

## CONTRACT FOR SERVICES

concluded by and between

**HungaroControl Pte Ltd Co.**

Registered seat: 1185 Budapest, Igló u. 33-35., Hungary  
Tax number: 13851325-2-44  
EU VAT number: HU 13851325  
Company reg. number: 01-10-045570  
Represented by: Barnabás KIS, Chief Technology Officer and  
Gyula HANGYÁL, Director of ATM

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

and

**Pildo Consulting S.L. (Pildo Labs)**

Registered office: C/Marie Curie 8-14. 08042. Barcelona. Spain.  
VAT number: ES B50877661  
Company registration number: Trade Register of Barcelona. Book 36228 Page 162 Sheet B-281565. Inscription No.3  
Bank account number (IBAN): ES20 0081 5224 4800 0106 8717  
SWIFT: BSABESBB  
Represented by: Santiago Soley Rimblas

as service provider, hereinafter referred to as: **Service Provider**

Customer and Service Provider hereinafter collectively referred to as the **Contracting Parties**, on the date and at the place indicated below, under the following terms and conditions.

### 1. SUBJECT OF THE CONTRACT

- 1.1. The bid submitted by the Service Provider to the procurement procedure initiated by the Customer in the subject of "Provision of Ground and Flight Validation Services" was the winning offer, on the basis of which the Contracting Parties enter into this Contract (hereinafter referred to as the **Contract**).
- 1.2. The Service Provider shall provide validation services for the procedures designed for 10 Hungarian airports within the framework of 'Implementation of PBN procedures in Hungary' project.

The **ground validation activity** shall contain the following:

- Conduct inventory and review the IFP package
- Confirm correct application of PANS-OPS criteria, Volume II., this shall be achieved by assessing and recalculating every single element (including obstacle assessment) of the procedure design.
- Verify mitigations for deviations from procedure design criteria
- Verify that a draft chart is provided and is correct
- Evaluate ARINC 424 data and coding
- Evaluate FAS data block

- Fill in the checklist provided by the Customer and attached for your information hereto as Annex No. 1. (The checklist may be updated from time to time in line with the applicable ICAO rules.)

The Service Provider shall provide a report about the entire ground validation activity.

The **flight validation activity** for the procedures shall contain:

- Procedure codification in digital format (AIXM 5.0, AIXM 5.1 subset formats)
- Revision of procedure flyability, obstacle and terrain verification and aerodrome infrastructure assessment, in line with ICAO 9906 vol.5
- Data coding check, in line with ICAO 9906 vol.5
- Installation of flight validation platform
- Flight evaluation, including flight path analysis, flight information (e.g. altitude, ground speed, etc.), SBAS performances (e.g. Protection Levels) and spectrum analysis

The Service Provider shall provide a report about the entire flight validation activity. The flight validation activities have to be carried out at the regional airports for which the procedures are designed, namely Békéscsaba, Debrecen, Győr, Kecskemét, Nyíregyháza, Pécs, Pápa, Sármellék, Szeged, Szolnok, on-board the aircraft contracted by the Customer. If required, any data coding cost on the aircraft FMS shall also be contracted by the Customer.

- 1.3. The Customer shall pay the price specified in Section 3 of the Contract, under the terms and conditions specified in Section 4.

## **2. DURATION OF THE CONTRACT AND DELIVERY**

- 2.1. This Contract shall enter into force on the day of its execution by both Contracting Parties.
- 2.2. The Contract shall remain in force until all the contractual obligations of the Contracting Parties are fully met.
- 2.3. The Service Provider shall fulfil 6 Ground Validations and 5 Flight Validations in 2018. Customer shall deliver first four (4) IFP packages before 31<sup>st</sup> of August 2018 and a second set of two (2) IFP packages not later than 15<sup>th</sup> of October 2018.
- 2.4. The rest of the tasks shall be performed in 2019 but for ground validation not later than 31/03/2019 and for flight validations not later than 30/05/2019. Customer shall deliver last set of four (4) IFP packages not later than 15<sup>th</sup> of February 2019.
- 2.5. The Service Provider shall be obliged to deliver the necessary reports and checklists within the agreed deadlines, at its own costs. The Customer shall be obliged to deliver the IFP packages in the agreed deadlines.
- 2.6. In the event of any milestone is delayed due to a delay with the Customer, the Contractor shall be granted with an extension of time according to the delay of the Customer.
- 2.7. All deliverables shall be delivered to Rita.Markovits-Somogyi@hungarocontrol.hu e-mail address. The flight validation is to be carried out at the airports to which the procedures have been designed (see Section 1.2. and Technical specification).

