit of an equivalent amount to the bank account of the Customer.
2. Form of the warranty bond:

- a) If the Seller provides the warranty bond in the form of a bank guarantee, the bank guarantee shall include the following mandatory components:
- (i) Number of the letter of guarantee,
 - (ii) The subject of the Contract,
 - (iii) The name and registered seat of the Customer,
 - (iv) The name and registered seat of the Seller,
 - (v) The name and registered seat of the bank,
 - (vi) The amount of the warranty bond (denominated in EUR),
 - (vii) The unconditional and irrevocable undertaking of the bank to pay to the Customer any amount up to the amount of the relevant warranty bond upon receipt of the Customer's first written request and without examining the underlying legal transaction, if the Customer represents in the request that the amount claimed by the Customer became due and payable due to the violation of the contractual warranty obligations of the Seller,
 - (viii) The validity of the bank guarantee.

The bank guarantee shall be provided by a reputable bank, through SWIFT. The laws of Hungary must be the governing law for the bank guarantee relationship.

- b) If the Seller provides the warranty bond in the form of a bond – providing for unconditional cash surety (first demand guarantee) – issued under an insurance contract, the bond shall include the following mandatory components:
- (i) Number of the bond,
 - (ii) The subject of the Contract,
 - (iii) The name and registered seat of the Customer,
 - (iv) The name and registered seat of the Seller,
 - (v) The name and registered seat of the insurance company,
 - (vi) The amount of the warranty bond (denominated in EUR),
 - (vii) The unconditional and irrevocable undertaking of the insurance company to provide cash surety (first demand guarantee) up to the amount of the relevant warranty bond to the Customer upon receipt of the first written request and without examining the underlying legal transaction, if the Customer represents in the request that the amount claimed by the Customer became due and payable due to the violation of the contractual warranty obligations of the Seller,
 - (viii) The validity of the bond.

The surety shall be provided by a reputable insurance company, through SWIFT. The laws of Hungary must be the governing law for the bond and the surety relationship.

- c) If the Seller provides the warranty bond by bank transfer to the bank account of the Customer, the following details shall be indicated on the transfer order:
- (i) The subject of the Contract,
 - (ii) The name and registered seat of the Customer,

- (iii) The name and registered seat of the Seller,
- (iv) The amount of the warranty bond (denominated in EUR),
- (v) Reference to the fact that the transferred amount shall serve as warranty bond.

In case of providing the warranty bond via bank transfer, the amount of the bond shall be transferred in EUR to the bank account No. HU27 1030 0002 1045 9732 4882 0029 of the Customer held at Magyar Külkereskedelmi Bank (SWIFT: MKKBHUHB).

3. Seller shall ensure that the value of the warranty bond will be kept at 5% of the Fee at all times during the Warranty Period and an additional period of 30 (thirty) calendar days. If the Customer makes use of the warranty bond, the Seller shall top up the reduced warranty bond to 5% of the Fee within 5 (five) working days following the use of the warranty bond by the Customer. In case of violation of the obligations of the Seller stipulated in this Section, the Customer shall be entitled to claim any and all arising damages from the Seller.
4. The warranty bond secures the performance of the warranty obligations of the Seller.
5. If the Customer, in its view, is entitled to enforce any claim against the warranty bond, it shall notify the Seller accordingly in writing via registered mail with return receipt, specifying the Seller's warranty obligation the claim is based on, and shall request the Seller to remedy the violation of its corresponding warranty obligation. The Customer shall be entitled to withdraw the bond, if the Seller fails to remedy the violation of its warranty obligation within 5 (five) working days after receipt of the notice, or if the Seller fails to make the necessary arrangements to the satisfaction of the Customer.

XVI. Term of the Contract

1. The Contract shall enter into force on the day of its due signature by the Contracting Parties and shall remain in force until all the contractual obligations of the Contracting Parties are fully met.
2. Either Contracting Party has the right to rescind the Contract with immediate effect in writing, or to terminate the Contract with immediate effect or by applying a notice period according to its own discretion, in the event of a material breach of contract by the other Contracting Party, if – after receiving written notification specifying the breach of contract in detail and the deadline for remedying such breach (provided that it can be remedied) – the breaching party fails to remedy the breach of contract within such appropriate deadline defined in the notice. Contracting Parties agree that it shall be considered as material breach of contract (in particular but not limited to), if the Seller fails to perform any of its contractual obligations within the reasonable additional deadline granted by the Customer. If the Customer rescinds or terminates the Contract in accordance with this Section, it may claim liquidated damages for frustration of contract from the Seller.
3. If the Customer terminates or rescinds the Contract, the Customer shall be entitled to acquire the Devices and spare parts and components thereof which have not been delivered or the services which have not been provided – or similar items or services – under the conditions and in the manner specified at its own discretion.

XVII. Amendment of the Contract

The Contract can only be amended in writing, subject to the conditions stipulated under Article 132 of the Public Procurement Act, with mutual agreement of the Contracting Parties.

XVIII. Governing Law

1. All provisions of the Contract shall be interpreted and construed in accordance with the laws of Hungary. The laws of Hungary shall apply to the entire Contract, with the exclusion of the rules of private international law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN CISG) is hereby excluded in terms of the Contract.

XIX. Dispute Resolution

1. Any dispute or claim under or arising out of the Contract shall be settled by means of negotiations by the Contracting Parties.
2. If no resolution is achieved by the Customer and the Seller within 30 (thirty) calendar days from the starting of direct negotiations concerning any dispute under or arising out of this Contract, the case shall be submitted for final judgement to the court having competence and jurisdiction in accordance with the effective laws.

XX. Closing Provisions

1. If either of the Contracting Parties does not exercise any of its rights stipulated in this Contract, this fact shall not be construed as waiver of that right or that it would not be entitled to exercise that right on one or several occasions in the future.
2. Contracting Parties record that for the purpose of the Contract, working days shall mean the days that are working days in the countries of the registered seat of both Contracting Parties.
3. Seller acknowledges that the persons working under this Contract will be screened by the authorities authorized in accordance with Government Decree no. 169/2010 (V. 11.) *on the Rules Regarding the Protection of Civil Air Traffic and Establishing the Jurisdiction, Responsibilities and Operating Rules of the Air Traffic Security Committee*. Seller acknowledges that the persons not meeting the security requirements stipulated in the Government Decree shall not be allowed to enter the registered seat and other premises of the Customer. Seller shall replace the persons concerned at its own cost. Any failure to perform the obligations stipulated in the Contract fully and in due time due to the provisions stipulated in this Section shall be regarded as having occurred for reasons attributable to the Seller and the Seller shall be liable for any and all damages arising from such failure.
4. The following Annexes shall form inseparable part of the Contract and shall be interpreted and handled as integral parts of the Contract.

Annex no. 1: Invitation to tender and documentation

Annex no. 2: Bid

In case of any discrepancy between the Contract and the Annexes, the provisions of the Contract shall prevail.

5. This Contract has been prepared in 2 (two) English copies.
6. Having read and interpreted this Contract, the Contracting Parties signed it as fully concordant with their intentions.