

ANNEX 1.

Szolgáltatásra ir... - 411620-2011

31/12/2011 S252 Member states - Service contract - Contract notice - Negotiated procedure  
 E.U.I.E.IV.VI.

**HU-Budapest: project-management services other than for construction work**

2011/S 252-411620

Contract notice

Services

Directive 2004/18/EC

**Section I: Contracting authority**

**I.1) Name, addresses and contact point(s)**

HungaroControl Zrt.  
 Igó u. 33-35.  
 Contact point(s): HunramControl Zrt.  
 For the attention of:

Telephone:

E-mail: :

Fax: +6

Internet:

General address of the contracting authority: [www.hungaroccontrol.hu](http://www.hungaroccontrol.hu)

Further information can be obtained from:

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from: Sztérényi Ügyvédi Iroda  
 Fő u. 14-18.

Contact point(s):

Tenders or requests to participate must be sent to: Sztérényi Ügyvédi Iroda

Fő u. 14-18.

Contact point(s): Sztérényi Ügyvédi Iroda

**I.2) Type of the contracting authority**

Other: Kbt. 22.§ (1) bek. i) pont

**I.3) Main activity**

Other: air traffic services

**I.4) Contract award on behalf of other contracting authorities**

The contracting authority is purchasing on behalf of other contracting authorities: yes

**Section II: Object of the contract**

**II.1) Description**

**II.1.1) Title attributed to the contract by the contracting authority:**

Project management services supporting the implementation of FAB CE project.

**II.1.2) Type of contract and location of works, place of delivery or of performance**

Services

Service category No 11: Management consulting services [6] and related services

Main site or location of works, place of delivery or of performance: Budapest.

NUTS code HU101

**II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS)**

The notice involves a public contract

**II.1.4) Information on framework agreement**

**II.1.5) Short description of the contract or purchase(s)**

Service contract for project management services supporting the implementation of FAB CE project, as defined in the documentation.

**II.1.6) Common procurement vocabulary (CPV)**

79421000

**II.1.7) Information about Government Procurement Agreement (GPA)**

The contract is covered by the Government Procurement Agreement (GPA): yes

**II.1.8) Lots**

This contract is divided into lots: no

**II.1.9) Information about variants**

Variants will be accepted: no

**II.2) Quantity or scope of the contract**

**II.2.1) Total quantity or scope:**

Providing project management services by establishing program support offices with at least 7 experts as defined in the tender documentation for the whole period of the FAB CE project.

A. Project/ program management support

The PSO project management experts should assist the FABCE program manager, the project leaders and the various FABCE committees in:

- project management expert pool of at least 4 experts, max. 840 mandays for a calendar year,
- Administrative pool of at least 3 experts, max. 525 mandays for a calendar year,
- 50 missions located in FAB CE member states.

The contract shall be effective until 31.12.2012, with an option to be extended by 12+12+12 months.

In this case the quantity of the contract shall be 80 % of the aforementioned quantities with the possibility of extension by 50 %.

In case of extension the sharing key among the Consortium members could be modified according to their agreement.

The experts shall provide support for the FAB CE program manager, project leaders and the different FAB CE bodies as follows:

A. Project management expertise

- Review the budget estimate for 2012,
- Drafting the detailed yearly budget of the following year(s),
- Day to day execution of the program and project activities as requested in written form by program manager and project leaders,
- Allocation of resources within the budget,
- Support the Program and Project activities in reviewing/following/updating the PgMP/SAP semi-annually and the PMPs,
- Support the FABCE program and projects by developing and implementing appropriate project support best practices and tools for the project planning and monitoring,
- Participate, as needed, in the meetings of the relevant FABCE program or project bodies,
- Support the activities resulting from the review of the monthly progress reports from the various FABCE projects,
- Participate in the execution of other responsibilities as assigned by relevant program or project bodies,
- Follow up action items,
- Review of the TORs of the program bodies and proposing updates if needed.

B. Administrative support

- Support organization of the meetings within FABCE program, including:
- distribution of the invitation and drafting the agenda (10 days before the meeting),
- taking notes/minutes and conclusions of the meetings (distributing within 10 days after the meeting),
- Support project managers in drafting the program documentation,
- Support to the program and project managers in applying project processes, e.g:
- Project configuration management,
- Common repository management,
- Document management and quality control,
- Maintain project records (tracking of effort & progress),
- Administration, processing and formatting of the FABCE documents,
- Support the PM and project managers in tracking and follow up of action items,
- Develop and maintain the calendar of the program meetings.

**II.2.2) Information about options**

Options: yes

Description of these options: The contracting authority shall be entitled to extend the contract for another 12+12+12 months - starting from January 1 of the following calendar year - by calling the option. The declaration to call such option shall be sent each year at latest by 1 of November.

The daily rate of project manager experts, assistants and unit rate of missions shall be linked to the HICP of the European Union published on Eurostat web page.

**II.2.3) Information about renewals**

This contract is subject to renewal: yes

Number of possible renewals: Range: between 1 and 3

**II.3) Duration of the contract or time limit for completion**

Completion 31.12.2012

**Section III: Legal, economic, financial and technical information**

**III.1) Conditions relating to the contract**

**III.1.1) Deposits and guarantees required:**

Penalty for delay of performance:

- a) 10 percent of the service provider's average daily rate for each of the first 10 calendar days of delay and
- b) 20 percent of the service provider's average daily rate for every additional day of delay, but not exceeding 10 percent of the cap fee for all man days and missions for year 2012 pursuant to section IX.1 of service agreement.

Penalty for non-conformance of the performance:

- a) 10 percent of the service provider's average daily rate for each of the first 10 calendar days of delay and
- b) 20 percent of the service provider's average daily rate for every additional day of delay, but not exceeding 5 percent of the cap fee for all man days and Missions for year 2012 pursuant to section IX.1 of service agreement

Penalty for the frustration of the performance:

10 % of the cap fee for all man days and missions for year 2012 pursuant to section IX.1 of service agreement

Detailed description in the documentation.

**III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:**

The contract is financed by TEN-T program no. 2010-EU-40106 upon the decision of the Commission of the European Union.

The itemized settlement of the fees shall be based on the daily rate of project manager experts, assistants and unit rate of missions, according to the schedule defined in the tender documentation.

The disbursement of the remuneration of duly completed services shall be completed in accordance with paragraph 305 of PPA, in the following proportions:

Hungaroprocontrol Zrt. 31,0740 %,

Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung 36,3843 %.

Rizent letového provozu České republiky, státní podnik 32,5417 %.

The documentation necessary to issue the completion certificate shall be sent directly to the members of the consortium and to the program manager, the invoices shall be sent directly to the members of the consortium.

III.1.3) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**

III.1.4) **Other particular conditions**

The performance of the contract is subject to particular conditions: no

III.2) **Conditions for participation**

III.2.1) **Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers**

Information and formalities necessary for evaluating if the requirements are met: The tenderer, subcontractor and other entities the capacities of which the operator may rely on must comply with the criteria specified in Section 60.§ (1) of PPA, otherwise shall be excluded.

The contracting authority is obliged to exclude the tenderer provided that the tenderer, subcontractors over 10 % and other entities the capacities of which the operator may rely on should not comply with the criteria specified in Section 62.§ (1) of PPA.

The tenderer, subcontractors over 10 % and other entities the capacities of which the operator may rely on shall prove that the aforementioned requirements are met according to Sections 63.§ (2)-(9) of PPA.