## **3. CONSIDERATION PAYABLE FOR THE CONTRACT**

- 3.1. The maximum amount payable as a consideration for the performance of the Service Provider's obligations specified under this Contract shall be **net EUR 119.989** in words: **one hundred nineteen thousand nine hundred eighty-nine euro**. The Fee, among others, shall include the fee

for all costs and expenses (in particular but not limited to the cost of accommodation, travel, daily allowance, etc.) arising on the part of the Service Provider in connection with performance of the Contract. The Parties declare that the fee for 1 (one) Ground Validation shall be EUR **4.599,50** (in words: four thousand five hundred ninety-nine euro and fifty cents), and the fee for 1 (one) Flight Validation shall be EUR **7.399,40** (in words: seven thousand three hundred ninety-nine euro and forty cents). All type of fees hereinafter referred to as: **Fee**.

- 3.2. Service Provider shall have the right to issue the invoice(s) for the Customer only following the receipt of the express written declarations issued by the Customer regarding the acceptance of a ground validation or flight validation report.
- 3.3. The Service Provider declares that it has ascertained that all fees stipulated in this Contract are appropriate and represent sufficient cover to perform all the Service Provider's obligations stipulated under this 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 Service Provider following entry into force of the Contract arising due to any possible exchange rate fluctuations.
- 3.4. The Fee may not be increased during the term of this Contract.
- 3.5. 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 Service Provider as of the effective date of this Contract. The VAT payable in Hungary shall be paid by the Customer in addition to the Fee, in line with the currently effective legal regulations.

#### **4. TERMS OF PAYMENT**

- 4.1. The respective Fee shall be paid to the Service Provider upon completion of its obligations relating to a Ground Validation or a Flight Validation under this Contract. Service Provider shall have the right to issue the invoice towards the Customer only following the receipt of the express written declaration issued by the Customer regarding the acceptance of the Service Provider's contractual performance in relation with the said tasks.
- 4.2. Service Provider acknowledges that the Customer shall not pay the consideration stipulated herein 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.
- 4.3. The invoices shall be sent to the Financial and Accounting Department of the Customer, in registered mail with return receipt, in one original and one duplicate copy. Electronic invoices may be sent to the [postazo@hungarocontrol.hu](mailto:postazo@hungarocontrol.hu) e-mail address. The invoices shall contain the contract number of this Contract (HC-2018-8181) and the purchase order number indicated in the certification of performance by the Customer.
- 4.4. In the event an invoice cannot be entered into the financial books or cannot be accepted due to the absence of any criteria required by law or otherwise, the Customer may return the given invoice to the Service Provider. In such case the deadline for payment shall commence as of the receipt of the duly corrected invoice.
- 4.5. The Fee shall be paid via bank transfer within 30 (thirty) calendar days of receipt thereof.
- 4.6. In case of the Customer's late payment, the Service Provider shall be entitled to charge the default interest determined in Article 6:155 of Act V of 2013 on the Hungarian Civil Code.

#### **5. OBLIGATIONS OF THE CONTRACTING PARTIES**

- 5.1. The 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.
- 5.2. 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.

