

Ministry of Foreign Affairs of the Republic of Hungary

## TENDER DOCUMENTATION

*for the simple public procurement procedure in the subject of  
“the completion of the integrated presidency training required  
for the performance of the tasks of the Presidency by the  
members of the Presidency Team participating directly in the  
Hungarian Presidency of the Council of the European Union”*

*Budapest, July 2010*

## I. INVITATION TO TENDER OF SIMPLE PUBLIC PROCUREMENT PROCEDURE

Public works	<input type="checkbox"/>
Public supply	<input type="checkbox"/>
Public services	<input checked="" type="checkbox"/>
Public works concession	<input type="checkbox"/>
Service concession	<input type="checkbox"/>

### SECTION I: CONTRACTING AUTHORITY

#### I.1) NAME, ADDRESS AND CONTACT POINT(S)

<b>Official name:</b> Ministry of Foreign Affairs of the Republic of Hungary		
<b>Postal address:</b> Bem rkp. 47.		
<b>Town/Village:</b> Budapest	<b>Postal Code:</b> 1027	<b>Country:</b> Hungary
<b>Contact point(s): -</b> Public Procurement Unit	<b>Telephone:</b> 458-1143	
<b>E-mail:</b> ko@kum.hu	<b>Fax:</b> 458-1544	
<b>Internet address(es) (if applicable)</b> General address of the contracting entity (URL): <a href="http://www.kulugyminiszterium.hu/kum/en/bal/">http://www.kulugyminiszterium.hu/kum/en/bal/</a> Address of the buyer profile (URL):-		

Further information can be obtained at the following address: <input type="checkbox"/> As in the abovementioned point(s) <input checked="" type="checkbox"/> Other: <i>please complete Annex A.I</i>
Documentation can be obtained at the following address: <input type="checkbox"/> As in the abovementioned point(s) <input checked="" type="checkbox"/> Other: <i>please complete Annex A.II</i>
The tenders must be sent to: <input type="checkbox"/> As in the abovementioned point(s) <input checked="" type="checkbox"/> Other: <i>please complete Annex A.III</i>

#### I.2) TYPE OF THE CONTRACTING AUTHORITY

Central authority <input checked="" type="checkbox"/>	Public services <input type="checkbox"/>
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Regional or local authority <input type="checkbox"/>	Subsidiarised entity [Kbt. <sup>1</sup> 241. § b)–c) point] <input type="checkbox"/>
Body governed by public law <input type="checkbox"/>	Other <input type="checkbox"/>

### I.3.) MAIN ACTIVITY OR ACTIVITIES OF THE CONTRACTING AUTHORITY

#### I.3.1) IN CASE OF A CONTRACTING AUTHORITY AS PER CHAPTER VI

<input type="checkbox"/> General public services	<input type="checkbox"/> Housing and community amenities
<input type="checkbox"/> Defence	<input type="checkbox"/> Social protection
<input type="checkbox"/> Public order and safety	<input type="checkbox"/> Recreation, culture and religion
<input type="checkbox"/> Environmental protection	<input type="checkbox"/> Education
<input type="checkbox"/> Economic and financial affairs	<input checked="" type="checkbox"/> Other ( <i>please specify</i> ): Collaborates in the determination of foreign policy, harmonises the realisation of the foreign policy and foreign economy interests of the Republic of Hungary, operates the foreign missions of the Republic of Hungary.
<input type="checkbox"/> Public health	

#### I.3.2) IN CASE OF A CONTRACTING AUTHORITY AS PER CHAPTER VII

<input type="checkbox"/> Water [Kbt. 163. § paragraph (1) point a)]	<input type="checkbox"/> Electricity [Kbt. 163. § paragraph (1) point a)]
<input type="checkbox"/> Production, transport and distribution of gas and heat [Kbt. 163. § paragraph (1) point a) ]	<input type="checkbox"/> Exploration and extraction of gas and oil [Kbt. 163. § paragraph (1) bek. point ba)]
<input type="checkbox"/> Exploration and extraction of coal and other solid fuels [Kbt. 163. § paragraph (1) point ba)]	<input type="checkbox"/> Railway services [Kbt. 163. § paragraph (1) point c)]
<input type="checkbox"/> Urban railway, tramway, trolleybus or bus services [Kbt. 163. § paragraph (1) point c)]	<input type="checkbox"/> Airport-related services [Kbt. 163. § paragraph (1) point bb)]
<input type="checkbox"/> Port-related services [Kbt. 163. § paragraph (1) point bb)]	<input type="checkbox"/> Postal services [Kbt. 163. § paragraph (1) point d)]

I. 4.) The contracting authority is purchasing on behalf of other contracting authorities  
yes  no [X]

## SECTION II: OBJECT OF THE CONTRACT

<sup>1</sup> Abbreviation of the Hungarian Act CXXIX of 2003.

## II.1) DESCRIPTION

<b>II.1.1) Title attributed to the contract by the Contracting authority</b> “The completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian Presidency of the Council of the European Union”		
<b>II.1.2) Type of contract and location of works, place of delivery or of performance</b> (Choose one category only - works, supplies or services - which corresponds most to the specific object of your contract or purchase(s))		
<b>a) Works</b> <input type="checkbox"/>	<b>b) Supplies</b> <input type="checkbox"/>	<b>c) Services</b> <input checked="" type="checkbox"/>
Execution <input type="checkbox"/> Design and execution <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities <input type="checkbox"/> Public works concession <input type="checkbox"/>	Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Hire purchase <input type="checkbox"/> A combination of these/Other <input type="checkbox"/>	Service category 24 <i>(For service categories 1–27 please see Annex 3 and 4 to Kbt.)</i> Service concession <input type="checkbox"/>
Main site or location of works  NUTS code <input type="text"/>	Main place of delivery  NUTS code <input type="text"/>	Main place of performance Hungary NUTS code HU 101
<b>II.1.3) The notice involves</b> A public contract <input checked="" type="checkbox"/> The setting up of a dynamic procurement system (DPS) <input type="checkbox"/> The establishment of a framework agreement <input type="checkbox"/>		
<b>II.1.4) Information on framework agreement (if applicable)</b>		
Framework agreement with several operators <input type="checkbox"/> Number <input type="text"/> or, if applicable, maximum number <input type="text"/> of participants to the framework agreement envisaged	Framework agreement a single operator <input type="checkbox"/>	
<b>Duration of the framework agreement:</b> Duration in year(s): <input type="text"/> or month(s): <input type="text"/> Justification for a framework agreement if the duration exceeds four years:		
<b>Estimated total value of purchases for the entire duration of the framework agreement (if applicable: give figures only):</b> Frequency and value of the contracts to be awarded (if known):		
<b>II.1.5) Short description of the contract or purchase(s):</b> Framework Services Contract concerning the lot or lots undertaken in respect of the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian Presidency of the Council of the European Union. The aim of the public procurement is to provide integrated presidency training for those participating in the implementation of the Hungarian Presidency of the Council of the European Union in the first half of 2011 (hereinafter: Presidency Team), involving practical training based on presidency tasks.		

Information on the lots is to be found in ANNEX B.		
<b>II.1.6) Common Procurement Vocabulary (CPV)</b>		
	<b>Main vocabulary</b>	<b>Supplementary vocabulary (if applicable)</b>
<b>Main object</b>	80400000-8	□□□□-□ □□□□-□
<b>Other object(s)</b>	80580000-3	□□□□-□ □□□□-□
<b>II.1.7) Division into lots</b> (for information about lots, use Annex B as many times as there are lots)    yes <input checked="" type="checkbox"/> no <input type="checkbox"/>		
If yes, tenders should be submitted for (tick one box only):		
one lot only	<input type="checkbox"/>	one or more lots <input type="checkbox"/> all lots <input checked="" type="checkbox"/>
<b>II.1.8.) Variants will be accepted</b> yes <input type="checkbox"/> no <input checked="" type="checkbox"/>		

**II. 2) QUANTITY OR SCOPE OF THE CONTRACT**

<p><b>II.2.1) Total quantity or scope</b> (including all lots and options, if applicable)</p> <p>The integrated presidency training for those participating in the implementation of the Hungarian Presidency of the Council of the European Union in the first half of 2011 (hereinafter: Presidency Team), involving practical training based on presidency tasks is to consist of a maximum of 130 seminars, the precise amount of which per lot is contained in Appendix B.</p> <p>The number of people included in the Presidency Team is adjusted to the Presidency tasks. The target groups of the lots announced in the present documentation are determined on the basis of the Presidency tasks. The number of participants in the individual lots varies depending on the determination of the target groups, according to that detailed in the technical documentation connected to the call for competition. During the training it is possible to perform individual lots, in accordance with that detailed in appendix “B” of the call for competition or in the related technical documentation.</p>
<p><b>II.2.2) Options</b> (if applicable)    yes <input type="checkbox"/>    no <input checked="" type="checkbox"/></p> <p>If yes, description of these options:  <i>If known</i>, provisional timetable for recourse to these options:  in months: □□    or    in days: □□□□ (from the award of the contract)</p> <p>Number of possible renewals (if any): □□□    or    Range: between □□□ and □□□ :</p> <p><i>If known</i>, in the case of renewable supplies or service contracts, estimated time-frame for subsequent contracts:  in months: □□    or    in days: □□□□ (from the award of the contract)</p>

**II.3) DURATION OR TERMINATION OF THE CONTRACT OR TIME LIMIT FOR COMPLETION**

<p>Duration in months: □□    or    in days: □□□□ (after the award of the contract)</p> <p>or starting (day/month/year)</p>
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completion 31/12/2010 (day/month/year)

### **SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION**

#### **III.1) CONDITIONS RELATING TO THE CONTRACT**

##### **III.1.1) Deposits and guarantees requires *(if applicable)***

The contracting authority prescribes a penalty to be imposed in the case of late performance, faulty performance or failed performance in accordance with that stated in the documentation. On the basis of article 53 (6) b) of the Kbt. the contracting authority requests that a performance bond be submitted, the details of which are contained in the tender documentation – depending on its concrete form.

##### **III.1.2) Major financing conditions and payment arrangements and/or reference to the relevant provisions regulating them**

The procurement is realised from European Union sources, to the debit of the State Reform Operative Program (ÁROP), in the scope of the project entitled “Human Resources Management in Central Public Administration”, identification number: ÁROP-2.2.5-2008-0001.

The winning tenderers can submit 1 partial invoice and 1 final invoice according to the following schedule:

1. The tenderer may issue its 1st partial invoice for an amount equal to the price for the certified training realised until 31 October 2010.
2. The tenderer may issue the final invoice after finishing the training when due and following monitoring, for an amount equal to the gross price of the certified training realised until 31 December 2010.

The optional reduction by 15% determined in respect of the individual lots relates to the number of seminars. The contracting authority reserves the right to reduce the amount of service determined in the lots by 15%. The tenderer may submit the issued invoices depending on performance, suiting the deadlines determined with respect to submitting partial invoices.

The contracting authority is in possession of the financial cover ensuring the performance of the contract. In accordance with the project Support Contract, the fee (instalment) exceeding 1 million HUF is paid by the Cooperating Organisation onto the Contractor’s bank account, within a 60-day deferred payment deadline after the complete and perfect payment request of the Client as Beneficiary is received by the Cooperation Organisation (VÁTI Kft.). Invoices of fees not exceeding 1 million HUF are settled by the Client. Furthermore Contractor understands that the Cooperating Organisation (VÁTI Kft.) may call upon the Client as Beneficiary to submit missing data in connection with the payment request. The payment of fees exceeding 1 million HUF is arranged through the Cooperation Organisation independent of the Parties. The term needed by the Client as Beneficiary for submitting missing data shall not be included in the payment deadline. Client is entitled to submit a payment request, if the amount of support requested – in the case of subsequently financed invoices – is more than 2% of the support granted. A request, that contains invoices on supplier financing or a request, that contains subsequently financed invoices and invoices of supplier financing can be submitted only in case its value is above 1 million HUF. Two invoices must be issued on the price (instalments) in a distribution of 58-42 in compliance with the rules, with respect to the fact that 58% of the entire budget of the project is financed from the 2nd priority of ÁROP and 42 % from the 3rd priority of ÁROP, and the payment request must be issued per

priority.

The stipulations contained in Article 305 of Act CXXIX of 2003 on public procurements (hereinafter: Kbt.) and in the draft contract attached to the tender documentation are governing with respect to the settlement of invoices.

**III.1.3) Legal form to be taken by the grouping of economic operators to whom the contract is to be awarded** *(if applicable)*

No such obligation.