III.2.2) **Economic and financial ability**

Information and formalities necessary for evaluating if the requirements are met: a) declaration on the net turnover of project management/consultancy activity of the last business year considering the date of foundation of the economic operator, provided that such data is available;

b) declaration of bank or other financial institution that proves the tenderer has disposal over the required creditworthiness. Minimum level(s) of standards possibly required: The tenderer shall be considered as not suitable, provided that the tenderer or the subcontractor taking share over 10 % in the completion.

a) should not prove that the net turnover of project management/consultancy activity of the last business year reached 750 000 EUR;

b) should not submit a declaration of a bank or other financial institution that proves the tenderer has at least 250 000 EUR creditworthiness.

III.2.3) **Technical capacity**

Information and formalities necessary for evaluating if the requirements are met:

a) declaration of references of the last 3 years (name of the partner, object of the contract, value of service fee or other data referring to the contractual amount, date of completion)

b) declaration about the names, qualifications and experience of experts who will participate in the completion of contractual tasks:

--- qualifications, language skills shall be certified by the copies of the documents that prove the experts meet the requirements,

--- experience shall be certified by the declaration - undersigned CV - of experts.

Minimum level(s) of standards possibly required:

The tenderer shall be considered as not suitable, provided that the tenderer or the subcontractor taking share over 10 % in the completion.

a) should not prove references as follows:

--- 1 project management service in the previous 3 years in ATM field with a minimum contractual amount of 400 000 EUR,

--- 1 project management service in the previous 3 years related to SES implementation with a minimum contractual amount of 400 000 EUR,

--- 1 service in the previous 3 years related to an international cooperation with a minimum contractual amount of 400 000 EUR.

Where an ongoing project is acceptable as a reference (for at least 1 year long provided services) and one service may provide more criteria in this regard.

b) should not prove that the following experts shall be available during the whole period of the contract:

Project management experts.

(4 FTE, maximum 840 mandays)

Qualifications and skills:

a) Have a level of education corresponding to completed university studies (the normal term of university education being four or more years) or equivalent education

b) Have a widely approved certification about high level of English language proficiency

c) Computer literacy (MS Project or equivalent)

Specific professional experience and knowledge.

a) Not less than 5 years professional experience in ATM field

b) Not less than 5 years as a project manager

c) Experience in international projects, including experience as Project Manager in a project related to SES and SESAR

d) Knowledge related to:

--- the development and implementation of the legislation and initiatives in the area of Air Navigation,

--- international and European institutions, organizations and fora in the area of Air Navigation and the decision-making processes (e.g. EC, Eurocontrol, ICAO),

--- FABCE project.

From the project management.

--- 210 manday expertise has to be provided by one or more experts that have experience in drafting of documentation in the area of airspace management in English,

--- 210 manday expertise has to be provided by one or more experts that have experience in drafting of ATM documentation of technical nature management in English,

--- 210 manday expertise has to be provided by one or more experts that have experience in drafting of documentation in the area of safety, performance management and HR in English,

--- 210 manday expertise has to be provided without any additional skill/experience.

Administrative members.

(2,5 FTE, maximum 525 mandays)

Qualifications and skills:

a) Have a level of secondary school education

b) Have a widely approved certification about high level of English language proficiency

c) Computer literacy (MS Project or equivalent)

d) Completion of a course in quality management and cost management

From the administrative service provision.

--- 330 manday service has to be provided by one or more administrators that have experience in configuration

management,  
— 210 manday service has to be provided without any additional skill/experience.

**III.2.4) Information about reserved contracts**

**III.3) Conditions specific to services contracts**

**III.3.1) Information about a particular profession**

Execution of the service is reserved to a particular profession: no

**III.3.2) Staff responsible for the execution of the service**

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes

**Section IV: Procedure**

**IV.1) Type of procedure**

**IV.1.1) Type of procedure**

Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) no

**IV.1.2) Limitations on the number of operators who will be invited to tender or to participate**

**IV.1.3) Reduction of the number of operators during the negotiation or dialogue**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated no

**IV.2) Award criteria**

**IV.2.1) Award criteria**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

**IV.2.2) Information about electronic auction**

An electronic auction will be used: no

**IV.3) Administrative information**

**IV.3.1) File reference number attributed by the contracting authority:**

**IV.3.2) Previous publication(s) concerning the same contract**

no

**IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document**

Time limit for receipt of requests for documents or for accessing documents: 6.2.2012 - 14:00

Payable documents: yes

Price: 50000 HUF

Terms and method of payment: Payment of the purchase price transferred to the contracting entity's bank account: BNP PARIBAS 13100007-02504530-00313482 SWIFT: BNPAHUHX, IBAN: HU61).

The documentation may be received in an electronic format (at the address specified in Section 2 of Annex A by hand or by authorised representative, or via e-mail until expiry of the deadline for submitting tenders, on working days, and on the date of the deadline for submitting tenders, between 9:00-14:00 hours. The following information must be provided when receiving the documentation: name and registered office of the company, name, mailing address, telephone and facsimile number and e-mail address of contact person for the purposes of the procedure; furthermore, proof of payment of the purchase price of the documentation must be provided. If the tenderer requests the documentation to be sent to it, the contracting entity will proceed according to Section 54(8) of the PPA through Section 102 (3) of the PPA. The price above does not contain the VAT.

**IV.3.4) Time limit for receipt of tenders or requests to participate**

6.2.2012 - 14:00

**IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates**

20.2.2012

**IV.3.6) Language(s) in which tenders or requests to participate may be drawn up**

English, Hungarian.

**IV.3.7) Minimum time frame during which the tenderer must maintain the tender**

**IV.3.8) Conditions for opening tenders**

**Section V: Complementary Information**

**VI.1) Information about recurrence**

This is a recurrent procurement: no

**VI.2) Information about European Union funds**

The contract is related to a project and/or programme financed by European Union funds: yes

Reference to project(s) and/or programme(s): TEN-T 2010-EU-40108-S.

**VI.3) Additional information**

1) The contracting authority manages the transaction of the current procedure to procure project management services on behalf of a consortium of three contracting authority (according to the sharing keys below):

HungaroControl Zrt.: 31,0740 %.

Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung: 36,3843 %.

Řízení letového provozu České republiky, státní podnik: 32,5417 %.

The liability of the members shall be restricted according to the sharing keys. The detailed regulation of the consortium shall be delineated in the tender documentation and the draft contract.

2) The contract price should be defined on the basis of the unit prices and the maximum contractual amounts:

Project managers 840 mandays+ administrative members 525 mandays + 50 missions.

1. The contracting entity will afford the opportunity to provide additional information or missing documents in accordance with Section 112 of the PPA.

2. The planned date of sending the calls is: 20.2.2012

3. The planned date and time for announcement of the results is: 20.3.2012

4. The planned date for concluding the contract is 2.4.2012

5. The provision of supplementary information shall be governed by the provisions of Section 103 of the PPA and the documentation. No consultations or on-site inspections will be held.

6. Receipt of the documentation is subject in accordance with Section IV.3.3 of this contract notice.

7. Participation in the procedure is subject to the purchase of the documentation by at least one tenderer or subcontractor proposed to be engaged for more than 10 % of the contract value. The documentation may not be transferred to another person or entity. If a joint tender is submitted, it is sufficient if only one of the joint tenderers purchases the documentation.

8. The formalities of submitting a tender are subject to Section 70(A)(1) of the PPA through Section 104 (1) and the provisions

of the tender documentation. The tenderer must prepare and submit its application in consideration of the information obtained by it from the contract notice, the tender documentation and the supplementary information memorandum, in six copies (one original and five copy).

9. The tenderer shall not submit and the contracting authority shall not request for the submission of bid in the first section of the procedure.

10. Pursuant to Section 13(4) of the PPA, the contracting entity invites tenderers to note that more stringent requirements have been set in respect of the economic, financial, technical and professional capacity requirements applicable to tenderers and the certification of meeting such requirements than the qualification criteria for entry into the official register of qualified tenderers.