- 5.3. The 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.
- 5.4. The 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.
- 5.5. The Contracting Parties agree not to exercise their rights hereunder in a manner that is in any way incompatible with this Contract.
- 5.6. The Contracting Parties agree to comply with all relevant legal requirements in the course of the performance of the Contract.
- 5.7. The Contracting Parties shall cooperate with each other, within 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. The Contracting Parties undertake to notify each other immediately about any and all obstacles or circumstances that could result or justify any amendment to the Contract. Regardless of the impediment or the obstacle, the Service Provider shall remain fully liable for its contractual performance. The Customer shall be obliged to notify the Service Provider as soon as possible of any foreseeable delays in performance of its own obligations that may have an impact on the Service Provider's performance as per the Contract in order to ensure that the Service Provider can make the necessary measures to reduce its costs caused by the delay.
- 5.8. The Contracting Parties shall notify each other without delay of any material changes to their company data – including their registered seat, postal address, phone number, fax number, bank account number, data of the contact person, bankruptcy proceeding, initiation or final order of a voluntary dissolution or liquidation proceeding – however not later than within 72 (seventy two) hours from the occurrence of such changes.
- 5.9. The existence and content of the Contract, as well as all the data related to the Contract or obtained by the Customer and the Service Provider regarding each other in connection with the Contract, shall be confidential and constitute business secret. The Service Provider 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 especially all radar data, 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 on the respective party subject to that obligation even after the termination of the Contract. Should any of the Contracting Parties breach its obligation of confidentiality and thereby cause any damage to the other party, it shall be obliged to compensate such damage.
- 5.10. The Service Provider shall fully perform its contractual obligations in conformity with the provisions of the Contract. The Service Provider shall perform its obligations in due time, in the required and perfect quality, always in cooperation with the Customer.

## 6. CONTACT PERSONS

6.1. The Contracting Parties appoint the below persons as their primary contact persons:

- a. The person authorised to verify performance on behalf of the Customer:

Name: Gábor Bajkó  
Phone: +36-1-293-4110  
E-mail: [gabor.bajko@hungarocontrol.hu](mailto:gabor.bajko@hungarocontrol.hu)

Contact person for the Customer:

Name: Rita Markovits-Somogyi  
Phone: +36-1-293-5470  
Mobile: +36205367145  
E-mail: [somogyi.rita@hungarocontrol.hu](mailto:somogyi.rita@hungarocontrol.hu)

b. Contact person for the Service Provider:

Name: Marc Torres, position: Manager  
Phone: +34 931828840  
Fax: +34 932917750  
Mobile: +34 626226214  
E-mail: [marc.torres@pildo.com](mailto:marc.torres@pildo.com)

The Contracting Parties shall have the right to appoint any other contact person with due written notification thereof sent to the other party, and such change shall not be considered as an amendment to this Contract. If, based on the well-grounded written opinion of the Customer, the representative of the Service Provider 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 representative of the Service Provider or his/her replacement, with a written statement sent to the Service Provider.

- 6.2. The language used for contact purposes shall be the English language.
- 6.3. The 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 confirmation of 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.
- 6.4. 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. For the purpose of this Section, working days shall mean days that are working days in the respective countries of the registered seat of the Contracting Parties.
- 6.5. Notices sent via registered mail with confirmation of 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 fifth working day following the attempted postal delivery, if the service was unsuccessful because the addressee did not take receipt of the delivery (it was returned as „uncollected”).

## 7. FORCE MAJEURE

- 7.1. The Contracting Parties shall not be held responsible for any consequence for which they can show that they were unable to meet their obligations by the respective deadlines due to a force majeure event. Those events shall be considered as force majeure, which were unforeseeable and unavoidable in spite of having taken all due care by the Contracting Parties.
- 7.2. In case of a force majeure event, the respective performance deadline shall be extended with the period of the force majeure event, however for a maximum of 60 (sixty) calendar days. If this deadline expires, the Contracting Parties shall agree on the additional measures to be taken. If the consultation of the Contracting Parties remains unsuccessful after 30 (thirty) calendar days, either party may cancel this Contract by a unilateral declaration.
- 7.3. If a force majeure event occurs, the party unable to fulfil its obligations shall notify the other party without delay concerning the occurrence of the force majeure event and its expected duration. The Contracting Parties shall also notify each other about any situation that may lead to a force majeure event after becoming aware of such a situation.
- 7.4. The responsibility of the Contracting Parties shall not be affected in respect of the performance elements, which do not fall under the above provisions, even if the performance becomes particularly difficult – but not impossible – for reasons of extreme or unforeseeable events.