**III.1.4) Other particular conditions to which the performance of the contract is subject**

*(if applicable)*

yes  no

If yes, description of particular conditions

**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 requirements are met:

Grounds for exclusion:

- A tenderer, subcontractor or supplier of resources according to Article 71 Paragraph (1) point c) of the Kbt. against whom any of the grounds of exclusion stated in Article 60 Paragraph (1) and in Article 61 Paragraph (1) point d) – e) of the Kbt. prevails, is not allowed to take part in the procedure.
- A tenderer, a subcontractor proposed to be contracted for a value in excess of ten per cent of the value of the contract, or a supplier of resources according to Article 71 Paragraph (1) point c) of the Kbt. against whom any of the grounds of exclusion stated in Article 61 Paragraph (1) point a) – c) of the Kbt. prevails, is not allowed to take part in the procedure.
- A tenderer, a subcontractor proposed to be contracted for a value in excess of ten per cent of the value of the contract, or a supplier of resources according to Article 71 Paragraph (1) point c) of the Kbt. against whom any of the grounds of exclusion stated in Article 62 Paragraph (1) of the Kbt. arises during the procedure, is not allowed to take part in the procedure.

Required method of attestation:

- A tenderer, a subcontractor proposed to be contracted for a value in excess of ten per cent of the value of the contract, or a supplier of resources according to Article 71 Paragraph (1) point c) of the Kbt. shall attest the non-existence of the grounds of exclusion stated above according to the Guide of the Public Procurement Council issued on the 23<sup>rd</sup> of September, 2009 according to Article 249 Paragraph (3) of the Kbt.

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

<p>The data necessary for the evaluation of suitability and the required method of attestation:</p> <p>On the basis of article 71. § (1) b) of the Kbt. in their proposal tenderers and their subcontractors in excess of 10% should present</p> <p>On the basis of article 66 (1) a) of the Kbt. the declaration of all account-holding financial institutions of the tenderer and subcontractors employed in excess of 10% – dated no earlier than 60 days before the date of the application deadline – with the following content:</p> <ul style="list-style-type: none"> <li>- since when has the account been held,</li> <li>- whether any items have had to wait for payment on its account in the 12 months previous to the date of issue of the declaration of the financial institution.</li> </ul> <p>Suitability may also be certified in accordance with article 65 (3)-(4) of the Kbt.</p>	<p>Minimum level(s) of standards possibly required</p> <p>On the basis of article 71. § (1) b) of the Kbt. the tenderer and its subcontractor to be employed to an extent in excess of 10% of the value of the public procurement, and joint tenderers are regarded suitable, if</p> <p>Tenderers and their subcontractors to be employed to an extent in excess of 10% of the value of the value of the public acquisition as well as joint tenderers are suitable for participation if on the basis of the declaration of the financial institutions it can be determined that no items had to wait for payment on any accounts held at any financial institution during the 12 months previous to the date of issue of the declaration of the financial institution.</p> <p>The tenderer and subcontractors in excess of 10% must comply with this suitability condition separately.</p>
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### **III.2.3) Technical and professional suitability**

<p>The data necessary for the evaluation of suitability and the required method of attestation:</p> <p>On the basis of article 71. § (1) b) of the Kbt. in their proposal tenderers and their subcontractors in excess of 10% should present</p> <p>1. On the basis of article 67 (3) a) tenderers and subcontractors in excess of 10% should present their most significant performances relating to the period of past 36 months reckoned from date of submission the proposal in the same subject (presidency training) as that of the public procurement during the three years previous to the date of submittal of the application in the way prescribed in article 68 (1) of the Kbt. (reference certification or reference declaration attached) including the following content:</p>	<p>Minimum level(s) of standards possibly required:</p> <p>On the basis of article 71. § (1) b) of the Kbt. the tenderer and its subcontractor to be employed to an extent in excess of 10% of the value of the public procurement, and joint tenderers are regarded suitable, if</p> <p>1. together they have references relating to the period of past 36 months project performed for a member state preparing for performing presidency tasks, according to which in the course of presidency training at least 100 persons took part in the training organised and realised by it, or it provided at least 10 seminars. The subject of the reference must be the same topic as the subject of the present public procurement (presidency training). It is not necessary that the reference</p>
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<ul style="list-style-type: none"> <li>- the date of performance,</li> <li>- the name of the other party concluding the contract (name of organisation, name, tel./fax number of person issuing reference),</li> <li>- number of persons participating in the training or the number of seminars</li> <li>- the detailed subject of the service,</li> <li>- the amount paid or other data relating to the amount of services performed earlier</li> <li>- declaration in accordance with article 68 (1) of the Kbt. that the performance took place in accordance with the contract and the prescriptions.</li> </ul> <p>2. On the basis of article 67 (3) d) of the Kbt tenderers and their subcontractors in excess of 10% should present the name of the instructors and attach their curricula vitae (which also details information relating to the English and/or French language knowledge of the instructor; their higher education qualifications and their professional experiences that they have participated in the presidency preparations of a member state preparing to perform the presidency tasks during 2007-2009 or they have acquired experience in the performance of presidency tasks as member state officials representing his/her own member state in the Presidency of the Council of the European Union or that he/she has worked in a European Union institution as a Union official (e.g. General Secretariat of the Council of the European Union, European Commission, European Parliament) during 2004-2009.</p> <p>With respect to the specialists to be involved in the performance the tenderers must declare that the named instructors are intent to participate in the Hungarian EU-presidency training.</p> <p>With respect to the specialists to be involved in the performance the contracting authority will also accept specialists in the employment of the tenderer</p>	<p>complies with the subject of the relevant part of the tender.</p> <p>2. The tenderer and its subcontractor to be employed to an extent in excess of 10% of the value of the public procurement, and joint tenderers are regarded suitable, if in respect of specialists to be employed during performance, they have the following specialists:</p> <ul style="list-style-type: none"> <li>- in case of applying for one lot at least 2 persons with higher education qualifications and fluent English and/or French language knowledge having at least 3 years of experience, who took part in the presidency training provided for a member state preparing for the performance of presidency tasks during the years 2007-2009; or who performed presidency tasks as a member state official in representation of his/her own member state in the presidency of the Council of the European Union or worked as a European Union official in a European Union institute (e.g.: General Secretariat of the Council of the European Union, European Commission, European Parliament) during the years 2004-2009.</li> <li>- in case of applying two or more lots at least 5 persons with higher education qualifications and fluent English and/or French language knowledge having at least 3 years of experience, who took part in the presidency training provided for a member state preparing for the performance of presidency tasks during the years 2007-2009; or who</li> </ul>
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<p>or subcontractor above 10% or in other legal relation for the purpose of performing work. Suitability may also be certified in accordance with article 65 (3)-(4) of the Kbt.</p> <p>If a specialist is replaced or the tenderer wishes to involve further persons in the performance over and above the designated number, then the new specialist(s) must also comply with the above professional requirements.</p> <p>3. The tenderer and its subcontractor employed for more than 10% of the contract value must state the name of the persons performing project administration.</p>	<p>performed presidency tasks as a member state official in representation of his/her own member state in the presidency of the Council of the European Union or worked as a European Union official in a European Union institute (e.g.: General Secretariat of the Council of the European Union, European Commission, European Parliament) during the years 2004-2009.</p> <p>3. The tenderer and its subcontractor to be employed to an extent in excess of 10% of the value of the public procurement, and joint tenderers are regarded suitable, if they have at least 1 project administrator. The project administrator may not be involved in other position.</p>
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<b>III.2.4) Reserved contracts</b>	
The contract is restricted to sheltered workshops	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
The contract is reserved on the basis of Article 253 of the Kbt.	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>

### III. 3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

<b>III.3.1) Execution of the service is reserved to a particular profession</b>	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
If yes, then the reference to the relevant law, regulation or administrative provision:	

## SECTION IV: PROCEDURE

### IV.1) TYPE OF PROCEDURE

<b>IV.1.1) On the basis of the chapter VI of the Kbt. the type of procedure</b>	
Open procedure	<input type="checkbox"/>
Negotiated	<input checked="" type="checkbox"/>
<b>IV.1.2) On the basis of the chapter VII of the Kbt. the type of procedure</b>	
Open procedure	<input type="checkbox"/>
Negotiated	<input type="checkbox"/>

### IV. 2) AWARD CRITERIA

<b>IV.2.1) Award criteria</b> <i>(please tick the relevant box(es))</i>
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<b>Lowest price</b> <input type="checkbox"/>			
<i>or</i>			
<b>The most economically advantageous tender in terms of</b> <input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> the criteria stated below <i>(the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)</i>			
<b>Criteria</b>	<b>Weighting</b>	<b>Criteria</b>	<b>Weighting</b>
1. Unit price per day in the case of training located in Budapest (net HUF / seminar)	40		
2. Price of further days in the case of training located in Budapest (%)	8		
3. Unit price per day in the case of training located in Brussels (net HUF / seminar)	10		
4. Price of further days in the case of training located in Brussels (%)	2		
5. Suitability of the training program and study materials described in the tender	30		
6. Training and training organisation strategy, suitability of the time schedule	10		
<b>IV.2.2) An electronic auction will be used</b> <span style="float: right;">yes <input type="checkbox"/> no <input checked="" type="checkbox"/></span>			
<b>If yes,</b> additional information about electronic auction <i>(if appropriate)</i>			

### IV.3) ADMINISTRATIVE INFORMATION

<b>IV.3.1) File reference number attributed by the Contracting authority</b> <i>(if applicable):</i> -	
<b>IV.3.2) Previous publications concerning the same contract</b> <span style="float: right;">yes <input checked="" type="checkbox"/> no <input type="checkbox"/></span>	
<b>If yes,</b>	
Prior information notice <input type="checkbox"/> Notice on a buyer profile <input type="checkbox"/>	
Notice Number in KÉ: □□□□□/□□□□ (KÉ number/year)	
Date of publication of advertisement □□□□/□□/□□ (day/month/year)	
Other previous publication <i>(if applicable)</i> <input type="checkbox"/>	
Notice Number in KÉ: 30633/2009 (KÉ number/year)	
Date of publication of advertisement: 2010/01/11 (day/month/year)	

<b>IV.3.3) Conditions for obtaining documents</b> <i>(if applicable)</i>	
<b>Time-limit for receipt of requests for documents or for accessing documents</b>	
Date: 2010/08/10 ..... (year/month/day)	Time: 10.00
<b>Payable documents</b>	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
<b>If yes, price</b> <i>(give figures only)</i> :	Currency:
<b>IV.3.4) Time-limit for receipt of tenders</b>	
Date: 2010/08/10..... (year/month/day)	Time: 10.00
<b>IV.3.5) Language(s) in which tenders or requests to participate may be drawn up</b>	
ES CS DA DE ET EL EN FR IT LV LT HU MT NL PL PT SK SL FI SV	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Other:</b>	
<b>IV.3.6) Minimum time frame during which the tenderer must maintain the tender</b> <i>(open procedure)</i>	
Until <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> (day month/year)	
or duration in month(s): <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> or in day(s): <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <i>(From the date stated for receipt of tender)</i>	
<b>IV.3.7) Conditions for opening tenders</b>	
Date: 2010/08/10..... (year/month/day)	Time: 10.00.....
Place <i>(if applicable)</i> : OKFON Közbeszerzési és Szolgáltatási Zrt. 1139 Budapest, Gömb u. 33. meeting room of the I. st floor	
Persons authorised to be present at the opening of tenders <i>(if applicable)</i>	
Persons named on the basis of Article 80 Paragraph (2) of the Kbt.	

**SECTION V: COMPLEMENTARY INFORMATION**

<b>V.1) This is a recurrent procurement</b> <i>(if applicable)</i>	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
If yes, estimated time for further notices to be published:	
<b>V.2) Contract related to a project and/or program by Community funds</b>	
	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
<b>If yes</b> , reference to project(s) and/or programs or any other reference that can be used:	
The procurement is realised from European Union sources, to the debit of the State Reform Operative Programme (ÁROP), in the scope of the project entitled “Human Resources Management in Central Public Administration”, identification number: ÁROP-2.2.5-2008-0001.	
On the basis of Article 48 Paragraph (3) of the Kbt. we call the tenderers’ attention to that the	

project is realised from European Union support.

**V.3) Additional information** *(if applicable)*

V.3.1) The date of the announcement of the result of the award procedure: 10:00 a.m. on 30<sup>th</sup> August 2010 at OKFON Közbeszerzési és Szolgáltatási ZRt.'s premises (1139 Budapest, Gömb utca 33.), in the meeting room on the 1st floor.

V.3.2) The date of contracting: 20<sup>th</sup> September 2010

V.3.3) Rules of the procedure:

V.3.4.1) Is the purchase or reception of the documentation a condition to participate in the tender? (if relevant)

yes  no

V.3.4.2) Further information regarding the reception of the documents: (if relevant)

The Contracting authority makes the tender documentation available to the tenderer by electronically from the date of launching the invitation to tender.