11. The following must be attached to the tender:

— For tenderers, subcontractors to be engaged for more than 10 % of the contract value and resource suppliers within the meaning of Section 4.3/D of the PPA, an extract from the trade register of the competent Court of Registration, dated not earlier than 60 days before the tender submission deadline, for sole proprietors a copy of the sole proprietor licence; for budget entities the extract of the register of budget entities, for entities established outside Hungary - as a minimum - a certified English or Hungarian translation of the corporate document containing company extract data,

— If, according to the company extract, registration of a change concerning corporate matters is pending, a printed copy of the electronically submitted change registration form, with corporate signature affixed, and a printed copy of digital return receipt certifying submission, with corporate signature affixed, shall be attached,

— Tenderers, subcontractors to be engaged for more than 10 % of the contract value and resource suppliers within the meaning of Section 4.3/D of the PPA must attach the specimen signature, or specimen signature as per Section 9(1) of Act V of 2006, of those person(s) authorised to sign on behalf of the company who signed the tender and the declarations attached thereto (ordinary copy),

— If the tender or the required declarations are signed by another person based on authorisation by the person authorised to sign on behalf of a tenderer (joint tenderer), subcontractor to be engaged for more than 10 % of the contract value or resource supplier within the meaning of Section 4.3/D of the PPA, the authorisation set out in a private document providing full evidence, issued by the person authorised to sign on behalf of the company shall be attached (original or copy authenticated by public notary).

— The tender must include the tenderer's declaration on the matters specified in Sections 71(1)a) through d) of the PPA. (Declarations must be attached even if they are negative.),

— If a tenderer relies on a resource supplier to confirm that it meets capacity requirements, it must declare whether majority interest within the meaning of the Hungarian Civil Code is held by it in the resource supplier or vice versa, and if so, in what form,

— Tenderers will have to include in their tender a proposal concerning technical issues, in accordance with the Technical Specifications.

12. All data in the application must be specified in euros (EUR) to ensure comparability of the tenders. In respect of data not available in euros, the basis for conversion shall be the exchange rates quoted by the National Bank of Hungary for the date of publication of the contract notice. Regarding currencies for which the National Bank of Hungary does not quote an exchange rate, the basis for conversion shall be the euro equivalent calculated at the exchange rate quoted for the currency concerned by the central bank of tenderer's country of establishment for the date of publication of the contract notice.

13. The hours specified in the contract notice should always be understood as local time.

14. If a certificate or declaration submitted by a foreign-based tenderer, subcontractor to be engaged for more than 10 % of the contract value or resource supplier is not in either of the languages specified in Section IV.3.5, a Hungarian or English translation of such certificate or declaration must also be submitted. The contracting entity requests unofficial but certified translations, and in consideration of this any risks associated with mistranslations will be borne by the tenderers. The contracting entity reserves the right to check the original certificates and declarations. The contracting entity notes to foreign-based tenderers, subcontractors to be engaged for more than 10 % of the contract value and resource suppliers that the requirements specified above equally apply to certification of not being covered by the exclusion criteria listed in Section III.2.1 of the contract notice.

15. Section 20(3) of the PPA applies to certificates to be submitted, i.e. certificates can be submitted in ordinary, non-certified copy, but please note that Section 20(3) only applies to certificates but not to declarations.

16. All costs and risks associated with the submission of the tender shall be borne by the tenderer.

17. Tenderers shall be bound by the terms of their tenders following the closure of the negotiations.

18. Under Section 91(2) of the PPA, the contracting entity will conclude the contract with the tenderer that is announced as the winner of the procedure or, if the winning tenderer declines to conclude the contract, with the tenderer that submitted the second lowest price if such second tenderer is listed in the summary prepared in accordance with Section 93(2) of the PPA.

#### VI.4) Procedure for appeal

##### VI.4.1) Body responsible for appeal procedures

Közbeszerzések Tanácsa Közbeszerzési Döntőbizottság  
Margit krt. 85.  
1024 Budapest  
HUNGARY  
E-mail: dontobizottsag@kozbeszerzesek-tanacs.hu  
Telephone: +36 13367778  
Internet address: www.kozbeszerzes.hu  
Fax: +36 13367778

##### VI.4.2) Lodging of appeals

Precise information on deadline(s) for lodging appeals: According to Section 323 of PPA.

##### VI.4.3) Service from which information about the lodging of appeals may be obtained

Közbeszerzések Tanácsa Közbeszerzési Döntőbizottság  
Margit krt. 85.  
1024 Budapest  
HUNGARY  
E-mail: dontobizottsag@kozbeszerzesek-tanacs.hu  
Telephone: +36 13367778  
Internet address: www.kozbeszerzes.hu  
Fax: +36 13367778

##### VI.5) Date of dispatch of this notice:

29.12.2011

**HungaroControl Magyar Légitforgalmi Zrt.  
HU-1185 Budapest, Igló str. 33-35.**

**TENDER DOCUMENTATION**

for a negotiated public procurement procedure with a contract price  
in excess of the Community threshold concerning the

**“Project management services supporting the implementation  
of FAB CE project”**

**2011/S 252-411620**

**December 2011**

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## I

### DOCUMENTATION

for a negotiated public procurement procedure with a contract price  
in excess of the Community threshold concerning the

**"PROJECT MANAGEMENT SERVICES SUPPORTING THE IMPLEMENTATION OF FAB CE  
PROJECT"**

#### **1 Introduction, general terms and conditions**

The entity – Hungarocontrol Zrt. – acting on behalf of the following Contracting Entities:

**HungaroControl Hungarian Air Navigation Services Pte.Ltd.Co**, a private limited company organised under the laws of Hungary and registered with the Metropolitan Court of Budapest, acting as the Court of Registration (registration number: Cg. 01-10-045570) as its principal place of business 33-35 Igló utca, , 1185 Budapest, Hungary, EU VAT No: HU13851325, IBAN: HU61 13100007-02504530-00319787; SWIFT: BNPAHUHX; hereinafter referred to as "**HCL**"

**Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung**, a GmbH company organised under the laws of Austria and registered with the Commercial Register of the Vienna Commercial Court (entry number FN71000m) with Vienna as its principal place of business Schnirchgasse 11, 1030 Vienna, Austria; VAT No. ATU 37259408; hereinafter referred to as "**ACG**"

**Řízení letového provozu České republiky, státní podnik**, a state-run enterprise organised under the laws of the Czech Republic and registered with the Commercial Register of the Prague Municipal Court (entry number A 10771) with Prague as its principal place of business and the business address Navigační 787, 252 61 Jeneč, Czech Republic; VAT Nr. CZ49710371, hereinafter referred to as "**RLP**"

has issued this Documentation to ensure fair competition among the Candidates and thereby give every Candidate equal opportunity to submit a successful application. To this end, the Documentation includes all the data and information, in an appropriately structured manner and in certain cases repeatedly, that can assist the Candidates to submit successful applications.

This Documentation is based on a Contract Notice that was approved by the Contracting Entities and was published in the Official Journal of the European Union under No 2011/S 252-411620 on 31/12/2011.

The Contracting Entities award their contract by negotiated procedure, after publication of a contract notice according to Section 124 (2) d) of PPA.

With respect to matters not regulated in the Contract Notice, the provisions of this Documentation will apply in the preparation and submission of applications.

If there are any inconsistencies between the Contract Notice and this Documentation, the provisions of the Contract Notice shall prevail.