## **8. PENALTY**

- 8.1. If the Service Provider fails to meet any deadline specified in the Contract for any reason attributable to it, the Customer – in addition to exercising its rights arising under this Contract and the applicable laws for breach of contract by the other party – shall be entitled to claim late penalty (default penalty). The amount of the late penalty shall be 0.5% of the Fee concerned for each day of delay. The amount of the late penalty shall not exceed 10% of the Fee concerned. If the Service Provider is late in performing any of its obligations, it shall, after consulting the Customer, but no later than within 2 (two) workdays of the expiry of the deadline concerned, undertake to meet an extended deadline. The setting of an extended deadline shall not exempt the Service Provider from the obligation to pay the late penalty. The late penalty shall become due if the delay is eliminated or the amount of the late penalty reaches its maximum.
- 8.2. If the Service Provider fulfils any of its obligations under this Contract in a non-contractual way (defective performance), and the Customer accepts the performance in this form, the Service Provider shall be obliged to pay 20% of the Fee concerned to the Customer as defective performance penalty.
- 8.3. If performance of the Service Provider becomes frustrated due to a reason attributable to the Service Provider, the Service Provider shall pay liquidated damages for frustration of contract, the amount of which shall be 30% of the Fee concerned. The performance of the Contract shall be regarded as frustrated for reasons attributable to the Service Provider, if:
  - a. the Service Provider refuses to perform without due cause, or
  - b. the Service Provider fails to perform its obligations in a contractual manner even by the extended deadline undertaken due to late performance, or
  - c. the Service Provider fails to perform its obligations by the reasonable deadline set by the Customer for repairing the defect, or
  - d. performance is frustrated due to any reason within the control of the Service Provider.
- 8.4. The Customer may also claim penalty if incurring no loss.
- 8.5. The Customer reserves the right to withhold the amount of penalty from the amount of any respective invoice issued by the Service Provider. The Customer may also enforce its claim for penalty against the Service Provider in a separate invoice. The Contracting Parties agree that in case the Customer enforces its claim for penalty in a separate invoice, the Service Provider shall

fully meet its obligation to pay the penalty within 30 (thirty) calendar days of the date of such obligation becoming due.

## 9. TERMINATION OF THE CONTRACT

- 9.1. If performance of this Contract becomes impossible for any reason not attributable to either of the Contracting Parties, the Contract shall be terminated. In such event, the Service Provider shall notify the Customer without delay and shall be liable for any damage caused by delayed or failed notification.
- 9.2. In the event of a material breach of contract by the Service Provider, the Customer may cancel this Contract with immediate effect by sending a written notification to the Service Provider, may terminate this Contract with immediate effect or by sending a notice at its discretion, if – after receiving the Customer’s notification specifying the breach of contract in detail and the deadline for remedying breach – the Service Provider fails to remedy the breach of contract within such deadline (if applicable). The Contracting Parties agree that – in particular but not limited to – the following cases shall be considered as material breach of contract:
- a. The Service Provider fails to perform any of its contractual obligations by the contractual deadline or by the reasonable extension (secondary deadline) allowed by the Customer; or
  - b. The Service Provider’s default for any reason attributable to the Service Provider exceeds 20 (twenty) calendar days; or
  - c. in case of any other material or substantial breach of contract by the Service Provider.
- If the Customer cancels or terminates this Contract in accordance with this Section, it may claim liquidated damages for frustration of contract from the Contractor. Service Provider shall be liable for the damages caused to the Customer, including any extra costs possibly incurred.

## 10. GOVERNING LAW

- 10.1. All provisions of this 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.