The condition of sending the tender documentation is that the tenderer gives the following data in writing at the time of requiring or receiving the documentation: name and address of company, telephone and fax number, exact e-mail address, name and direct telephone number of contact person and (if exists) EU tax number. The documentation shall be required at the contact point designated Appendix A point II.

V.3.5.1) In the case of the criteria of selecting the most advantageous tender overall, the bottom and top limit of the number of points that can be awarded in the course of evaluating the content elements of the tenders per sub-criterion: 1-10 points.

V.3.5.2) Description of the method (methods) used by the Contracting authority to determine the number of points between the point limits: In the case of sub-criteria 1-4, the Contracting authority compares the individual tenders using the method of proportionate values. In the case of sub-criteria 5-6, the Contracting authority compares the individual tenders using the method of ranking, as described in the tender documentation.

V.6) Does the Contracting authority determine a stricter aspect as compared to the aspects of qualification forming a condition of being registered in the official list of qualified tenderers in the points III.2.2) and III.2.3) ?

yes  no

V.7) Further information:

- 1) During the evaluation of proposals the correction of deficiencies of the evaluation criterion is not possible..
- 2) The certifications may be submitted in simple photocopy as per article 20 (3) of Kbt.
- 3) Tenderers, subcontractors exceed 10% of the value of procurement and organization

provide resources shall attach the certificate of registration dated not earlier than 40 days reckoned from the deadline for submitting the proposal and the copy of specimen of signature. The Contracting authority will accept all kind of document, which is equivalent to the specimen of signature in the content or such copy of deed the signature can be seen on.

- 4) If there is any amendment, which has not been judged then the copy of request for change registration shall be attached to the proposal.
- 5) On the basis of article 70 (2) tenderer shall make a declaration relating to the conditions of the call for competition, the performance of the contract and the financial consideration requested according to the sample of tender documentation as well as shall declare that in the case of winning, in order to perform the contract concluded on the basis of this public procurement procedure, as an obligation relating to ourselves in our contracts based on this contract, we undertake to assert the prescriptions set out in article 305 (1)-(3) and article 306/A (1) and (5).
- 6) On the basis of article 71 (1) of Kbt. tenderer shall indicate the following per lots
  - a) the part(s) of the public procurement for what the tenderer intends to employ a subcontractor to an extent in excess of 10% of the value of the public procurement
  - b) the part(s) of the public procurement for what the tenderer intends to employ subcontractor to an extent in excess of 10% of the value of the public procurement and the name of subcontractor(s) and
  - c) organisation(s) provide resources for the tenderer.
- 7) Tenderer shall declare on the article 71 (3) of Kbt.
- 8) On the basis of article 55 (3) of Kbt. the tenderer shall be informed about the obligations relation to the employee protection provision and to working conditions which are in force at the site of implementation and which shall be applicable. On the basis of article 72 the tenderer shall declare relating to the above mentioned obligation per lot.
- 9) Tenderer shall attach a declaration on the basis of Act XXXIV of 2004 on small and medium-sized enterprises, if the tenderer is regarded as a micro, small or medium-sized enterprise.
- 10) On the basis of article 251 (3) of Kbt. the Contracting authority confirms that the regulations not listed in article 250 (3) will not be applied during the procedure.
- 11) In case of article 91 (2) of Kbt the Contracting authority will make the contract with the second best tenderer, if it is announced.
- 12) Proposals can be submitted between 8-16 on working days, between 8-12 on Friday and between 8-10 on the day of deadline for submitting of proposals at the address given in Annex A point III of invitation to tender.
- 13) In case of personal submission of the proposal the tenderer shall consider that entering into the building or office indicated in point I.1 may take up 5-10 minutes. The Contracting authority considers the proposals submitted in due time if they will be submitted at the place indicated in annex no III of invitation to tender.
- 14) Proposals sent by post or courier will be considered as submitted in due time if they will be received by the Contracting authority at the place given in annex A point III of invitation to

tender till the deadline for submission the proposal. The tenderer bears all risk of delivery, forward, loss and delay of proposal

- 15) The language of the procedure is Hungarian or English, so if the documents to be submitted are not in Hungarian or in English, their translation into Hungarian or English must also be attached to the application for participation (no attested translation is needed).
- 16) Questions not regulated in the invitation to tender will be awarded according to the Act on Public Procurement.
- 17) The invitation to tender will be available in English language on the website [www.kulugyminiszterium.hu](http://www.kulugyminiszterium.hu) from the date of launching the tender.
- 18) The Contracting authority negotiates with the tenderers per company, in the same order as the tenders are submitted, separately. On the basis of article 128 of the Kbt. after the first negotiation the Contracting authority holds further negotiations, about the date and location of which it informs the tenderers. The minutes of all negotiations will be drawn up. During the negotiation(s) the Contracting authority intends to negotiate about the realisation of the technical-professional content, the time frame of the schedule, the terms of contract and the amount of financial consideration. The process of the negotiations is determined by the Contracting authority. Modified tenders can only be submitted after requested by the Contracting authority, in the phase and as determined by the Contracting authority. The Contracting authority will inform the tenderers about the date of concluding the negotiations. During the negotiations the tenderer must be represented by a person authorised to make statements and undertake obligations on behalf of the tenderer. The date of the first negotiations: 19<sup>th</sup> August 2010

**V.8) The date of publication of this announcement is: 16/07/2010**

## ANNEX A

### Additional addresses and contact points

#### I) Addresses and contact points from which further information can be obtained

Official name: Okfon Közbeszerzési és Szolgáltatási Zrt.		
Mailing address: Gömb utca 33.		
Town/Village: Budapest	Postcode: 1139	Country: Hungary
Contact point(s): Mariann Urbán Addressee: Mariann Urbán		Telephone number: +36-1-412-24-66
E-mail: urban.mariann@okfon.hu		Fax: +36-1-412-24-69
Internet address (URL):		

#### II) Addresses and contact points from which specifications and additional documents (including documents for competitive dialogue as well as a dynamic purchasing system) can be obtained

Official name: Okfon Közbeszerzési és Szolgáltatási Zrt.		
Mailing address: Gömb utca 33.		
Town/Village: Budapest	Postcode: 1139	Country: Hungary
Contact point(s): Mariann Urbán Addressee: Mariann Urbán		Telephone number: +36-1-412-24-66
E-mail: urban.mariann@okfon.hu		Fax: +36-1-412-24-69
Internet address (URL):		

#### III) Addresses and contact points to which tenders/applications for participation must be sent

Official name: Okfon Közbeszerzési és Szolgáltatási Zrt.		
Mailing address: Gömb utca 33. Meeting room no. I.		
Town/Village: Budapest	Postcode: 1139	Country: Hungary
Contact point(s): Mariann Urbán Addressee: Mariann Urbán		Telephone number: +36-1-412-24-66
E-mail: urban.mariann@okfon.hu		Fax: +36-1-412-24-69
Internet address (URL):		

## ANNEX B

### Information about lots

#### Lot no.: 1.

definition: Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union

1) Definition of the lot Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity  10 seminars -15% (rounded up to a whole number), in English  If known, the estimated value without VAT (only in figures): <span style="float: right;">Currency:</span>  OR between: <span style="margin-left: 100px;">and</span> <span style="margin-left: 100px;">Currency:</span>		
4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date <span style="margin-left: 50px;">(day/month/year)</span> completion date <span style="margin-left: 50px;">31/12/2010</span> (day/month/year)		
5) Further information about the lots		

#### Lot no.: 2.

definition: Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment

1) Definition of the lot Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		

3) Quantity	
10 seminars -15% (rounded up to a whole number), in English	
If known, the estimated value without VAT (only in figures):	Currency:
OR between:	and Currency:
4) Indication about different date for duration of contract or starting/ completion (if applicable)	
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)	
OR: starting date	(day/month/year)
completion date	31/12/2010 (day/month/year)
5) Further information about the lots	

**Lot no.: 3.**

definition: Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment

1) Definition of the lot		
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity		
10 seminars -15% (rounded up to a whole number), in English		
If known, the estimated value without VAT (only in figures):	Currency:	
OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/ completion (if applicable)		
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)		
OR: starting date	(day/month/year)	
completion date	31/12/2010 (day/month/year)	
5) Further information about the parts		

**Lot no.: 4.**

definition: Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment

1) Definition of the lot Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in European Union environment		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity  10 seminars -15% (rounded up to a whole number), in French  If known, the estimated value without VAT (only in figures): Currency:  OR between: and Currency:		
4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date (day/month/year) completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 5.**

definition: Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament

1) Definition of the lot Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity  10 seminars -15% (rounded up to a whole number), in English  If known, the estimated value without VAT (only in figures): Currency:		

OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date (day/month/year) completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 6.**

definition: Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament

1) Definition of the lot Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity  10 seminars -15% (rounded up to a whole number), in English  If known, the estimated value without VAT (only in figures): Currency:		
OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date (day/month/year) completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 7.**

definition: Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament

1) Definition of the lot Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between
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the Council and the European Parliament		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity		
10 seminars -15% (rounded up to a whole number), in English		
If known, the estimated value without VAT (only in figures):		Currency:
OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable)		
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)		
OR: starting date (day/month/year)		
completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 8.**

definition: Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament

1) Definition of the lot		
Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity		
10 seminars -15% (rounded up to a whole number), in French		
If known, the estimated value without VAT (only in figures):		Currency:
OR between:	and	Currency:

4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date (day/month/year) completion date 31/12/2010 (day/month/year)
5) Further information about the lots

**Lot no.: 9.**

definition: Seminar: Handling and compilation of Council documents

1) Definition of the lot Seminar: Handling and compilation of Council documents		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity  10 seminars -15% (rounded up to a whole number), in English  If known, the estimated value without VAT (only in figures): Currency: OR between: and Currency:		
4) Indication about different date for duration of contract or starting/completion (if applicable) Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract) OR: starting date (day/month/year) completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 10.**

definition: Seminar: Handling and compilation of Council documents

1) Definition of the lot Seminar: Handling and compilation of Council documents		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		

3) Quantity	
10 seminars -15% (rounded up to a whole number), in English	
If known, the estimated value without VAT (only in figures):	Currency:
OR between:	and Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable)	
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)	
OR: starting date (day/month/year)	
completion date 31/12/2010 (day/month/year)	
5) Further information about the lots	

**Lot no.: 11.**

definition: Seminar: Handling and compilation of Council documents

1) Definition of the lot		
Seminar: Handling and compilation of Council documents		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity		
5 seminars -15% (rounded up to a whole number), in French		
If known, the estimated value without VAT (only in figures):		Currency:
OR between:		and Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable)		
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)		
OR: starting date (day/month/year)		
completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 12.**

definition: Seminar: Use of European Union jargon when swapping between English and French during participation and chairing in the working groups of the Council

1) Definition of the lot
Seminar: Use of European Union jargon when swapping between English and French during participation and chairing in the working groups of the Council

2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80580000-3	
Other subjects		
3) Quantity		
A total number of 15 seminars -15% (rounded up to a whole number)		
If known, the estimated value without VAT (only in figures):		Currency:
OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable)		
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)		
OR: starting date (day/month/year)		
completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

**Lot no.: 13.**

definition: Seminar: Practical training relating to the Council of the European Union and Council meetings

1) Definition of the lot		
Seminar: Practical training relating to the Council of the European Union and Council meetings		
2) Common Public procurement Vocabulary (CPV)		
	Main vocabulary	Supplementary vocabulary (if relevant)
Main subject	80400000-8	
Other subjects		
3) Quantity		
A total number of 10 seminars -15% (rounded up to a whole number)		
If known, the estimated value without VAT (only in figures):		Currency:
OR between:	and	Currency:
4) Indication about different date for duration of contract or starting/completion (if applicable)		
Duration in months: <input type="checkbox"/> <input type="checkbox"/> or in days: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (after concluding the contract)		
OR: starting date (day/month/year)		
completion date 31/12/2010 (day/month/year)		
5) Further information about the lots		

## II. GUIDE TO DRAWING UP AND SUBMITTING TENDERS

### 1. THE PRESENTATION OF THE PROCEDURE

The public procurement procedure shall take place in accordance with the regulations of act CXXIX of 2003 on public procurement (hereinafter: Kbt.). The procurement – with respect to its value – belongs under the force of the procurement regime reaching the national value limit, therefore the procedural rules according to chapter VI of the Kbt. are to be applied.

The type of the procedure is a simple public procurement procedure with negotiation, during which the Contracting authority will hold negotiations with all Tenderers. After the negotiations have been held the Contracting authority will evaluate the final tenders on the basis of the information stated below. On the closing of the negotiations and the submittal of the final tenders the Tenderers will be obliged to maintain the validity of their tenders, which means that the final tender may not be amended even with the consent of the Contracting authority.