By submitting their applications, the Candidates agree and accept that the terms and conditions of the Contract Notice and this Documentation (hereinafter jointly: "Tender Documentation for Applications"), prepared in accordance with Hungary's Act CXXIX of 2003 on Public Procurement (hereinafter: "PPA"), will exclusively serve as the basis of their participation in the procedure.

Candidates will be responsible for carefully reading and complying with all instructions, formal requirements and obligations included in the Tender Documentation for Applications. Each Candidate must bear all pertinent risks and accept that its applications will be rejected as invalid if it:

- fails to submit any required information or documents by the relevant deadline, or
- submits a tender that does not comply with all the requirements, whether in terms of formalities or content, specified in the Tender Documentation for Applications.

For each tender, participation in the procedure is subject to the purchase of the Documentation by at least one Candidate or subcontractor proposed to be contracted for

more than 10% of the contract value (hereinafter: "10%-plus subcontractor"). The Documentation may not be transferred to another person or entity. If a joint tender is submitted, it is sufficient if one of the joint Candidates purchases the Documentation.

## 2 Contracting Entities

**HungaroControl Hungarian Air Navigation Services Pte.Ltd.Co**, a private limited company organised under the laws of Hungary and registered with the Metropolitan Court of Budapest, acting as the Court of Registration (registration number: Cg. 01-10-045570) as its principal place of business 33-35 Igló utca, , 1185 Budapest, Hungary, EU VAT No: HU13851325, IBAN: HU61 13100007-02504530-00319787; SWIFT: BNPAHUHX; hereinafter referred to as "HCL"

**Austro Control Österreichische Gesellschaft für Zivilluffahrt mit beschränkter Haftung**, a GmbH company organised under the laws of Austria and registered with the Commercial Register of the Vienna Commercial Court (entry number FN71000m) with Vienna as its principal place of business Schmirchgasse 11, 1030 Vienna, Austria; VAT No. ATU 37259408;

hereinafter referred to as "ACG"

**Řízení letového provozu České republiky, státní podnik**, a state-run enterprise organised under the laws of the Czech Republic and registered with the Commercial Register of the Prague Municipal Court (entry number A 10771) with Prague as its principal place of business Navigační 787, 252 61 Jeneč, Czech Republic; VAT Nr. CZ49710371,

hereinafter referred to as "RLP"

## 3 The Contracting Entity acting on behalf of the Contracting Entities

Name: HungaroControl Magyar Légiforgalmi Szolgálat Zrt.

Contact point:

Address:

Telephone:

Fax:

E-mail:

#### **4 Entity acting on the Contracting Entity's behalf**

Name: Szerényi Law Firm

Address:

Telephone:

Mobil phone:

Fax:

E-mail:

#### **5 Candidate**

A Candidate is a natural person, legal entity, company without a legal personality, an organisation with legal capacity under the laws of the country of its establishment, or the Hungarian branch office of an international company who/that:

- a) submits application in the first section of any procedure consisting of two sections, or
- b) for the purposes of Section 102 (5)a) of the PPA, has received the Tender Documentation for Applications, or
- c) furthermore, before the expiry of the deadline to submit applications, has had access to the Documentation at the Contracting Entity's offices, and/or received the Documentation, requested supplementary information or sought advance dispute resolution.

#### **6 Subcontractor**

A subcontractor is an organisation or person that/who would be engaged by a Candidate to directly participate in the completion of the contract awarded in the public procurement procedure,

with the exception of:

- a) persons who have an employment contract or other work-related contract with the Candidate<sup>1</sup>,
- b) organisations and persons that/who operate on the basis of an exclusive right,
- c) manufacturers, distributors and suppliers of components and raw materials that the Candidate intends to rely on in order to complete the contract awarded in the procedure,

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<sup>1</sup> Under Section 4.2/D of the PPA, persons who have other work-related contracts include: public servants, government officials, public employees, prosecutors, judges, persons employed in the judicial system and by other justice and law enforcement organisations, members of armed law enforcement agencies and owners of companies who personally participate in the operation of the company.

d) suppliers of construction materials in the case of construction projects.

## **7 Resource supplier**

A resource supplier is an organisation or person that/who does not qualify as a subcontractor and is not covered by Sections 2.2a) through d) of the PPA, but participates in the public procurement procedure by confirming a Candidate's compliance with the applicable capacity requirements by making its/his relevant resources available to the Candidate.

## **8 Object of the contract, key quantities**

Providing project management services by establishing program support office with at least 7 experts as defined in the tender documentation:

### **A. Project/ program management support**

The PSO project management experts should assist the FABCE program manager, the project leaders and the various FABCE committees by means of:

- project management expert pool of at least 4 experts, max. 840 mandays for a calendar year,
- Administrative pool of at least 3 experts, max. 525 mandays for a calendar year,
- 50 missions located in FAB CE member states.

The contract shall be effective until 31.12.2012, with an option to be extended by 12+12+12 months.

In this case the quantity of the contract shall be 80 % of the aforementioned quantities with the possibility of extension by 50 %. In case of extension the sharing key among the Consortium members could be modified according to their agreement.

The experts shall provide support for the FAB CE program manager, project leaders and the different FAB CE bodies as follows:

### **A. Project management expertise**

- Review the budget estimate for 2012,
- Drafting the detailed yearly budget of the following year(s),
- Day to day execution of the program and project activities as requested program manager and project leaders,

- Allocation of resources within the budget,
- Support the Program and Project activities in reviewing/following/updating the PgMP/SAP and the PMPs,
- Support the FABCE program and projects by developing and implementing appropriate project support best practices and tools for the project planning and monitoring,
- Participate, as needed, in the meetings of the relevant FABCE program or project bodies,
- Support the activities resulting from the review of the monthly progress reports from the various FABCE projects,
- Participate in the execution of other responsibilities as assigned by relevant program or project bodies,
- Follow up action items,
- Review of the TORs of the program bodies and proposing updates if needed.

#### B. Administrative support

— Support organization of the meetings within FABCE program, including:

- distribution of the invitation and drafting the agenda,
- taking notes/minutes and conclusions of the meetings,
- Support project managers in drafting the program documentation,
- Support to the program and project managers in applying project processes, e.g:
  - Project configuration management,
  - Common repository management,
  - Document management and quality control,
  - Maintain project records (tracking of effort& progresses),
  - Administration, processing and formatting of the FABCE documents,
  - Support the PM and project managers in tracking and follow up of action items,
  - Develop and maintain the calendar of the program meetings.

CPV: 79.42.10.00

## 9 Tasks of the Candidates

The Contracting Entities will enter into a contract with the winning Candidate in accordance with the terms and conditions set out in this Documentation.

## 10 Modification or withdrawal of applications

Candidates may modify, withdraw or re-submit their applications before the deadline to submit the applications has expired. After the tender deadline expires applications may not be modified even with the Contracting Entity's approval.

## 11 Supplementary information memorandum

In order to be able to submit a proper application, Candidates, subject to Section 103 of the PPA, may request written supplementary (interpretative) information from the person acting on the Contracting Entity's behalf ( \_\_\_\_\_ ) in connection with the Contract Notice and the Documentation up to 8 (eight) days before the expiration of deadline to submit applications.

The deadline specified in Section 103 (1) of the PPA is met if the questions are delivered electronically to (the electronic mailbox of) the person acting on the Contracting Entity's behalf on or before the day when the deadline expires.

Therefore, all requests for such information must be sent by e-mail in an editable format (such as a Microsoft Office Word document) to the following addresses: \_\_\_\_\_ and \_\_\_\_\_ with the following text indicated in the subject line: **"Request for supplementary information, 2011/S 252-411620"**.

Candidates will be solely responsible for ensuring that their requests for supplementary information are delivered in time to the addresses specified above. No response will be given to requests received after the deadline.