## 11. DISPUTE RESOLUTION

- 11.1. Any dispute or claim under or arising out of this Contract shall be settled by means of negotiations by the Contracting Parties.
- 11.2. If resolution is not achieved by the Customer and the Service Provider 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 Hungarian court having competence and jurisdiction in accordance with the effective laws of Hungary.

## 12. MISCELLANEOUS PROVISIONS

- 12.1. 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.
- 12.2. All amendments to the Contract shall only be valid in writing on the basis of the mutual agreement of the Contracting Parties.
- 12.3. If any of the provisions of the Contract becomes invalid or unenforceable, all other provisions of this Contract shall remain in force. In such event, the Contracting Parties shall mutually accept new provisions best reflecting their original intentions.

12.4. The Service Provider acknowledges that the persons working at the installation site 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*. The Service Provider shall provide the Customer with the below data of its employees, representatives, agents working at the registered seat or sites of the Customer 5 (five) calendar days prior to entering the worksite at the latest: name, date of birth, passport number. The Contractor acknowledges that the persons who fail to meet the security requirements shall not be entitled to work under this Contract at the registered seat or sites of the Customer. The Service Provider shall replace the persons concerned at its own cost. Any failure to perform the obligations stipulated herein fully and in due time due to the provisions stipulated in this Section shall be regarded as having occurred for reasons attributable to the Service Provider, and the Service Provider shall be liable for any and all damages arising from such failure.

12.5. This Contract and its Annexes constitute the entire agreement between the Contracting Parties. The following Annexes form inseparable and integral parts of the Contract:




Annex no. 1: Checklist

Annex no. 2: Offer submitted by the Service Provider;



In case of any discrepancy between the Contract and its Annexes, the provisions of the Contract shall prevail. In case of any interpretation issues or discrepancy between the Annexes, the provisions of the Annex having the lower identification number shall prevail.

12.6. Having read and interpreted this Contract, the Contracting Parties signed it in 2 (two) English language original copies approvingly, as the true representation of their contractual will.

Budapest,

 Barnabás KIS <i>09/07/2018</i> Chief Technology Officer  <b>HungaroControl</b> 1185 Budapest, Igló u. 33-35. Directorate of Technology	HungaroControl Pte Ltd Co. Customer	 Gyula HANGYÁL <i>09/07/2018</i> Director of ATM  <b>HungaroControl Pte. Ltd. Co.</b> H-1185 Budapest, Igló u. 33-35. ATM Director
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Place and date:

 <i>24/07/2018</i> Santiago Soley Rimblas CEO Service Provider	 <b>Pildo Labs</b> <i>c/ maria stufas 10, 41012 santiago de compostela, españa</i> <i>Pildo Control</i>
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## P6: Validate Procedure (Quality Reviewer (IFPD))

Annex No. 1

<u>Step</u>	<u>Action</u>	<u>Record</u>
<b>P6.1 Review the Designed Procedure.</b>		
The procedure designer has designed a procedure that is ready to be validated.		
P6.1.1	Enter the procedure design into the independent validation tool.	<input type="checkbox"/>
P6.1.2	Review the procedure to ensure that it meets its design concept?	<input type="checkbox"/> Yes - Go to P6.1.4 <input type="checkbox"/> No - Go to P6.1.10
P6.1.4	Generate a report of the compliance of the procedure design to the criteria.	<input type="checkbox"/>
P6.1.5	Assess the report to determine if any issues exist.	<input type="checkbox"/>
P6.1.6	Have the criteria been met?	<input type="checkbox"/> Yes - Go to P6.1.7 <input type="checkbox"/> No - Go to P6.1.10
P6.1.7	Determine whether issues are identified with the mitigations related to the procedure?	<input type="checkbox"/> Yes - Go to P6.1.10 <input type="checkbox"/> No - Go to P6.1.9
P6.1.9	Record that the procedure design has passed validation.	<input type="checkbox"/> Go to P6.2.1 (Procedure Designer)
P6.1.10	Record that the procedure design has failed internal validation.	<input type="checkbox"/>
P6.1.11	Record the issues that have been found during internal validation.	<input type="checkbox"/> Go to P6.2.1 (Procedure Designer)

Performed by:

Date:

Time:





## CALL FOR TENDER

HungaroControl Hungarian Air Navigation Services Private Limited Company (hereinafter referred to as HungaroControl Pte. Ltd. Co., or The Contracting Authority) (1185 Budapest, Igló u. 33-35., Hungary) is initiating a procurement procedure with the following subject:

### **„PBN4HU Ground Validation and Flight Validation”**

We hereby kindly ask you to submit an offer for the delivery of the data defined in the subject of the present Call for Tender as follows.