Only those parties may participate in the procedure to which the Contracting authority has sent the tender documentation or the tender documents have been downloaded after registration. The documentation may not be assigned to other parties and its content may not be published.

In accordance with article 70 (4) of the Kbt. a tenderer may not submit a joint tender with another tenderer in the same public procurement procedure - or regarding the same lot in case of possibility of bidding for parts -, nor may it participate in it as a subcontractor – to be employed to an extent in excess of ten percent of the value of the public procurement – furthermore, it may not provide resources for other tenderers. In the same public procurement procedure - or regarding the same lot in case of possibility of bidding for parts - a given party, organisation may not appear as a subcontractor employed to an extent in excess of ten percent of the value of the public procurement in the tender of more than one tenderer (joint tenderer) or as an organisation providing resources for more than one tenderer.

### 2. DRAWING UP THE TENDER AND ITS COSTS

- 2.1 The Tenderer shall be responsible for the submittal of the information requested to be in the tender, the tender may be declared invalid as a consequence of unsatisfactory provision of information. It is the responsibility of the Tenderer to acquire all the information required for the submittal of the tender in the time available and submit its tender in the knowledge of this.
- 2.2 The language of the procedure is Hungarian or English, therefore if the documents to be submitted are not in Hungarian or English, their translation into Hungarian or English must be attached to the tender (it is not necessary to submit attested translations). If the Contracting authority notices deviations between the non-Hungarian or non-English document and its translation in Hungarian or English, it shall be entitled to ask the Tenderer to supply an attested Hungarian or English translation when submitting missing

information. (On the basis of act C of 2001 on the recognition of foreign certificates and diplomas attested translations are those carried out by the Országos Fordító és Fordításhitelesítő Iroda (National Translation and Translation Attestation Office), by Hungarian foreign representation bodies and those attested by a Hungarian notary public.)

- 2.3 It is sufficient to submit all certifications as simple copies.
- 2.4 All costs occurring in connection with the preparation, drawing up and submittal of the tender are to be borne by the Tenderer.

### 3. DOCUMENTATION AND INFORMATION PROVISION

3.1 In the interest of suitable tenders being submitted the Contracting authority has drawn up and issued documentation for the tenderers. The documentation may not be assigned to other parties.

3.2 **The documentation contains:**

- **I. Tender invitation**
- **II. Guide** in connection with the drawing up and submittal of the tender;
- **III. Technical description;**
- **IV. Draft Contract;**
- **V. Appendix to be filled in and attached.**

3.3 The Tenderers may contact OKFON Zrt. **for supplementary information** up until **the 10<sup>th</sup> day** before the tender submittal deadline **in writing** (fax: 412-2469 and e-mail: urban.mariann@okfon.hu). OKFON Zrt. will send its reply to all Tenderers (by fax) or make its reply accessible to the Tenderers **6 days before** the tender submittal deadline at the latest. The replies given when providing supplementary information form parts of the call for competition and the documentation, these must be taken into consideration when submitting the tender.

Please send your written questions by e-mail (in Word form) or by e-mail and fax, in this way shortening the reply duration.

3.4 The Contracting authority provides **the possibility to provide missing information** according to article 83 of the Kbt., however, missing information may only be provided on one occasion with respect to any particular document. The Tenderer is also entitled to make up for the deficiencies not remarked upon by the Contracting authority up until the deadline given for this purpose.

When calling on the Tenderer to make up for deficient or missing documentation the Contracting authority lists the missing or deficient documents per Tenderer, furthermore it states the deadline for the performance of this, as well as the location and way it is to be

carried out. If the correction of the documentation is not carried out in accordance with that specified by the Contracting authority, the Contracting authority will not take the submitted documents into consideration during evaluation.

- 3.5 The Contracting authority has the possibility to request written information in the interest of **clarifying the content of statements in the tender that are not clear**. At the same time the other Tenderers will receive written notice of the fact of the request for information without the content of the request for information being communicated. Providing this information in an inappropriate way or with inappropriate content or failure to meet the deadline set shall involve the tender being declared invalid.
- 3.6 The Contracting authority will ask for explanations from the Tenderers in the case of whom it finds outstandingly low or high financial consideration. When requesting such explanations the Contracting authority will proceed in accordance with the stipulations contained in article 86 of the Kbt.
- 3.7 In accordance with article 55 (3) of the Kbt. Tenderers are obliged to acquire informations on the obligations concerning the requirements relating to the **protection of employees and working conditions** which are to be complied with at the place of performance throughout the life of the contract.
- Appropriate information are given - on demand - by the central - or their local - agencies defined in article 1 of the decree 1/2004. (I. 9.) of the Hungarian Labour Inspectorate:
- The local and regional inspectorates of the Hungarian Labour Inspectorate
  - The regional Capitancies of the National Agency of Mining and Geology
- Tenderers shall provide a declaration in their tenders whether during the tender the requirements relating to the protection of employees and working conditions, to the accessibility for disabled persons which are to be complied with at the place of performance were taken in consideration.

#### 4. DOCUMENTS TO BE SUBMITTED

The following documents are to be attached to the tender:

- 4.1 The **Project Fiche** according to appendix no. 1, which contains undertakings made with respect to the numerical evaluation aspects (tender price). When the tenders are opened it is this item of data that is presented, in harmony with the stipulations contained in article 80 (3) of the Kbt.
- 4.2 **Tender declaration** according to article 70 (2) of the Kbt. by filling in the sample according to appendix no. 2, in which the Tenderer makes a declaration relating to the conditions of the call for competition, the performance of the contract and the financial consideration requested.

4.3 The declaration on the **lack of reasons** for exclusion determined in articles 60-62 of the Kbt. according to appendix no. 3.

#### 4.4 **Certification of financial and economic suitability**

On the basis of article 66 (1) a) of the Kbt. the declaration of all account-holding financial institutions of the tenderer and subcontractors employed in excess of 10% – dated no earlier than 60 days before the date of the application deadline – with the following content:

- since when has the account been held,
- whether any items have had to wait for payment on its account in the 12 months previous to the date of issue of the declaration of the financial institution, if so when and for how long.

#### 4.5 **Certification of technical or professional suitability**

1. On the basis of article 67 (3) a) tenderers and subcontractors in excess of 10% should present their most significant performances in the same subject (presidency training) as that of the public procurement during the part 36 months reckoned from date of submission the proposal in the way prescribed in article 68 (1) of the Kbt. (reference certification or reference declaration attached) including the following content:

- the date of performance,
- the name of the other party concluding the contract (name of organisation, name, tel./fax number of person issuing reference),
- the detailed subject of the service,
- the amount paid or other data relating to the amount of services performed earlier (number of persons participating in the training or the number of seminars),
- declaration in accordance with article 68 (1) of the Kbt. that the performance took place in accordance with the contract and the prescriptions.

The sample of the reference certification is contained in appendix no. 4. The contracting authority also accepts letters of reference issued in other forms with the stipulation that they must contain all of the listed data at the minimum.

The references – as mentioned above – shall be concerned the subject of public procurement procedure (presidency training) and it is not required to be the same as the subject of the relevant part/lot of the tender.

2. On the basis of article 67 (3) d) of the Kbt. tenderers and their subcontractors in excess of 10% should present the name of the instructors and attach their curricula vitae which also contains information relating to the language knowledge, to the higher education qualifications of the instructor, and, furthermore, information relating to the professional experiences of the instructor on having participated in the presidency preparations of a

member state preparing to perform presidency tasks during 2007-2009 or on having acquired experience in the performance of presidency tasks as member state officials representing his/her own member state in the Presidency of the Council of the European Union or that he/she has worked in a European Union institution as a Union official (e.g. General Secretariat of the Council of the European Union, European Commission, European Parliament) during 2004-2009.

The template of CV is in appendix No. 5.

**In accordance with III.2.3) of the Call for Tender in case of bidding for 1 part at least 2 instructors, in case of bidding for 2 or more parts at least 5 instructors must be presented following the prescribed criteria.**

With respect to the instructors to be involved in the performance, Tenderers should declare that named instructors are intent to participate in the Hungarian EU-presidency training. The sample of declaration is contained in appendix no. 6.

With respect to the instructors to be involved in the performance the contracting authority will also accept instructors in the employment of the tenderer or subcontractor above 10% or in other legal relation for the purpose of performing work.

Suitability may also be certified in accordance with article 65 (3)-(4) of the Kbt.

If an instructor is replaced or the tenderer wishes to involve further persons in the performance over and above the designated number, then the new instructor(s) must also comply with the above professional requirements.

3. The tenderer and its subcontractor over 10% should name the person(s) performing the project administration.

#### 4.6 **Technical/professional proposal** with the detailed presentation of the following:

- The Tenderer must attach the proposed detailed training program, elaborated in accordance with the lot(s) and methodology relating to it as well as the list of sources used for this. Furthermore, the names of the instructors and lecturers to be involved in the given lot are also to be attached.
- The Tenderer must attach a proposed guideline, preliminary schedule in compliance with the part performance(s).
- The Tenderer must attach its concept established for the administration of the organisation of the instruction (project administrators, making up for missed seminars, substitution).

- The Tenderer must attach the procedure order relating to the quality assurance of the training course according to point II.6. of the Technical Description

If the Tenderer submits a tender for several lots then the technical/professional tender must be drawn up per part. The Tenderer is entitled to draw up a consolidated technical/professional tender relating to several parts, in this case it must be clearly stated which parts the given technical/professional tender relates to.

- 4.7 **Observations in connection with the text of the draft contract** to be concluded. If the Tenderer has no observations in connection with the contract, then a declaration stating this must be attached.
- 4.8 **A declaration** regarding the stipulations contained in article **71 (1) and (3) of the Kbt.** according to appendix 7.
- 4.9 A copy of the register not older than 40 days prior to the deadline of submitting the tender.
- 4.10 A certified copy of the **specimen signature** of the person(s) signing the declaration. The Contracting authority accepts as specimen signature any document equivalent in content to the certified specimen signature or a simple copy of a notarial document where his/her signature appears.
- 4.11 **A declaration** regarding the stipulations contained in article **72 of the Kbt.** according to appendix 8.

## 5. TENDER PRICE, TENDER VALIDITY

- 5.1 The tender price must be stated in Hungarian forints (net HUF). The prices must be fixed for 60 days following the expiry of the tender deadline prescribed for the submittal of the final tenders, the prices cannot be raised under any legal basis. The prices must contain all costs that may occur in the interest of performance in accordance with the contract.
- 5.2 The Tenderers must maintain their tenders until the 60<sup>th</sup> day following the completion of the negotiations. The Contracting authority will classify all tenders containing the obligation to maintain them for shorter periods than this as invalid. The obligation to maintain the tender with respect to the period following the 60<sup>th</sup> day is contained in the contract, the maintenance of the prices becomes a contractual stipulation.

## 6. THE FORM OF THE TENDER

- 6.1 In the interest of easier handling and comprehension of the tender, the Tenderer is to include the documents listed in point 4 in that order.

The first page of the tender is the **cover page**, on which the following information shall be stated:

1. Tenderer's name and address
2. Contact person's name, address, telephone and fax number
3. The name of the subject of the procurement
4. The text "original" or "duplicate".

The second page of the tender is the table of contents, in which the position of the attached documents in the tender is indicated with page numbers.

This is followed by all the other documents.

The Tenderer must draw up and bind 1+3 copies of the tender and all its appendices (1 original and 3 copies that are identical to the original in every way) and submit 1 copy on CD as well.

- 6.2 The original and duplicate copies of the tender shall be submitted typed, printed or written in indelible ink. The representative(s) authorised to sign for the company or the person(s) authorised by the person(s) authorised to sign for the company is (are) entitled to sign the declarations to be submitted as parts of the tender. The pages containing information shall be provided with page numbers.

The tender shall be submitted in a form in which it cannot be opened without being damaged. It means that the sheets shall be bound together in such a way that sheets can only be taken out or put in the tender by undoing the original binding. Such binding that cannot be opened without being damaged may be especially spiral binding, in which case the Tenderer inserts a ribbon through each one of the submitted sheets and then the ribbon is taped down and stamped, or a similarly favourable solution is printer's binding. The electronic data carrier CD must be attached/fixed to the front of the tender.

- 6.3 No insertions, deletions or overwriting is allowed in the tender, except for error corrections made by the Tenderer, in which case the wrong text part must be struck through and the new text part must be indicated clearly. The person/persons signing the tender must write their signature next to the text part struck through or any new text inserted.