The supplementary information will be provided to all Candidates who purchased the documentation, by no later than 4 (four) days before the expiry of the deadline to submit applications. The supplementary information must be included in written memorandums and delivered to all Candidates under equal terms, to the e-mail addresses provided by

them upon the purchase of the documentation. A supplementary information memorandum will be deemed as delivered to a Candidate when it is received by the Candidate at its e-mail address.

Candidates are solely responsible for providing a valid e-mail address upon the purchase of the documentation and for ensuring that such e-mail address is available to accept incoming messages 24 hours a day. Candidates are also responsible for ensuring that the supplementary information is delivered to the person in charge of the relevant matter within their respective organisations.

Otherwise, supplementary information memorandums will be available for inspection and a copy of them may be requested at the address stated in Annex A, Section II of the Contract Notice.

The provision of supplementary information may not result in the modification of the Contract Notice or this Documentation except:

- a) in a situation specified in Section 54(4) of the PPA<sup>2</sup>;
- b) if the Documentation includes several inconsistent versions of the same data or information; in that case the supplementary information memorandum must identify which version is correct and which should be treated as null and void, and the null and void information and data will not be applicable in the public procurement procedure or to the contract awarded.

Candidates will be required to confirm receipt of supplementary information memorandums immediately. If a Candidate fails to confirm the receipt of a supplementary information memorandum, it may not base any claim on the fact that it did not receive the full supplementary memorandum in due time.

Candidates will be required to include a specific declaration (substantially in the form as shown in Annex 15) in their applications stating the number of supplementary information

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<sup>2</sup> If a contracting entity realises after the delivery of the documentation to the Candidates that any element in the documentation is inconsistent with the contract notice or the PPA, or that the documentation includes requirements with respect to any element of the contract notice that go beyond what is stated in Section 54(3) of the PPA, it shall notify the Candidates in a supplementary information memorandum, as specified in Section 54(2), that the relevant elements or requirements, specifically identified in the memorandum, are null and void. Elements and requirements declared null and void may not be applied in the public procurement procedure or to the contract awarded.



memorandums received by them to prove that they prepared their applications in the light of the supplementary information memorandums. The supplementary information memorandums issued by the Contracting Entity will be incorporated into the Tender Documentation.

The Contracting Entity will not respond to requests for supplementary information that are not submitted in writing or to the relevant addresses provided above.

The Contracting Entity will not be bound by any explanations or information that may be given by its employees or representatives without proper authorisation, whether verbally or in writing, outside the supplementary information memorandums.

The Contracting Entity will not organise consultations or on-site inspections for the Candidates.

## **12 Modification or withdrawal of the Contract Notice**

The Contracting Entity may modify the Contract Notice at any time before the expiry of the deadline to submit applications. It will immediately inform the Candidates who have purchased the Tender Documentation for Applications if such modification is made. In such a case, the modification of the Contract Notice will be published in the Official Journal of the European Union and, for information purposes, in *Közbeszerzési Értesítő*, the official Hungarian gazette of public procurement procedures, and the deadline to submit applications will also be modified.

The Contracting Entity may withdraw the Contract Notice at any time before the expiry of the deadline to submit applications.

## **13 Completeness and accuracy**

Candidates will be responsible for verifying that they have received the complete Tender Documentation for Applications.

The Contracting Entity will not accept any complaints or claims made on the grounds that a Candidate failed to obtain one or more parts of the Tender Documentation for Applications.

#### **14 Table of contents**

Applications must be submitted with a table of contents included (substantially in the form as shown in Annex 1). The table of contents must also show the total number of pages and a corporate signature must be affixed on it.

As part of the documentation please find attached the latest version of PgMP/SAP (version 1.2 available at Onesky) and its Annexes IV. and V. (version 1.1 available at Onesky). These annexes are attached separately because they are not incorporated (not even as an extract) into the main text of PgMP/SAP

#### **15 Costs of submitting an application or tender**

Each Candidate will bear all costs and expenses associated with the submission of its application and tender, and the Contracting Entity will not be held liable for such costs and expenses in any way whatsoever.

Except for the cases described in Section 103 (5) and Section 354 of the PPA, Candidates may not demand the reimbursement of the costs and expenses associated with the submission of their tenders on any grounds. The Contracting Entity will not reimburse any Candidate for any costs or expenses incurred by it in connection with its potential inspection of the site or the preparation of its application or tender. No fees may be charged for the preparation of an application or a tender.

Under Section 103 (5) of the PPA, the Contracting Entity will refund the price of the Documentation if:

- a) it withdraws the Contract Notice;
- b) the first section of the procedure is deemed invalid under Sections 115 (1) c), or f) of the PPA;
- c) it does not announce the result of the first section of the procedure by the announcement deadline stated in the Contract Notice or modified later;
- d) the Contracting Authority fails to send out the invitations within 5 days from the announcement of the result of the first section of the procedure.

#### **16 Submission of tender in the first section of the procedure**

According to Section 100 (2) of PPA the Candidate shall not submit bids and the Contracting Authority is forbidden to ask for the submission of bids. In the first section of the procedure the Contracting Entity shall consider and evaluate the personal situation, the economic and financial standing and the technical and professional ability of the Candidates.

#### **17 Language**

The language of the procedure will be Hungarian and English. This Tender Documentation for Application has been drawn up in Hungarian and English. In case of any inconsistency between the language versions, the Hungarian version shall prevail.

All documents required under the Documentation must be submitted in Hungarian or in English, and if a document is not written in either, its Hungarian or English translation must also be attached.

The Contracting Entity specifically notes for Candidates / 10%-plus subcontractors / resource suppliers that this rule equally applies to the documents used to confirm that they are not subject to the exclusion criteria listed in Section III.2.1) of the Contract Notice.

Documents that are not prepared in or translated to Hungarian or English will be not taken into account in the evaluation of the applications. The Contracting Entity requests unofficial but certified translations, and in consideration of this any risks associated with mistranslations will be borne by the Candidates. The Contracting Entity reserves the right to check the original certificates and declarations.

#### **18 Partial and alternative tenders**

In the second section of the procedure tenders may not be submitted for particular parts or lots.

In the second section of the procedure the Contracting Entity will not accept alternative tenders.

**19 Certification of not being covered by exclusion criteria (evaluation of personal situation)**

With respect to the exclusion criteria, the Contracting Entity would like to point out the guidance published by the Hungarian Procurement Council on "The certificates, declarations, records and data specified in Section 63 of Act CXXIX of 2003 on Public Procurement in the case of Hungarian-based Candidates, subcontractors and resource suppliers" (Közbeszerzési Értesítő, issue No. 152 of 2010, 22 December 2010).

- **No entity or person may act as a Candidate (joint Candidate), 10%-plus subcontractor or resource supplier within the meaning of Section 4.3/D of the PPA if it/he is covered by Sections 60(1)a) through i) of the PPA or is subject to the exclusion criteria specified in Section 62(1) of the PPA:**

- **under Section 60(1)a):** it/he is subject to a voluntary liquidation procedure, or a bankruptcy or compulsory liquidation procedure against it/him has been ordered in final and binding court resolution, or it/he is subject to an analogous procedure or is in an analogous situation arising from the laws its/his home country;

Certification of not being covered: extract of corporate records, dated within the last 60 days before the tender deadline, kept by the competent registration authority (company extract or full company information with historical data).

- **under Section 60(1)b):** it/he has suspended its activities or its/his activities have been suspended;

Certification of not being covered: extract of corporate records, dated within the last 60 days before the tender deadline, kept by the competent registration authority (company extract or full company information with historical data); for activities not pursued in a corporate form, or if authorities other than the competent registration authority may also suspend the activities; declaration authenticated by a public notary.