#### **1. Technical description, quality and performance requirements**

Technical specification has been attached as Appendix 3.

**2. Time limit for delivery:** The Service Provider shall fulfil 6 Ground Validations and 5 Flight Validations in 2018. The rest of the tasks shall be performed in 2019 but for ground validation not later than 30/06/2019 and for flight validations not later than 30/08/2019.

**3. Place of delivery:** via e-mail to [Rita.Markovits-Somogyi@hungarocontrol.hu](mailto:Rita.Markovits-Somogyi@hungarocontrol.hu). The flight validation is to be carried out at the airports to which the procedures have been designed (see Technical specification).

#### **4. The scheduled date of the conclusion of the contract**

Within 30 days after the announcement of the winner of the present Tender.

#### **5. Requirements concerning the offer price:**

- The offer price shall be a fixed price. Tenderer shall not, in any form or circumstances make a proposal containing an alterable offer price.
- The given net price shall include all additional costs and expenses, regardless of their form or source, i.e. customs duties, or any other fees or dues shall be included in the net price.
- The offer price may not be increased in any way after making the bid.
- The offer price shall include all the costs that are necessary for the responsible implementation of the subject of the offer, and which are necessary to comply with the requirements laid down in the present Call for Tender.
- All the figures specified in the offer shall be shown in EUR for the easy comparison of offers. The fee in the agreement will be defined in EUR.
- The Contracting Authority will not make any advance payment at the time of signing the contract or before the fulfillment of the Supplier. Tenderers may not make offers requesting advance payment. By the term “advance payment” the Contracting Authority means any request for payment that is made without the Contracting Authority receiving the specified documents, data or statistics in an acknowledged way. Only bank transfer is accepted as the method of payment in the offers, no other mode of payment shall be accepted by the Contracting Authority.
- The Contracting Authority will settle the invoice through bank transfer within 30 days calculated from the receipt of the invoice.

HungaroControl Pte. Ltd. Co. will sign a service agreement with the winner of the Tender.



**6. Time limit for submitting the offers:**

Final deadline for submitting offers: 16:00 PM Central European Time, May 31<sup>st</sup>, 2018

**7. Submission of offers**

Offers shall be submitted in an electronic format to the following e-mail addresses:

mark.varadi@hungarocontrol.hu

rita.markovits-somogyi@hungarocontrol.hu

**8. Other conditions set by the Contracting Authority:**

- Tenderers shall make their offers using the attached declaration and fiche. These documents shall be attached to the offer.
- The received offers shall not impose any obligation on the Contracting Authority. The Contracting Authority reserves the right to reject any or all received offers without explanation, even if the offer is compliant in all aspects with the Call for Tender issued by the Contracting Authority. The Present Call for Tender shall not impose any obligations on the Contracting Authority. Tenderers are not entitled to make any claims on the basis of the present Call for Tender.
- The Contracting Authority does not oblige itself to accept the offer with the lowest price or any other offer, or to pay for any expenses incurred in the course of preparing the offer.
- HungaroControl Pte. Ltd. Co. reserves the right to withdraw from concluding the above mentioned agreement any time without an explanation. The present Call for Tender does not create any obligation for HungaroControl Pte. Ltd. Co. to enter into an agreement or a contractual relationship with any of the tenderers.