## **7. SEALING, MARKING AND SUBMITTING THE TENDER**

- 7.1 The Tenderers shall seal the original and duplicate copies of their tender in one common envelope (package). The Contracting authority does not require packaging that is difficult to open and sealed several times using adhesive tape, it is sufficient to seal the envelope/package in a simple way.

- 7.2 The following shall be stated on the envelope (package):

- a) the following address: OKFON Közbeszerzési és Szolgáltatási ZRt. 1139 Budapest, Gömb u. 33.
- b) the designation of the tender (object of the procurement);
- c) the name and headquarters of the Tenderer appearing on the company registration documents;
- d) the following shall also be stated on the envelope (package): “Not to be opened before the expiration of the deadline of submitting tenders”.

7.3 If the envelope (packaging) is not sealed or not provided with the right mark, the Contracting authority does not undertake responsibility for misdirecting the tender or opening it before the due date. If the tender is sent by post, it must arrive at the Contracting authority before the deadline of submitting tenders. The Contracting authority cannot accept tenderers’ requests relating to disregarding disadvantageous consequences deriving from postal delay. The same requirement shall be applied with respect to forwarding tenders by courier.

## 8. NEGOTIATIONS

- 8.1 The Contracting authority will negotiate with the Tenderers separately, on a company-by-company basis in the order of the submittal of the tenders. On the basis of article 128 of the Kbt. as required the Contracting authority will hold further rounds of negotiation and will inform the Tenderers of their times and locations. Records will be made of all negotiations.
- 8.2 During the negotiations the Contracting authority wishes to negotiate regarding the realisation of the technical-professional content, regarding the scheduling time frame, the contract conditions, the amount of the price of the services and the detailed conditions of the good performance guarantee. The Contracting authority will determine the course of the negotiations.
- 8.3 The Contracting authority will inform the tenderers regarding the date of the closing of the negotiations. Those persons must represent the Tenderer at the negotiations who are entitled to make declarations and undertake obligations.

## 9. EVALUATION OF THE PROPOSAL

- 9.1 The Contracting authority will start to open the proposals at the time prescribed for this. After opening the proposals the Contracting authority will examine them to see if they comply with the conditions determined in the call for competition, documentation and the legal acts

9.2 Following this the Contracting authority will hold negotiations with all Tenderers and ask the companies to submit their final tenders.

9.3 The opening of the final tenders is carried out publically, regarding which the Contracting authority applies the stipulations contained in articles 83-87 of the Kbt.

After any missing information and other information has been submitted the Contracting authority determines which tenders are valid and may take part in the evaluation and which tender(s) must be declared invalid.

A tender shall be deemed invalid if

- a)* it was submitted after the expiry of the tender submittal deadline specified in the call for competition;
- b)* the Tenderer did not provide the bond or not in accordance with the prescriptions<sup>2</sup>;
- c)* the Tenderer or its subcontractor do not comply with the requirements of incompatibility (Kbt. article 10).
- d)* the Tenderer or its subcontractor have been excluded from the procedure;
- e)* the Tenderer or its subcontractors to be employed to an extent in excess of ten percent of the value of the public procurement do not comply with the suitability requirements required for the performance of the contract;
- f)* it does not comply with the conditions determined in the call for competition and in the documentation and the conditions determined in the legal acts in some other way;
- g)* it contains outstandingly low financial consideration (article 86 (5) of the Kbt.);
- h)* it contains impossible or too high or low or outstandingly disproportionate obligation undertakings (article 87 (3) of the Kbt.);
- i)* the Tenderer and its subcontractor to be employed for more than ten percent of the contract value, and the organisation providing resources for the Tenderer fail to certify within eight days following result announcement that they do not come under the scope of the reasons for exclusion determined in article 60 (1) and – if prescribed by the Contracting authority – article 61 (1) and (2), or made a false declaration in connection with it.

The Tenderer must be excluded from the procedure if

- a)* it submitted its tender in spite of reasons for exclusion (articles 60-61);
- b)* a reason for exclusion occurred on its part (article 60-62) during the procedure.

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<sup>2</sup> It is not a requirement in the present procedure to provide a bond, the list is a quotation of text from the Kbt.

The Contracting authority must be excluded from the procedure if an organisation providing sources for it

- a) comes under the force of the reasons for exclusion (article 60-62);
- b) a reason for exclusion occurred on its part (article 60-62) during the procedure.

9.4 The aspect of evaluation of the tenders is the most favourable tender overall. The sub-criteria and associated weight factors and methods are the following:

<b>Sub-criteria</b>	<b>Weight factor</b>
1. One day unit price in the case of training located in Budapest (net HUF/seminar)	40
2. Fee for further days in the case of training located in Budapest (%)	8
3. One day unit price in the case of training located in Brussels (net HUF/seminar)	10
4. Fee for further days in the case of training located in Brussels (%)	2
5. The suitability of the training programme and study material presented in the tender	30
6. Suitability of training and training organisation strategy and time allocation	10

a) The training unit price given as the price of the contract in Budapest, first day  
Weight factor 40

The Tenderer gives the net unit price of the service relating to one seminar in HUF projected onto the first training day, with realisation in Budapest.

b) The training unit price given as the price of the contract in Budapest, further days  
Weight factor 8

Due to holding seminars in blocks and taking into consideration the cost-reduction effect of accommodation costs, the Tenderer gives the proportion expressed in percent of the cost of every further training day as compared to the service unit price of the first day, with realisation in Budapest.

c) The training unit price given as the price of the contract in Brussels, first day  
Weight factor 10

The Tenderer gives the net unit price of the service relating to one seminar in HUF projected onto the first training day, with realisation in Brussels.

d) The training unit price given as the price of the contract in Brussels, further days

## Weight factor 2

Due to holding seminars in blocks and taking into consideration the cost-reduction effect of accommodation costs, the Tenderer gives the proportion expressed in percent of the cost of every further training day as compared to the service unit price of the first day, with realisation in Brussels.

### Example

<b>Lot</b>	<b>Training day</b>	<b>gross HUF/seminar, Budapest</b>	<b>gross HUF/seminar, Brussels</b>
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (in English) ( <b>1<sup>st</sup> lot</b> )	First training day	HUF X	HUF Y
	All further training days	70%	70%

In this case starting from the 2<sup>nd</sup> training day the training unit price is 70% of the unit price of the first training day.

The Contracting authority gives the expected breakdown of blocs per lot in point II.3. of the Technical Description.

The Contracting authority defines the meaning of a seminar in point II.8. of the Technical Description.

e) The suitability of the training program and the study material presented in the tender

## Weight factor 30

The Tenderer presents the program and the study material to be used during the realisation of the seminar(s). During the evaluation of the sub-criterion the Contracting authority examines whether the technical/professional content of the study material, study aids, study equipment and other sources (e.g. specialist literature) is suitable for the objective of the training course, for the demands of the training course target group and whether it is suitable for preparing the participants in the training course for the performance of the tasks of the Hungarian presidency of the Council of the European Union in 2011. Furthermore, during the evaluation of the sub-criterion the Contracting authority will examine the method of the provision of the study materials, study aids, study equipment and other sources (e.g. specialist literature), with special respect to whether the user-friendly nature of the study materials aids the learning process. During the evaluation of the sub-criterion the Contracting authority expects that the technical/professional content of the tender submitted by the Tenderer be established with consideration to the demands of the participating target group. Furthermore, the Contracting authority expects that the submitted tender will provide thorough details of the objective of the

training course, its outcome and that it contains a unified and clear concept from the aspect of its didactic functions.

d) Training strategy and training organisation strategy, time allocation

Weight factor: 10

The Tenderer presents its training strategy and training organisation strategy in connection with the realisation of the seminar(s). During the evaluation of the sub-criterion the Contracting authority will examine how many seminars it undertakes to carry out at the same time (in parallel) within the undertaken lot or lots. The Contracting authority wishes that the seminars be held in blocks (seminars held in blocks: the Contracting authority defines the concept of seminars being held in blocks in point II.8. of the Technical Description). The Contracting authority gives the expected breakdown of blocs per lot in point II.3. of the Technical Description.

During the evaluation of the sub-criterion the Contracting authority will examine the strategy of the Tenderer that it has set up in the case the designated instructor(s) are unforeseeably unable to perform their tasks. The Contracting authority expects the Tenderer to provide replacement instructors in the case that they are unexpectedly unable to perform their tasks and to set up a planned substitution system. If an instructor is replaced or the Tenderer wishes to involve further instructors in the performance over and above the number of instructors indicated in the minimum professional requirements in the call for participation, then the new instructors must also comply with the conditions contained in point II.2.3. of the call for competition.

The Contracting authority expects to make up for cancelled seminars due to instructors being unable to perform their tasks in accordance with point 5.1. of the Draft Contract. During the evaluation of this sub-criterion the Contracting authority will fully examine the period of time between the ordering and realisation of a seminar offered by the Tenderer, stated in whole working days.

Furthermore, the Tenderer must present a guideline, preliminary time schedule relating to the realisation of the seminars and pre-planned timetable with respect to a given lot. During the evaluation of the sub-criterion the Contracting authority will fully examine the aspects of the adaptation to the demands of the participating target group, cost-efficiency and intensity.

## 10. RESULT ANNOUNCEMENT, CONCLUDING THE CONTRACT

10.1 The Contracting authority will announce the result of the procedure at the time indicated in the call for competition. The result announcement is public, during it the Contracting authority will present the contents of the summary drawn up in connection with the procedure.

The Contracting authority will announce the first and second place Tenderers per lot.

10.2 The procedure will be deemed unsuccessful if

- a) no tenders have been submitted;
- b) only invalid tenders have been submitted;
- c) no Tenderer nor the Tenderer submitting the most favourable tender overall – with respect to the amount of the financial cover available to the Contracting authority – has submitted a suitable tender;
- d) the Contracting authority will declare the procedure unsuccessful due to it becoming unable to conclude the contract or unable to perform (article 82);
- e) the Contracting authority decides to declare the procedure invalid due to an act by a Tenderer that seriously damages the integrity of the procedure or the interests of the other tenderers;
- f) the Contracting authority decides to declare the procedure invalid on the basis of a reconciliation procedure;
- g) the Public Procurement Decision Making Committee annuls any of the Contracting authority's decision, and the Contracting authority decides to conduct a new public procurement procedure or abandons its intention to conduct the procedure

The Contracting authority may announce the procedure unsuccessful, if one single tender is submitted, even if the only tender submitted is valid.

The procedure is unsuccessful, if several tenders have been submitted, but only one of the submitted tenders is valid.

10.3 In the case of a successful procedure the Contracting authority concludes a contract per lot with the Tenderer ranked first, between the 20<sup>th</sup> and 30<sup>th</sup> day following result announcement. If the Tenderer ranked first withdraws or the case according to article 88 (1) i) occurs, the Contracting authority concludes the contract with the Tenderer ranked second.

10.4 A condition of concluding the contract is that the winning Tenderer must submit the good performance guarantee in the form determined by the Tenderer, with the conditions determined by the Contracting authority during the negotiations. The good performance guarantee can be provided as below:

- the good performance guarantee can be provided by accomplishing payment onto the Contracting authority's bank account kept at the Hungarian Treasury, in which case the original bank statement certifying the fact of payment or transfer must be attached to the contract, or
- it can be provided in the form of an irrevocable and unconditional bank guarantee remaining valid for a term prescribed with respect to the validity of the good performance guarantee, or
- it can be provided in the form of an original promissory note containing cash surety issued on the basis of an insurance contract.

The form of providing the good performance guarantee is decided by the Tenderer.

### **III. TECHNICAL DESCRIPTION**

#### ***I. General information:***

##### **I.1. Introduction**

Between January 1 and June 30 2011 Hungary will hold the presidency of the Council of the European Union within the framework of the Spanish-Belgian-Hungarian trio presidency starting on 1 January 2010. The successful realisation of the presidency is guaranteed by the appropriately trained staff of officials.

The training tasks during preparation must be realised in compliance with Government Resolution no. 2079/2007. (V.11.) on the tasks relating to the preparation of the Hungarian EU presidency in the first half of 2011 and Government Resolution no. 2249/2007. (XII. 23.) on certain human resources policy tasks relating to holding the Hungarian presidency of the European Union in 2011, on the basis of Government Decree no. 374/2007. (XII. 23.) on the selection, training and financial recognition of the officials directly participating in the Hungarian presidency of the European Union.

##### **I.2. The aim of the public procurement:**

The aim of the public procurement is to provide integrated presidency training for the Presidency Team performing the tasks of the Hungarian presidency in 2011, involving practical training courses based on presidency tasks. The aim of the practical training course is to provide the officials performing presidency tasks with specific knowledge suiting the type of presidency tasks to be performed, in the form of seminar type training (interactive, held in small groups, extended with simulation exercises).