- **under Section 60(1)c):** it/he has been convicted of an offence that is covered by the Hungarian Criminal Code in a final and binding court judgment in connection with its economic or professional activities, as long as it/he is subject to the

consequences of having a criminal record; or it/he has been restricted in its/his ability to act by a final and binding court judgment on the basis of Sections 5(2)b) and/or g) of Hungary's Act CTV of 2001 on Criminal Proceedings against Legal Entities, as long as such restrictions are in force, or if its/his ability to act has been similarly restricted for similar reasons by a final and binding court judgment;

Certification of not being covered:

- for companies: extract of corporate records, dated within the last 60 days before the tender deadline, kept by the competent registration authority (company extract or full company information with historical data),
  - for private individuals: statement of no criminal record,
  - for other persons and entities: declaration authenticated by a public notary.
- **under Section 60(1)d):** it/he has been enjoined in a final and binding judgment from participating in public procurement procedures, as long as such injunction is in effect;

Certification of not being covered: declaration authenticated by a public notary.

- **under Section 60(1)e):** it/he has not paid taxes, import duties or social security contributions that have been overdue for more than one year under the laws of its/his home country or the legal provisions of the country of the contracting entity, except when it/he has been granted deferral for such liabilities;

Certification of not being covered:

- certificate issued by the Hungarian Customs Authority and the Tax Authority office with jurisdiction over its registered office/his home address, dated within a year before the announcement of the result of this procedure;
- or joint tax certificate issued by the Tax Authority office with jurisdiction over its registered office/his home address, dated within a year before the announcement of the result of this procedure;
- being listed in the database of taxpayers with no back taxes kept in accordance with Hungary's Act on the Rules of Taxation.

- **under Section 60(1)f):** it made a misrepresentation in a previous public procurement procedure that was conducted within the last three years, and was excluded from such procedure as a result, and a final and binding judgment established that it made a misrepresentation, until the end of the period specified in the final and binding judgment;

Certification of not being covered: declaration authenticated by a public notary.

- **under Section 60(1)g):** it was convicted of an offence that is covered by Section 15(5)a) of Hungary's Act XXXVIII of 1992 on National Finances and was ordered to pay an employment fine or a default fine within the meaning of Hungary's Act on the Rules of Taxation in a final and binding court judgment or regulatory resolution within the last two years;

Certification of not being covered: Certification of not being covered by these exclusion criteria is unnecessary, as the Contracting Entity will confirm whether the conditions in Section 60(1)g) of the PPA are met by checking:

- the data publicly available in the registers kept in accordance with Section 8/C of Hungary's Act LXXV of 1996 on Labour Inspections ([www.omnif.gov.hu](http://www.omnif.gov.hu), and [www.mbfh.hu](http://www.mbfh.hu) in cases covered by Hungary's Act XLVIII of 1993 on Mining);
  - the data publicly available in the registers kept in accordance with Section 55(6) of Hungary's Act XCH of 2003 on the Rules of Taxation ([www.nav.gov.hu](http://www.nav.gov.hu)).
- **under Section 60(1)h):** he has participated in or committed any criminal offence in affiliation with an organized crime group within the meaning of Hungary's Criminal Code or any violation of the financial interest of the European Communities, or has been engaged in bribery or bribery in international relations or involved in money laundering operations, or has committed any offence of similar nature under the laws of his home country, provided that he has been convicted of such offence in a final and binding court judgment, as long as he is subject to the consequences of having a criminal record;

Certification of not being covered: for private individuals: statement of no criminal record.

As these criteria can only apply to private individuals, other entities are not required to provide a certificate or declaration with respect to these criteria.

- **under Section 60(1)i):** in connection with a contract signed after 15 September 2010 in a previous public procurement procedure, it/he did not pay more than 10% of the total amount owed under a final or interim invoice to a subcontractor within the meaning of Section 71(1)a) and b) of the PPA, or it/he was in default of a payment for more than 15 days after the due date despite having been paid by the contracting entity within the relevant due date, and this was established in a final and binding court judgment or regulatory resolution, except when such judgment or resolution was dated two years before the announcement of the result of this procedure;

Certification of not being covered: declaration authenticated by a public notary.

- **under Section 62(1)a):** it/he committed a violation of a professional requirement or professional ethics rule within the last three years;

Certification of not being covered: Candidates, 10%-plus subcontractors and resource suppliers within the meaning of Section 3.4/D of the PPA are not required to provide certification of not being covered by the above exclusion criteria, as the Contracting Entity is required to prove the applicability of these criteria.

- **under Section 62(1)b):** it/he provided false information or made a misrepresentation in connection with disclosures required in the procedure [particularly under Sections 70(3) and 71 of the PPA], as a result of which it/he could avoid its/his tender or request for participation being declared invalid or it/he obtained a more favourable evaluation for its/his tender under Section 81(4) of the PPA or a higher rating for its/his request to participate under Sections 123(4), 130(6), 136/A(2), 157(3) or 204(5).

Certification of not being covered: Candidates, 10%-plus subcontractors and resource suppliers within the meaning of Section 3.4/D of the PPA are not required to provide certification of not being covered by the above exclusion criteria, as exclusion under these criteria can only be determined during the procedure.

- **No entity or person may act as a subcontractor if it/he is covered by Sections 60(1)a) through i) of the PPA:**

Certification of not being covered, for subcontractors under the 10% limit: Candidate's declaration (substantially in the form as shown in Annex 6) stating that the Candidate will not engage subcontractors for less than 10% of the contract value [PPA, Section 63(3)] who are covered by any of the above exclusion criteria.

Compliance with the above requirements concerning the certification of not being covered by the exclusion criteria will be subject to the provisions of the PPA.

Certification of not being covered by any of the above exclusion criteria can be provided in a single declaration by Candidates (substantially in the form as shown in Annex 6), 10%-plus subcontractors (substantially in the form as shown in Annex 7) and resource suppliers within the meaning of Section 4.§ 3/D of the PPA (substantially in the form as shown in Annex 8).

The Contracting Entity notes that certification of not being covered must be provided in accordance with Sections 63 through 104 (2) of the PPA, as applicable, where a simple declaration is acceptable in the cases described in Sections 63(2) a) and c) [with respect to the exclusion criteria described in Sections 60(1)d), f) and i), and for other entities, Section 60(1)c)].

In the case of joint Candidates, each of them will be required to confirm separately that it is not covered by any of the exclusion criteria.

For Candidates, 10%-plus subcontractors and resource suppliers not established in Hungary, the modified guidance published by the Hungarian Procurement Council will apply: "Modified guidance of the Hungarian Procurement Council on certificates,



declarations, records and data specified in Sections 63(2) and (3) of Act CXXIX of 2003 on Public Procurement with respect to Candidates, subcontractors and resource suppliers established in the European Union and the European Economic Area" (Közbeszerzési Értesítő, issue No. 152 of 2010, 22 December 2010).

The Contracting Entity would like to remind Candidates not established in Hungary that the decision to start obtaining the necessary certifications should be made in the light of the time required for the translation of the documents.

The Contracting Entity notes that if a certificate required under the PPA does not exist in the home country of a Candidate, 10%-plus subcontractor or resource supplier not established in Hungary, the Contracting Authority is entitled to accept an equivalent certificate or document.

If a certificate or declaration submitted by a foreign-based Candidate, 10%-plus subcontractor or resource supplier is not in either of the languages specified in Section IV.3.5, a Hungarian or English translation of such certificate or declaration must also be submitted. The Contracting Entity requests unofficial but certified translations, and in consideration of this any risks associated with mistranslations will be borne by the Candidates. The Contracting Entity reserves the right to check the original certificates and declarations. The Contracting Entity notes to foreign-based Candidates, 10%-plus subcontractors and resource suppliers that the requirements specified above equally apply to certification of not being covered by the exclusion criteria listed in Section III.2.1 of the Contract Notice (as shown in Annex 9).