**9. The language of the procedure: English**

Budapest, May 15<sup>th</sup>, 2018

### Tenderer's Declaration

After having examined them, we hereby declare that we accept the conditions set out in your Call for Tenders. Thus we hereby submit our offer in compliance with these conditions in the subject of

#### **"PBN4HU Ground Validation and Flight Validation"**

, initiated by **HungaroControl Hungarian Air Navigation Services Public Limited Company** (1185 Budapest, Igló u. 33-35., Hungary).

Our price offer is for the complete execution of the task and all the related expenses.

In case our offer is accepted we undertake to perform the task specified in the Call for Tenders and our performance shall be in compliance with the specifications of the Call for Tenders.

We acknowledge the fact that we are entitled to use the information contained in the documentation solely for the purposes of this tender, using it for any other purpose is prohibited.

We declare that the contents of all the documents constituting the present offer are true, and we take responsibility for this content.

We maintain our tender for a period of 120 days following the tendering deadline, it shall be obligatory for us during this period, and it may be accepted at any time before the end of this period.

Date: 28 May 2018



Santiago SOLEY (PildoLabs CEO)

Appendix 2

**Fiche**

**„PBN4HU Ground Validation and Flight Validation”**

Name of Tenderer:	<b>PILDO CONSULTING S.L (PILDO LABS)</b>
Seat of Tenderer:	Barcelona (Spain)
Registration number of Tenderer:	Tomo 36228, Folio 162, Hoja B-281565. Inscripción 3era
VAT number of Tenderer:	B-50877661
Bank account number of Tenderer:	ES20 00815224480001068717 BIC/Swift code: BSABESBB
Name of Contact Person:	Marc Torres
Address of Contact Person:	Marie Curie 8-14, 08042, Barcelona (Spain)
Telephone Number of Contact Person:	+34-93.182.88.40
Fax Number of Contact Person:	+34-93.291.88.51
E-mail Address of Contact Person:	<u><a href="mailto:Marc.torres@pildo.com">Marc.torres@pildo.com</a></u>

Tenderer undertakes to perform the contract as follows:

<b>Tender Criteria</b>	<b>Offered value (net EUR)</b>
Ground Validation Price (net/ EUR)	<b>45.995 EUR</b>
Flight Validation Price (net/ EUR)	<b>73.994 EUR</b>
<b>TOTAL Price (net/ EUR)</b>	<b>119.989 EUR</b>

Date: 28 May 2018



Santiago SOLEY (PildoLabs CEO)

**TECHNICAL SPECIFICATIONS****PROVISION OF GROUND VALIDATION SERVICES**

Within the scope of the contract, Supplier is to provide ground validation services for the procedures designed for 10 Hungarian airports within the framework of 'Implementation of PBN procedures in Hungary' project.

The ground validation activity shall contain the following:

- Conduct inventory and review the IFP package
- Confirm correct application of PANS-OPS criteria, Volume II., this shall be achieved by assessing and recalculating every single element (including obstacle assessment) of the procedure design.
- Verify mitigations for deviations from procedure design criteria
- Verify that a draft chart is provided and is correct
- Evaluate ARINC 424 data and coding
- Evaluate FAS data block
- Fill in the checklist provided by HungaroControl

The company shall provide a report about the entire ground validation activity.

**PROVISION OF FLIGHT VALIDATION SERVICES**

The flight validation activity for the procedures shall contain:

- Procedure codification in digital format (AIXM 5.0, AIXM 5.1 subset formats)
- Revision of procedure flyability, obstacle and terrain verification and aerodrome infrastructure assessment, in line with ICAO 9906 vol.5
- Data coding check, in line with ICAO 9906 vol.5
- Installation of flight validation platform
- Flight evaluation, including flight path analysis, flight information (e.g. altitude, ground speed,...), SBAS performances (e.g. Protection Levels) and spectrum analysis

The company shall provide a report about the entire flight validation activity.

The flight validation activities have to be carried out at the regional airports for which the procedures are designed, namely Békéscsaba, Debrecen, Győr, Kecskemét, Nyíregyháza, Pécs, Pápa, Sármellék, Szeged, Szolnok, on-board the aircraft contracted by HungaroControl.