##### **I.3. Name of the Contracting authority**

The Contracting authority in the present public procurement procedure is the Ministry for Foreign Affairs of the Republic of Hungary (1027 Budapest, Bem rakpart 47., postal address: 1394 Budapest, 62. Pf. 423.

##### **I.4. The subject and target group of the public procurement procedure**

The Contracting authority intends to procure a training service preparing for the performance of presidency tasks determined below.

The procurement is realised from European Union sources, to the debit of the State Reform Operative Programme (ÁROP), in the scope of the project entitled “Human Resources Management in Central Public Administration”, identification number: ÁROP-2.2.5-2008-0001,

within the scope of the project entitled “the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian presidency of the Council of the European Union”.

### **I.5. Target group of the service**

The target group of the service includes the Hungarian Presidency Team, that is participants directly participating in the Hungarian presidency, officials performing central and line ministry coordination tasks related to the presidency, persons performing presidency tasks in the preparatory bodies of the Council of the European Union (working group, committee). The number of people included in the presidency team is adjusted to the presidency tasks. The target groups of the lots announced in the present documentation are determined on the basis of the presidency tasks. The number of participants in the individual lots varies depending on the determination of the target groups, as described in II.1. of present Technical Description.

## ***II. Information relating to the tasks to be realised during the training program***

### **II.1. Training modules (lots)**

The Contracting authority determined 5 modules, which it intends to announce in 13 lots in the interest of realistic feasibility.

The Contracting authority intends to hold the lots below in the form of seminars, by which it means 1-day (8 study lessons, that is 8x45 minutes), small-group (including a varying number of participants in respect of the individual lots, expectedly minimum 6 and maximum 25 persons), interactive form of education. The tender(s) submitted with respect to the lot(s) must relate to a number of seminars determined below. The optional reduction by 15% determined in respect of the individual lots relates to the number of seminars. The Contracting authority reserves the right to reduce the amount of service determined in the lots by 15%. The Contracting authority reserves the right to determine the number of participants in the individual seminars within the frames described in detail below.

#### **A.) Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (1<sup>st</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in chairing the meetings of the Council working groups. The seminar must ensure the acquisition of knowledge needed for chairing Council working groups (process of the meetings of council working groups, the task

of the chairperson, the tasks of the assistant and those sitting behind the Hungary sign, dossier handling, advancing proceedings, etc.) and skills (managing skills, negotiating techniques, moderation, etc.), and it must present the practical aspects of using the Council's Rules of Procedure. The seminar also covers the language tools of argument techniques used during formal and informal communication, and negotiating techniques used during official EU negotiations and meetings.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expectedly minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

### **B.) Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (2<sup>nd</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in chairing the meetings of the Council working groups. The seminar must ensure the acquisition of knowledge needed for chairing Council working groups (process of the meetings of council working groups, the task of the chairperson, the tasks of the assistant and those sitting behind the Hungary sign, dossier handling, advancing proceedings, etc.) and skills (managing skills, negotiating techniques, moderation, etc.), and it must present the practical aspects of using the Council's Rules of Procedure. The seminar also covers the language tools of argument techniques used during formal and informal communication, and negotiating techniques used during official European Union negotiations and meetings.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expectedly minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

### **C.) Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (3<sup>rd</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in chairing the meetings of the Council working groups. The seminar must ensure the acquisition of knowledge needed for chairing Council working groups (process of the meetings of council working groups, the task of the chairperson, the tasks of the assistant and those sitting behind the Hungary sign, dossier

handling, advancing proceedings, etc.) and skills (managing skills, negotiating techniques, moderation, etc.), and it must present the practical aspects of using the Council's Rules of Procedure. The seminar also covers the language tools of argument techniques used during formal and informal communication, and negotiating techniques used during official European Union negotiations and meetings.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expected minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **D.) Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (4<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in chairing the meetings of the Council working groups. The seminar must ensure the acquisition of knowledge needed for chairing Council working groups (process of the meetings of council working groups, the task of the chairperson, the tasks of the assistant and those sitting behind the Hungary sign, dossier handling, advancing proceedings, etc.) and skills (managing skills, negotiating techniques, moderation, etc.), and it must present the practical aspects of using the Council's Rules of Procedure. The seminar also covers the language tools of argument techniques used during formal and informal communication, and negotiating techniques used during official European Union negotiations and meetings.

Form: seminar and simulation

Language: French

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expectedly minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **E.) Seminar and simulation: Ordinary legislative (Co-decision) procedure – relationship between the Council and the European Parliament (5<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge regarding the role of the presidency and the representation of the Council's position during cooperation with the European Parliament and the European Commission and dialogues (tri-lateral discussions). The aim of the seminar is to make participants understand exactly the process of the ordinary

legislative procedure, the partners' tasks and the role of the ordinary legislative procedure in the decision-making mechanism of the European Union.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member, central and line ministry coordinators

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expected minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **F.) Seminar and simulation: Ordinary legislative (Co-decision) procedure – relationship between the Council and the European Parliament (6<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge regarding the role of the presidency and the representation of the Council's position during cooperation with the European Parliament and the European Commission and trialogues (tri-lateral discussions). The aim of the seminar is to make participants understand exactly the process of the ordinary legislative procedure, the partners' tasks and the role of the ordinary legislative procedure in the decision-making mechanism of the European Union.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member, central and line ministry coordinators

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expected minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **G.) Seminar and simulation: Ordinary legislative (Co-decision) procedure – relationship between the Council and the European Parliament (7<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge regarding the role of the presidency and the representation of the Council's position during cooperation with the European Parliament and the European Commission and trialogues (tri-lateral discussions). The aim of the seminar is to make participants understand exactly the process of the ordinary legislative procedure, the partners' tasks and the role of the ordinary legislative procedure in the decision-making mechanism of the European Union.

Form: seminar and simulation

Language: English

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member, central and line ministry coordinators

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expected minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **H.) Seminar and simulation: Ordinary legislative (Co-decision) procedure – relationship between the Council and the European Parliament (8<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge regarding the role of the presidency and the representation of the Council's position during cooperation with the European Parliament and the European Commission and dialogues (tri-lateral discussions). The aim of the seminar is to make participants understand exactly the process of the ordinary legislative procedure, the partners' tasks and the role of the ordinary legislative procedure in the decision-making mechanism of the European Union.

Form: seminar and simulation

Language: French

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member, central and line ministry coordinators

Expected number of participants: minimum 150, maximum 250 persons

Number of participants per occasion: expected minimum 15, maximum 25 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **I.) Seminar: Handling and compilation of Council documents (9<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in the handling techniques of Council documents in the form of a seminar. The aim of the seminar is to develop quick and synthesising comprehension of Council documents and to acquire techniques enabling immediate and precise compilation of such documents.

Form: seminar

Language: English

Target group: central and line ministry coordinators, chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 100, maximum 200 persons

Number of participants per occasion: minimum 10, maximum 20 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

#### **J.) Seminar: Handling and compilation of Council documents (10<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in the handling techniques of Council documents in the form of a seminar. The aim of the seminar is to develop quick and synthesising comprehension of Council documents and to acquire techniques enabling immediate and precise compilation of such documents.

Form: seminar

Language: English

Target group: central and line ministry coordinators, chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 100, maximum 200 persons

Number of participants per occasion: minimum 10, maximum 20 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

### **K.) Seminar: Handling and compilation of Council documents (11<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge in the handling techniques of Council documents in the form of a seminar. The aim of the seminar is to develop quick and synthesising comprehension of Council documents and to acquire techniques enabling immediate and precise compilation of such documents.

Form: seminar

Language: French

Target group: central and line ministry coordinators, chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 50, maximum 100 persons

Number of participants per occasion: minimum 10, maximum 20 persons

Total training amount: 5 seminars -15% (rounded up to a whole number)

### **L.) Seminar: Use of EU terminology when switching between English and French during participation and chairing in the Council working groups (12<sup>th</sup> lot)**

Content: The seminar must provide practical knowledge regarding the use of languages needed during chairing Council meetings, possible similarities between the English and French language, the conscious handling of the special features of the two languages, with the help of situation practices in given cases.

Form: seminar

Target group: chairs of Council working groups, assistant, 3<sup>rd</sup> member

Expected number of participants: minimum 150, maximum 300 persons

Number of participants per occasion: expected minimum 15, maximum 20 persons

Total training amount: 15 seminars -15% (rounded up to a whole number)

## **M.) Seminar: Practical training related to the preparation of the European Council and Council meetings (13<sup>th</sup> lot)**

Content: The seminar must provide comprehensive practical knowledge about the role of the ministers chairing Council formations (chairing Council formations, appearing before the European Parliament, appearing before the media), about the process and techniques of their preparation, and about the practical skills relating to preparing Council meetings.

Form: seminar and simulation

Language: English

Target group: officials preparing Council meetings

Expected number of participants: minimum 100, maximum 200 persons

Number of participants per occasion: minimum 10, maximum 20 persons

Total training amount: 10 seminars -15% (rounded up to a whole number)

## **II.2. Requirements relating to the programme and methodology of the training course**

The purpose of the training course is to improve the skills and abilities of the participants needed for performing the tasks related to the Council working groups in the scope of preparing for the Presidency of the Council of the European Union. The training course must improve the candidates' problem-solving and negotiating skills, communicating efficiency in a multicultural environment. The Tenderer must provide the study material. The Tenderer undertakes to introduce the study material, aids, equipment, other sources (special literature) and make them available to the Contracting authority, describe their content and how they are to be supplied. Furthermore the Tenderer undertakes to hand over the above training materials to the Contracting authority for the purpose of further utilisation (e.g.: displaying them on the website).

## **II.3. Planned time frame of the training, schedule of seminars**

The training programme starts on the 15<sup>th</sup> working day after concluding the contract. The planned finishing date of the training course is 31 December 2010. The expected block schedule of the lots is as below:

In the case of lots 1-10 and 13:

3 seminars / 1 week

+3 seminars / 1 week

+4 seminars / 1 week

10 seminars altogether

In the case of lot 11:

5 seminars / 1 week

5 seminars altogether

In the case of lot 12:

4 seminars / 1 week

+4 seminars / 1 week

+4 seminars / 1 week

+3 seminars / 1 week

15 seminars altogether

The Contracting authority reserves the right to determine the exact time schedule of the training modules and the number of participants together with the winning Tenderer (Tenderers) in the course of the negotiation procedure, after elaborating the exact realisation of the training modules.

#### **II.4. The material and technical infrastructure of the training course**

Contracting authority. The premises and the necessary infrastructure for organising the training course in Brussels are provided by the Contracting authority free of charge. The Contracting authority will determine the technical conditions together with the Tenderers during the negotiation phase.

#### **II.5. Organising the training course**

The list of names of participants in the training course is provided by the Contracting authority. The Contracting authority declares that exclusively the members of the Hungarian Presidency Team take part in the training course.

The organising, registering, recording and harmonising tasks relating to the training course are performed by the Contracting authority. The Contracting authority's coordinator registers the participants of the seminars on the basis of their time and place. Registration takes place at the Contracting authority. The Tenderer keeps an attendance sheet suiting the registration received from the Contracting authority, in which attendance sheet it records participation in the training course. The Contracting authority is responsible to keep records relating to the registration of the participants. The Tenderer is obliged to send the study material to be used during the training course to the Contracting authority in electronic form before the deadline determined in the contract. In the scope of the tasks relating to organising the training course, the Contracting authority makes the study material sent electronically available for the staff members in electronic form on the website of the training course. Furthermore, in the scope of organising the training

course the Contracting authority is responsible for informing the participants about the content of the training obligation, the training times and their possible modifications.

The Tenderer's tasks relating to organising the training course:

The Tenderer must have at least 1 project administrator (even in the case of a tender submitted with respect to more than one lot) who

- keeps in contact with the Contracting authority's coordinator,
- notifies the Contracting authority's coordinator about the training times, the person of the instructor and their travel and accommodation data as well as about their coordinates,
- notifies the Contracting authority's coordinator when due about possible changes in the training times, in the person of the instructor and their travel and accommodation data as well as in their coordinates,
- sends the attendance sheets to the Contracting authority's coordinator monthly or, in the case of seminars held in blocks, when completing the given block of seminars.

The Tenderer is obliged to make the project administrator's name and currently valid contact data available for the Contracting authority.

## **II.6. The quality assurance system and monitoring of the training course**

The quality assurance must cover all areas of realisation (study material, personal background of the courses, etc.). The Tenderer must provide the equipment and procedures for the evaluation of the participants and instructors of the programme, and it must make sure that the participants' observations are taken into consideration, and provide procedures aimed at the continuous improvement of the programme while it is going on.

The Contracting authority is entitled to inspect the quality of the training course.