Section 20(3) of the PPA applies to documents associated with the exclusion criteria, i.e. the certificates can be submitted in an ordinary, non-certified copy [please note that Section 20(3) only applies to certificates but not to declarations].

## **20 Confirming compliance with capacity requirements**

Candidates (joint Candidates) and 10%-plus subcontractors must confirm their compliance with capacity requirements in accordance with Sections III.2.2) and III.2.3) of the Contract Notice.

In order to meet a capacity requirement, a Candidate may rely on the resources of one or more other organisations, even in a scenario where it partially meets a minimum capacity requirement and uses the other organisation to fully meet the particular requirement.

In such case, the organisation supplying the resource must confirm its ability to perform the contract in accordance with the same requirements that apply to Candidates under the Contract Notice, and it must also declare (substantially in the form as shown in Annex 14) that the resources required in the performance of the contract will be available throughout the term of the contract.

Additionally, under Section 69(8) of the PPA, a Candidate may satisfy any minimum capacity requirements other than those specified in Sections 66(1)a) and b) of the PPA in conjunction with a subcontractor intended to be engaged for not more than 10% of the contract value.

In such a case:

- under Section 71(1)a) of the PPA, the parts where the Candidate intends to rely on a subcontractor not more than 10% of the contract value must be specified in the tender (in Section 1 of Annex 4);
- under Section 71(1)d) of the PPA, the name and address of such subcontractor must be specified (in Section 4 of Annex 4); and
- the tender must include the certificates and declarations specified in Sections 66(1)c) through e) and Sections 67(1) through (3) of the PPA, which confirm the Candidate's compliance with the capacity requirements.

## **21 Candidate's declarations**

Under Section 113 (2) of the PPA, each tender must include the relevant Candidate's express declaration concerning its acceptance and acknowledgment of the terms applicable to the Contract Notice (substantially in the form as shown in Annex 3).

The application must also include the Candidate's declaration on the matters specified in Sections 71(1)a) through d) of the PPA (substantially in the form as shown in Annex 4). Declarations must be attached even if they are negative.

## **22 Joint tenders**

If a joint tender is submitted, the joint Candidates must attach their agreement (substantially in the form as shown in Annex 5), which must include at least the following:

- a statement by the joint Candidates on being jointly and severally liable for the completion of the contract if it is awarded to them, and
- the name of the person authorised to represent the joint Candidates (contact person), and the name, position, telephone and fax number, and address of the person(s) authorised to sign the tender, and his (their) authorisation.

If a joint tender is submitted, it is sufficient if only one of the joint Candidates purchases this Documentation.

## **23 Formalities**

The formalities of the tenders are subject, in particular, to Section 70/A of the PPA:

- a) The original copy of the application must be stitched with a string in manner that allows the pages to turn, and the tying knot must be affixed to the front or back page of the application with a self-adhesive label, which must be stamped and signed by a person with proper authorisation so that at least a part of the stamp and the signature is on the label.
- b) Each page must be numbered and the numbering must start from one. It is sufficient to number pages that include text, figures, pictures or diagrams; empty pages can be numbered but this is not required. The cover and back cover (if any) can but not required to be numbered. The Contracting Entity will have to accept numbering with slight deviations from the above rules (e.g. /A and /B numbering for certain pages) if the location of specific documents can be clearly determined on the basis of the table of contents and clear reference can be made to their location in the application of Sections 83 through 112 of the PPA. The Contracting Entity may correct minor problems with the numbering if this is necessary for it to locate documents or information in the application or to make references to the application.
- c) The application must begin with a table of contents that identifies the page number of each document included in the application.
- d) The application must be submitted in six copies (one original and five copy), and the original must be noted as such.
- e) Every document (declaration) included in the application, whether it has been prepared by the Candidate, a subcontractor or an organisation within the meaning of

- Section 69(8) of the PPA, must be signed on the last page by a person (or persons) who is (are) generally entitled to sign on behalf of the relevant entity or by a person (or persons) who has (have) received a written authorisation from such person(s).
- f) Each page that is modified prior to the submission of the application must be initialled by the person(s) signing the relevant document at the passage where the modification is made.
- and
- g) Each copy of the application (1 original + 5 copies) must be bound on the left side (e.g. by coil binding, stitching, book binding) separately from the others [please note that the stitching string mentioned in Subsection (a) above serves to ensure that pages cannot be removed or inserted and is not a substitute for binding].
- h) If a single copy of the application consists of two or more separate parts, the number of volumes must be clearly indicated.
- i) The application must be packaged when submitted. All copies of the application must be submitted in one package. The packaging must ensure that:
- the copies cannot be separated,
  - nothing can be removed from and/or inserted in the package without causing visible damage,
  - the information listed in the following Subsection can be indicated on it.
- j) The following information and text must be indicated on the packaging of the application copies:
- **“Project management services supporting the implementation of FAB CE project” and “May not be opened before the application deadline, i.e. 2 p.m. on 06/02/2012.”**
  - No other text may be indicated on the packaging, except when it is mailed, when the following postal address may also be indicated on it:

Consequently, a complete tender package will include:

- One original + five copies of the tender (with each copy bound separately, and the prevention of removal and insertion of pages ensured);

The above documents (i.e. the complete tender) must be submitted in a single closed package.

Risks associated with postal delivery of a tender will be borne by the relevant Candidate.

The Contracting Entity will not be held liable for any damage to the packaging of any tenders. If a tender is submitted by mail, it must be sent as a registered consignment with notice of delivery. A tender submitted by mail will be treated as submitted within the tender deadline if it is received by the Contracting Entity before such deadline expires. The act of the actual delivery of the tender to the Contracting Entity will qualify as the act of submission.

The receipt of hand-delivered tenders will be confirmed by the Contracting Entity immediately upon receipt.

If there are any discrepancies between the formalities or the content of the versions of an application, the Contracting Entity will treat the original copy as the valid version and will evaluate the application on the basis of such version. However, this will not relieve the Candidates from their obligation to submit their application in the required number and form, and with the required content and formalities.

Applications should not include any materials that are not requested by the Contracting Entity (such as brochures or promotional materials). If a Candidate believes that the submission of such materials is necessary, it should submit them separately.

The Contracting Entity would like to point out Sections 15(3) and (4) of the PPA, which state that:

- if a deadline falls on a non-business day, it will expire on the following business day;
- a deadline period specified in an announcement (contract notice) starts on the day following the publication of the announcement (contract notice).

Applications received after the expiry of the deadline will be deemed invalid by the Contracting Entity in line with Section 114 (1) a) of the PPA.

The Contracting Entity will open applications received after the expiry of the deadline in order to identify the relevant Candidates and their contact details, and will retain such tenders in accordance with Section 7(2) of the PPA.

The Contracting Entity will not return applications either in whole or in part, and will not break them up into parts. It will handle all relevant documents in accordance with Section 7(2) of the PPA.

#### **24 Withdrawal of applications**

Before the expiry of the deadline, Candidates may withdraw their applications with a written declaration addressed to the Contracting Entity.

#### **25 Modification of applications**

Before the expiry of the deadline, Candidates may modify their applications with a written declaration addressed to the Contracting Entity. The requirements pertaining to the formalities of applications will also govern modifications as applicable. After the deadline expires, applications may not be modified even with the Contracting Entity's approval.