Without disturbing the training course, the Contracting authority's representative is entitled to attend the training events, inspect the documents created during the training course, and make proposals in respect of the programme and personnel of the training course. In the case of a professional complaint, the Contracting authority is entitled to assert a claim to replace an instructor, and the Tenderer is obliged to fulfil this claim.

## **II.7. Financial consideration for the training services**

The Tenderer must determine the unit prices of training in net HUF.

The tender price must contain all net fees and costs. The total cost demand of the training must be integrated in the tender price, which may contain the following items:

- fee of the intellectual product (concept of the study material)
- fee of the study material
- instructors' fee
- instructors' travelling expenses
- instructors' accommodation costs

The Contracting authority does not refund costs not integrated in the tender price in any form. The amount of the interim invoice and the final invoice will be the financial consideration for the service ordered before the current date by the Contracting authority according to the contract for work done and materials supplied concluded on the basis of the documentation, and performed in compliance with the contract.

The winning Tenderers can submit 1 interim invoice and 1 final invoice according to the following schedule:

1. The Tenderer may issue its 1st interim invoice for an amount suiting the financial consideration for the training realised until 31 October 2010 in a certified way.

32. The Tenderer may issue the final invoice after finishing the training course when due and following monitoring, for an amount suiting the gross financial consideration for the training realised until 31 December 2010 in a certified way.

The optional reduction by 15% determined in respect of the individual lots relates to the number of seminars. The Contracting authority reserves the right to reduce the amount of service determined in the lots by 15%. The Tenderer may submit the issued invoices depending on performance, suiting the deadlines determined with respect to submitting interim invoices.

The Contracting authority settles the price of the contract as determined in article 305 (3) of the Kbt. and in the contract draft.

The procurement is realised from European Union sources, to the debit of the State Reform Operative Programme (ÁROP), in the scope of the project entitled “Human Resources Management in Central Public Administration”, identification number: ÁROP-2.2.5-2008-0001. In accordance with the project Support Contract, the commission fee (instalment) is paid by the Cooperating Organisation onto the Contractor’s bank account, within a 60-day deferred payment deadline after the complete and perfect payment request of the Client as Beneficiary is received by the Cooperation Organisation. Furthermore Contractor understands that the Cooperating

Organisation may call upon the Client as Beneficiary to submit missing data in connection with the payment request. The term needed by the Client as Beneficiary for submitting missing data shall not be included in the payment deadline. Client is entitled to submit a payment request, if the amount of support requested – in the case of subsequently financed invoices – is more than 2% of the support granted.

Two invoices must be issued on the price (instalments) in a distribution of 58-42 in compliance with the rules, with respect to the fact that 58% of the entire budget of the project is financed from the 2<sup>nd</sup> priority of ÁROP and 42 % from the 3<sup>rd</sup> priority of ÁROP, and the payment request must be issued per priority.

## **II.8. Definitions**

*Presidency training:* Preparing the officials of the member state performing the tasks of the presidency of the Council of the European Union for performing presidency tasks

*Project administrator:* A person appointed by the Tenderer, who keeps in contact with the Contracting authority's coordinator and performs administrative tasks relating to training on behalf of the Tenderer

*Seminar:* A 1-day (8 study lessons, that is 8x45 minutes), small-group (including a varying number of participants in respect of the individual lots, expected to be a minimum of 10 and a maximum of 25 persons), interactive form of education

*Seminars held in blocks:* Holding the number of seminars determined in the lot(s) undertaken by the Tenderer in short intensive periods, that is on at least 3 consecutive working days

#### **IV. CONTRACT FOR WORK DONE AND MATERIALS SUPPLIED (DRAFT)**

concerning the lot or lots undertaken in respect of the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian Presidency of the Council of the European Union

concluded between

the **Ministry for Foreign Affairs of the Republic of Hungary** (1027 Budapest, Bem rakpart 47., Postal address: 1394 Budapest, 62. Pf. 423., represented by: .....), on the one part, (hereinafter: Client),

and ..... (address: ....., tax number: ....., company register no.: ....., represented by: .....), on the other part, (hereinafter: Contractor),

(hereinafter jointly referred to as: Parties),  
at the premises below, under the following conditions.

#### **Antecedents**

In the course of the simple tendering procedure started by Client, Contractor won the right to the lot or lots of the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian Presidency of the Council of the European Union.

#### **1. Subject of the contract**

1.1. Client orders and Contractor undertakes the realisation of the following lot/lots concerning the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian Presidency of the Council of the European Union:

a)....

1.2. The detailed description of the lots is included in appendix 1.

#### **2. Contract value**

2.1. The financial consideration for the task determined in point 1.1. is net HUF .....+.....%VAT/day, meaning gross HUF....., in words: .....HUF/day; per lot (*in case of undertaking more lots*):

a). net HUF.....+.....%VAT/day, meaning gross HUF....., in words.....HUF/day;

All together at maximum:

net HUF .....+.....%VAT/day, meaning gross HUF....., in words: .....HUF/day; per lot (*in case of undertaking more lots*):

a). net HUF.....+.....%VAT/day, meaning gross HUF....., in words.....HUF/day;

According to article 42 of the Hungarian Act CXXVII of 2007 on value added tax (hereinafter: Áfatv), in case of educational and other similar services, organizational services included, furthermore in case of relating services the place of completion is the place where the service is in fact completed. Thus a service completed in Hungary is exempt of VAT ( article 85 (1) i., j. of the Áfatv) while a service completed in Brussels is taxable or exempt of VAT according to Belgian laws.

2.2. The contract value covers all the costs incurred in connection with the training course / training courses determined in appendix 1, especially the instructors' travel costs, accommodation costs, daily fee (per diem?), and the financial consideration for the usage rights determined in point 5.3. The contract value cannot be raised during the validity of the contract.

2.3. On top of the fee determined in point 2.1. Contractor is not entitled to account for any fees or costs.

### 3. Performance

3.1. Contractor is obliged to perform the tasks determined in point 1.1. according to the schedule set out in appendix 2.

3.2. Contractor shall hold continuous discussions with Client concerning the detailed realisation of the training program. Parties shall record the result of the discussions in writing.

3.3. Performance location (*depending on the lot undertaken*): .....

3.4. Performance can be regarded as being in compliance with the contract, if Client's representative issues a certificate of performance relating to it and certifies performance by signing it. Following

performance Contractor shall make a list of tasks performed in accordance with the contract, sign it with the company signature and send it to Client. Contractor's performance may take place in a maximum of two parts, and in accordance with this Contractor may submit one interim invoice and it may submit one final invoice. In Contractor's representation the certificate of performance shall be signed by: .....

3.5. Client maintains its right to optionally reduce its order by 15% as determined in the call for competition in respect of the amount of training per lot.

#### **4. Terms of Payment**

4.1. After the certificate of performance determined in point 3.4. has been signed, Contractor is entitled to submit an invoice according to the Hungarian regulations determined in article 167 of Act C of 2000 on accounting as well as in article 168-172 of Act CXXVII of 2007 on value added tax . The invoice shall be issued to the name and address of the Ministry for Foreign Affairs of the Republic of Hungary (1027 Budapest, Bem rakpart 47.).

4.2. The procurement is realised from European Union sources, to the debit of the State Reform Operative Programme (ÁROP), in the scope of the project entitled "Human Resources Management in Central Public Administration", identification number: ÁROP-2.2.5-2008-0001. Contractor understands that following submission of the invoice as in point 4.1. in the interest of settling the contractor's fee, Client shall submit a payment request to VÁTI Nonprofit Kft. (hereinafter: Cooperating Organisation), which it is entitled to do, if the amount of support requested in it – in the case of subsequently financed invoices – is more than 2% of the support granted. The Cooperating Organisation shall settle the contractor's fee onto Contractor's bank account no. .... kept at ..... bank, within a 60-day deferred payment deadline after the Cooperation Organisation receives Client's perfect payment request. Furthermore Contractor understands that the Cooperating Organisation may call upon the Client to submit missing data in connection with the payment request. The term needed for submitting missing data shall not be included in the payment deadline.

Payment of the contractor's fee of an invoice value over 1 million net HUF is settled through the Cooperating Organisation (independent of all Parties).

Contractor is entitled to submit a payment request if the the amount of support requested in it – in the case of subsequently financed invoices – is more than 2% of the support granted.

An exclusively contractor financed or mixed, contractor and subsequently financed, payment request can only be submitted if the value of Contractor's invoice exceeds 1 million net HUF.

4.3. Contractor understands that it is obliged to issue two invoices on the contractor's fee in a distribution of 58-42 percent (per interim invoice) in compliance with the rules, with respect to the fact that 58% of the entire budget of the project is financed from the 2<sup>nd</sup> priority of ÁROP and 42% from the 3<sup>rd</sup> priority of ÁROP, and the payment request must be issued per priority. Shall the invoice not being issued in the given distribution by Contractor, Client will return it to the Contractor. This act on Client's part shall not be considered as being in default.

4.4. Contractor may issue its interim invoice for an amount suiting the financial consideration for the training realised until 31 October 2010. The final invoice may be issued after finishing the training course when due and following monitoring, for an amount suiting the gross financial consideration for the training realised until 31 December 2010 in a certified way. The Contracting authority shall pay for the optional service depending on actual performance.

4.5. Contractor is obliged to inform its subcontractor (subcontractors) about that the contract concluded between them and – in the case that it is performed – payment comes under the force of article 36/A of Act XCII of 2003 on the rules of taxation (Art.).

4.6. In the case of Client's late performance Contractor is entitled to charge late interest as determined in article 301/A of Act IV of 1959 on the Civil Code.

4.7. In case of a contractual and duly certified performance by Contractor and in case the payment deadline determined in 2.6. of present contract has expired without a result, Contractor is entitled to present a collecting note on the basis of the authorisation of the MFA given in appendix 3., to the debit of the account of Client, in compliance of articles 54 (1), 99 (1) and 305 (4) of the Kbt.

## **5. Contractor's rights and obligations**

5.1. Contractor shall plan and realise the program of the undertaken lot(s) and the seminars as determined in the tender. Contractor is obliged to realise the training course at a high professional standard.

5.2. Contractor undertakes that in the case of unforeseeable hindrances it shall provide substitute instructors, it shall prepare substitution system in advance, and it shall make sure that seminars not held because of unforeseeable hindrances will be held within a maximum of 15 working days following the original date, or in the case of seminars held in blocks it shall hold such seminars on the occasion of the next series of seminars that are due the earliest.

5.3. In respect of creations under copyright protection created during performance (hereinafter: creations) Client obtains an exclusive usage right without territorial limitation, assignable to a third party. On the basis of the contract Client obtains the right to revise the creation. If Contractor does not grant its approval to the revision of the creation, Client is obliged to state the lack of such

approval on the revised creation. The contract value of the exclusive usage right is included in the fee determined in 2.1. of the contract.

5.4. Client's written approval is needed for all changes made by Client in the training programme after signing the present contract.

5.5. In the course of the training course Contractor is obliged to keep an attendance sheet of the participants in the training.

5.6. Contractor is obliged to prepare a written report on the performance of the training course realised by it (as determined in appendix 1), which it shall submit to Client within a maximum of 15 days after finishing the training course. The report shall include the detailed description of the realisation of the training course, the study material, the number of participants and the evaluation of the training course.

5.7. Contractor is obliged to handle in confidence all information that it gains knowledge of during the performance of the present contract. This obligation also relates to Contractor's employees and authorised representatives.

5.8. Contractor is obliged to use the prescriptions of the Profile Handbook relating to the New Hungary Development Plan in the case of all instances of visual display (e.g.: attendance sheets, training aids, presentations, etc.). The profile handbook is accessible on the Internet, on the website of the National Development Agency (<http://www.nfu.hu/doc/926>). In connection with the use of profile elements Client's coordinator shall provide help for Contractor during performance.

## **6. Client's rights and obligations**

6.1. Client is obliged to provide to Contractor the infrastructural conditions of holding the training course determined in point II.4. of the Technical Specifications (appendix 4. of the contract).

6.2. Client is obliged to transfer the amount determined in point 2.1. to Contractor under the conditions determined in point 4.

6.3. At any time during the term of performance Client is entitled to perform all inspections on the basis of which it can be determined whether the services provided by Contractor are in compliance with the technical specifications forming appendix 4. of the present contract. If the inspected performances are not in compliance with the technical specifications, Client will not accept the performance offered by Contractor.

## **7. Contractor's non-contractual performance**

7.1. Contractor shall realise the training course suiting the deadlines and conditions determined in the present contract and its appendices. During the performance of the contract Contractor is obliged to send Client immediate written notification about any factors hindering performance, the expected termination of such factors and the possible expected date of performance.