#### **26 Receipt of applications**

The packages including applications may be delivered between 8.30 and 4 p.m. on Mondays through Thursdays, between 8.30 am and 2 p.m. on Fridays and between 8.30 am and 2 p.m. on the tender deadline day at the following address:

Upon receipt of an application delivered by hand, the Contracting Entity will note the exact date and time of the delivery and confirm its receipt. An application will be deemed to have been received within the deadline if the closed and undamaged packaging that contains the application is in the Contracting Entity's possession at the address stated above before the expiry of the deadline specified in the Contract Notice, with the notice confirming the receipt of the application having been issued.

All risks associated with the delivery of an application in a wrong location, or with it being misdirected or lost, and any delay resulting from such delivery, misdirection or loss will be borne by the relevant Candidate. The Contracting Entity advises the Candidates to plan their delivery of the application in the light of the security procedures in place at the Contracting Entity's offices, as gaining entry to the building may take a substantial amount of time.

The Contracting Entity will ensure that unauthorised persons do not have access to the packages from the time of their receipt up to the opening of the applications. The Contracting Entity will be responsible for ensuring that the packaging of the applications remains intact during such period.

## **27 Opening the applications**

The Contracting Entity will open the applications when the deadline expires, at the place and at the time specified in Section IV.3.7 of the Contract Notice. The opening of the applications may be attended by the entity (entities) specified in Section IV.3.7 of the Contract Notice.

The Contracting Entity notes that the hours specified in the Contract Notice and this Documentation should always be understood as local time.

The Candidates will not receive a specific invitation to the opening of the applications.

During the opening of the applications, the Contracting Entity will disclose the name and address (registered address or home address) of the Candidates, and the key figures of each application that will be used in the evaluation.

The Contracting Entity will prepare a report to record the opening of the application and the disclosure of the above information, and will send such report to all Candidates within five days of the opening of the applications.

With respect to other matters, the Contracting Entity will proceed in accordance with Section 110 of the PPA.

## **28 Validity of tenders**

The Contracting Entity will examine whether the tenders are valid.

A tender is invalid if:

- a) it is submitted after the deadline specified in the Contract Notice;
- b) the Candidate submits a bid (Section 100 of PPA)
- c) the Candidate, a subcontractor or a resource supplier included in the application is affected by conflict of interests (Section 10 of the PPA);
- d) the Candidate, a subcontractor or a resource supplier included in the tender has been excluded from the procedure;
- e) the Candidate or a subcontractor intended to be engaged for more than 10% of the contract value does not meet the capability criteria required for the performance of the contract;

- f) it does not comply with the requirements specified in the Contract Notice, this Documentation or the relevant regulations, except for non-compliance with Sections 70/A(1)a) through d), Sections 70/A (2) b) and d), or, with respect to the packaging of the application, with Section 109(1), and for non-compliance with the rules included in the Contract Notice and this Documentation in connection with such Sections;

### **29 Exclusion of a Candidate**

The Contracting Entity must exclude from the procedure any Candidate, subcontractor or resource supplier included in the application that:

- a) is covered by an exclusion criterion (PPA, Section 60);
- b) becomes covered by an exclusion criterion (PPA, Sections 60 and 62) during the procedure.

The Contracting Entity may exclude from the procedure any Candidate to whom it is not required to afford national treatment [PPA, Section 1(4)], and/or

### **30 Examination of applications, additional information**

The applications submitted in the procedure will be examined by an Evaluation Board comprised of the Contracting Entities' specialists.

In the evaluation of the applications, the Contracting Entities will examine whether the applications meet the requirements specified in the Contract Notice, this Documentation and the relevant regulations.

In line with the Contract Notice, the Contracting Entities will determine whether each Candidate, 10%-plus subcontractor and resource supplier is covered by any exclusion criteria and whether they have the capacity to complete the contract. To this end, it will review the declarations and certificates.

The Contracting Entity will determine whether the applications are valid and whether there is any Candidate that must be excluded from the procedure.

In accordance with Section 112 of the PPA, the Contracting Entity will afford the



opportunity to provide additional information or missing documents under the same terms to each Candidate.

During the evaluation of the applications the Contracting Entity may request information from a Candidate to clarify ambiguous statements, declarations and certificates concerning the exclusion criteria, capacity requirements and other documents required under the Contract Notice or this Documentation. Such request must be made in writing, a deadline must be set for the response, and the other Candidates must be simultaneously informed about the request.

### **31 Evaluation of tenders**

The method the Contracting Entity will evaluate the tenders: **most economically advantageous tender.**

Details of the evaluation process shall be defined in the invitation to tender.

### **32 Announcement of results of the first section of the procedure**

The results of the first section of the procedure will be announced at the date and time specified in Section VI.3) 3 of the Contract Notice, at the same venue where the tenders will be opened.

### **33 Concluding the contract**

After the announcement of the result of the second section of the procedure, the Contracting Entity will conclude the supply agreement with the winning Candidate on the date specified in the Contract Notice.

Under Section 91(2) of the PPA, the Contracting Entity will conclude the contract with the Candidate that is announced as the winner of the procedure or, if the winning Candidate declines to conclude the contract, with the Candidate that submitted the second most economically advantageous tender if such second Candidate is listed in the summary prepared in accordance with Section 93(2) of the PPA.

The Contracting Entity will only be relieved from the obligation to conclude the contract with the winning Candidate if it is rendered unable to conclude or perform the contract due to a material circumstance that occurred after the announcement of the result and that is beyond the Contracting Entity's control.

#### **34 Costs and expenses**

All costs and expenses associated with the preparation and submission of an application or a tender will be borne by the relevant Candidate and the Contracting Entity will not be liable for such costs and expenses in any way whatsoever and may not be obliged to pay any damages, regardless of how the public procurement procedure is conducted or what its outcome is.

#### **35 Applicable legislation**

Issues not regulated in the Contract Notice and this Documentation will be subject to the provisions of the PPA.

#### **36 Payment terms**

The contract is financed by TEN-T program no. 2010-EU-40106 upon the decision of the Commission of the European Union.

The itemized settlement of the fees shall be based on the daily rate of project manager experts, assistants and unit rate of missions, according to the schedule defined in the tender documentation.

The disbursement of the remuneration of duly completed services shall be completed in accordance with paragraph 305 of PPA, in the following proportions:

Hungarocontrol Zrt. 31,0740 %,

Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung 36,3843 %.

Řízení letového provozu České republiky, státní podnik 32,5417 %.

The documentation necessary to issue the completion certificate shall be sent directly to the members of the consortium and to the program manager, the invoices shall be sent directly to the members of the consortium.

The contracting entity will not make advance payments or accept advance invoices at the time when the contract is signed. The currency of payment will be the euro (EUR). The Contracting Entity will pay the price in accordance with Sections 305 of the PPA after the supply has taken place.

The Contracting Entity notes that the provisions of Section 36/A of Hungary's Act XCII of 2003 on the Rules of Taxation will apply to invoices submitted by the contractor and any subcontractors, as well as to the payment of such invoices.

**37 Non-conformance**

- a) 10 percent of the service provider's average daily rate for each of the first 10 calendar days of delay and
- b) 20 percent of the service provider's average daily rate for every additional day of delay, but not exceeding 5 percent of the cap fee for all man days and Missions for year 2012 pursuant to section IX.1 of service agreement

**38 Delay of performance**

- a) 10 percent of the service provider's average daily rate for each of the first 10 calendar days of delay and
- b) 20 percent of the service provider's average daily rate for every additional day of delay, but not exceeding 10 percent of the cap fee for all man days and missions for year 2012 pursuant to section IX.1 of service agreement.

**39 Liquidated damages for frustration of contract**

10 % of the cap fee for all man days and missions for year 2012 pursuant to section IX.1 of service agreement