7.2. Especially the following shall be regarded as Contractor's contract-breaching conduct:

- a) the grace period set because of Contractor's late performance has expired without a result;
- b) despite a written warning Contractor does not fulfil any of its obligations undertaken in the contract for any reason (not including cases of Force Majeure);
- c) bankruptcy, liquidation, final settlement proceedings are instituted against Contractor;
- d) Contractor has become insolvent.

7.3. In the case of the non-performance or non-contractual performance of the obligations determined in the present contract (except for the case of Force Majeure) the following sanctions can be asserted against Contractor:

- a) penalty for delay or penalty for deficient performance in the case of late or deficient performance, and penalty for failure in the case of failure;
- b) asserting compensatory damages;
- c) termination with immediate effect.

7.4. A contract breach committed as determined in point 7.2. may result in termination with immediate effect. Furthermore Client may also assert its other lawful rights deriving from contract breach.

7.5. Client's acceptance of any non-contractual performance without legal reservation may not be interpreted as a waiver of a claim or claims due to Client as a consequence of contract breach.

## **8. Compensatory damages, penalty**

8.1. The claim for penalty is created upon occurrence of an event giving cause for it. The penalty becomes due:

- a) on the first day of being in default, in the case of a penalty for default,
- b) on the day of reporting complaint, in the case of a penalty for deficient performance,
- c) on the day of making a unilateral declaration as stated in point 8.4. on determining the failure of performance, in the case of a penalty for failure.

8.2. The penalty for default, deficient performance or failure that can be asserted by the Client is determined on the basis of the gross contract value.

8.3. The penalty for default or for deficient performance is due from the day of falling in default or from the day of deficient performance until the day of contractual performance, and its amount is 1% per day in the case of late or deficient performance. In the case of the failure of performance the amount of the penalty is 20%.

The amount of the penalty for default or deficient performance may not be more than the amount of the penalty for failure.

8.4. For reasons occurring within the Contractor's sphere of interests, including Contractor's delay of more than 10 (ten) days, Client may determine the failure of performance by making a unilateral declaration. In the case of the failure of performance Client is entitled to terminate the present Contract with immediate effect, in writing.

8.5. Client is entitled to retain any due penalty from the gross contract value.

8.6. Client requires good performance guarantee relating to the performance of the contract. Before signing the present contract Contractor must submit to Client a good performance guarantee of an amount of HUF ..., which remains valid for 30 days following performance of the present contract. The document certifying issue of the good performance guarantee forms appendix 5 of the present contract. Contractor provides the good performance guarantee in the form of a ..... . The good performance guarantee represents a cover for Client in the case of Contractor's failure of performance or its failure of contractual performance. In the case of non-performance, Contractor loses the entire amount of the good performance guarantee.

8.7. Assertion of the good performance guarantee does not exempt Contractor from its penalty payment obligation or from the obligation to pay off any damage exceeding the amount of the penalty.

8.8. Assertion of Client's claim for penalty does not involve losing its other claims.

8.9. If Contractor is in such significant default in fulfilling its obligation that Client is not interested in the performance of the contract, then Client may abandon the contract. Client is entitled to a penalty for failure even in the case that it abandons the contract.

8.10. Contractor bears full obligation to compensate for all damage – on the basis of credible certification – caused in connection with the performance of the contract either by the Contractor itself, or by its employee or subcontractor lawfully involved in performance, as a consequence of its conduct, failure or other contract-breaching act. Contractor bears responsibility for the damage caused by its lawfully involved subcontractor in accordance with the rules of the Civil Code.

8.11. If performance of the contract fails because of Client's fault during the term of performance, Contractor issues a total invoice on its work performed up until the failure in a certified way, and

Client is obliged to pay Contractor the gross amount of the invoice according to the provisions of point 4.1.

## 9. Contact persons

9.1. Contact person on Client's part: .....

Tel: .....

Fax: .....

E-mail: .....

9.2. Contact person on Contractor's part: .....

Tel: .....

Fax: .....

E-mail: .....

## 10. Closing Provisions

10.1. The present contract is concluded for a fixed term ending on ..... Parties may amend the provisions of the present contract exclusively on the basis of their joint approval, in compliance with article 303 of Act CXXIX of 2003, in writing.

10.2. The following appendices form inseparable parts of the present contract:

Appendix 1: detailed description of the training program

Appendix 2: time schedule of the training program

Appendix 3: Authorisation for prompt collection

Appendix 4: Technical Specification of the tender documentation

Appendix 5: document certifying issue of the good performance guarantee

10.3. With respect to the present contract the Hungarian law shall govern, while with respect to questions not regulated in the contract the Civil Code and the provisions of the relating valid Hungarian legal acts shall govern.

10.4.

Parties agree that in case of all issues non regulated in present contact, the regulations of the Hungarian Act IV. of 1959 on Civil Code and the regulations of the Hungarian civil laws in force are normative, furthermore Parties agree that they shall settle any possible disputed issues occurring between them through negotiations. If they fail to do so, in issues in competency of the local court, they determine the competence of the Buda Central District Court.

The present agreement was drawn up in five copies. Parties sign the contract after studying it, in approval, as being completely in accordance with their intentions.

**Budapest, .... 2010**

.....  
**on behalf of the Ministry for Foreign Affairs  
of the Republic of Hungary**

.....  
.....  
**on behalf of**  
.....

.....

Signature of professional expert:

Signature of financial expert:

Signature of legal expert:

*Appendix 1: Detailed description of the training program*

*Appendix 2: Time schedule of the training program*

**Appendix 3: Authorisation for prompt collection**

Number of reference of the client: .....

**AUTHORISATION (TEMPLATE, ONLY FOR INDICATIVE REASONS)**

To the attantion of the Hungarian Exchequer

.....

(Name and address of the account holder bank)

I/we authorize you to complete the prompt collecton(s) submitted by the below named beneficiary to the debit of our account named here below:

Name of the paying account holder:	Ministry of Foreign Affairs of Hungary
Identification number of the account of the paying Party:	KTK: ÁHT-T: ÁHT identification:
Name of the beneficiary:	
Identification number of the account of the beneficiary:	

The validity period of the authorisation is from D/M/2010 to D/M/2010.

- a) no further document is needed to be attached to the authorisation

Date: .2010. .... „.....”

.....

Signature of the payin account holder (as submitted at the Exchequer)

Registration number of the authorisation at the Exchequer: .....

Date: .....

.....

Signature of the Director

*Appendix 4: Technical specification of the tender documentation*

*Appendix 5: Document certifying issue of the good performance guarantee*

## **V. APPENDICES**

Appendix 1 – Project Fiche

Appendix 2 – Tender declaration

Appendix 3 – Declaration on the non-existence of reasons for exclusion

Appendix 4 – Letter of Reference (template)

Appendix 5 – Curriculum Vitae (template)

Appendix 6 – Declaration on availability of specialists

Appendix 7 – Declaration according to article 71 (1) and (3) of the Kbt.

Appendix 8 – Declaration according to article 72 of the Kbt.

## PROJECT FICHE

Tenderer's name: \_\_\_\_\_

Tenderer's address: \_\_\_\_\_

Tender price: as in the table below

Lot	Training day	net HUF / seminar, Budapest	net HUF / seminar, Brussels
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (in English) (10 seminars -15% (rounded up to a whole number)) <b>(1<sup>st</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (in English) (10 seminars -15% (rounded up to a whole number)) <b>(2<sup>nd</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (in English) (10 seminars -15% (rounded up to a whole number)) <b>(3<sup>rd</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Participation in the working groups of the Council of the European Union, chairing, negotiation techniques in EU environment (in English) (10 seminars -15% (rounded up to a whole number)) <b>(4<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Ordinary legislative procedure (co-decision procedure) – relationship between the Council and the European Parliament (in English) (10 seminars -15% (rounded up to a whole number)) <b>(5<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Ordinary legislative procedure (co-decision procedure)– relationship between the Council and the	First training day	HUF	HUF
	All further training days	%	%

<b>Lot</b>	<b>Training day</b>	<b>net HUF / seminar, Budapest</b>	<b>net HUF / seminar, Brussels</b>
European Parliament (in English) (10 seminars -15% (rounded up to a whole number)) <b>(6<sup>th</sup> lot)</b>	training days		
Seminar and simulation: Ordinary legislative procedure (co-decision procedure)–relationship between the Council and the European Parliament (in English) (10 seminars -15% (rounded up to a whole number)) <b>(7<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar and simulation: Ordinary legislative procedure (co-decision procedure)–relationship between the Council and the European Parliament (in English) (10 seminars -15% (rounded up to a whole number)) <b>(8<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar: Handling and compilation of Council documents (in English) (10 seminars -15% (rounded up to a whole number)) <b>(9<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar: Handling and compilation of Council documents (in English) (10 seminars -15% (rounded up to a whole number)) <b>(10<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar: Handling and compilation of Council documents (in English) (5 seminars -15% (rounded up to a whole number)) <b>(11<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar: Use of EU terminology when switching between English and French during participation and chairing in the working groups of the Council (15 seminars -15% (rounded up to a whole number)) <b>(12<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%
Seminar: Practical training relating to the preparation of the European Council and council meetings (10 seminars -15% (rounded up to a whole number)) <b>(13<sup>th</sup> lot)</b>	First training day	HUF	HUF
	All further training days	%	%

Dated .....

.....  
company signature

## TENDER DECLARATION

Dear Contracting authority,

After studying the conditions set out in your call for competition and in your tender documentation, hereby we confirm acceptance of these conditions and submit our tender to the Ministry for Foreign Affairs of the Republic of Hungary relating to the **performance of part(s) no. ....** of *“the completion of the integrated presidency training required for the performance of the tasks of the Presidency by the members of the Presidency Team participating directly in the Hungarian presidency of the Council of the European Union”*.

We declare that we are ready and able to perform the contract. We undertake to perform the contract at the prices and under the conditions stated in the Project Fiche included in the final tender, after concluding the contract, before 31 December 2010.

In the case that we win the procedure, in order to perform the contract concluded on the basis of this public procurement procedure, as an obligation relating to ourselves in our contracts based on this contract, we undertake to assert the prescriptions set out in article 305 (1)-(3) and article 306/A (1) and (5).

We declare that we shall maintain our final tender for 60 days after opening the tenders, and we shall regard the contents of our final tender obligatory with respect to ourselves.

Furthermore we declare that on the basis of Act XXXIV of 2004 on small and medium-sized enterprises, our company is regarded as a ..... enterprise / does not come under the scope of the act (*underline the relevant part*)

Dated: .....

.....  
company signature

Tenderer's name:

Tenderer's address:

**DECLARATION ON THE NON-EXISTENCE OF REASONS FOR EXCLUSION**

I, the undersigned .....(name), as representative of ..... authorised to sign, being aware of my criminal liability hereby

**d e c l a r e**

that with respect to .....,  
**tenderer**

**there are no existing**

**reasons for exclusion** stated in article 60 (1) d) and f) and article 61 (1) a)-c) of the Act on Public Procurement, according to which the following parties may not be tenderers<sup>3</sup> in the public procurement procedure:

- 60. § (1) a) is being wound up, or is under bankruptcy or liquidation proceeding, or if the tenderer (subcontractor) is adjudicated in a similar proceeding under national laws, or who is any analogous situation arising from a similar procedure under national laws and regulations;
- b) has suspended its activities or whose operations had been suspended;
- c) has been convicted of a criminal offense concerning his economic or professional conduct by a judgment which has the force of res judicata, until exonerated from the detrimental consequences of having a criminal record; or whose activities are restrained for any period by final court verdict pursuant to Paragraph b) or f) of Subsection (2) of Section 5 of Act CIV of 2001 on Criminal Sanctions in Connection with the Criminal Liability of Legal Persons, or if the tenderer's operations are restrained by final court order for similar reasons;
- d) has been excluded for any period from participating in public procurement procedures;
- e) has not fulfilled obligations relating to the payment of taxes, customs duties or social security contributions for over a year in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority, unless deferred payment has been authorized;
- f) has been found guilty of serious misrepresentation in supplying false information in a public procurement procedure that has been concluded within three years, and was excluded from the procedure in consequence.
- g) has been found guilty by a definitive administrative or court ruling within the preceding five years and sanctioned by employment penalty or payment order for any infringement of obligations relating to the implementation of employment contracts,

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<sup>3</sup> Subcontractors to be employed to an extent in excess of 10% of the value of the public procurement and/or organisations providing resources must also fill in the declaration.

non-compliance with the obligation of notification relating to employment and in connection with the employment of foreign nationals;

h) has committed any criminal act in affiliation with organized crime by definition of the Criminal Code, or if engaged in bribery or bribery in international relations, in any violation of the financial interest of the European communities, or if involved in money laundering operations, or any crime of similar nature under the laws of his home country, if found guilty of such crime by final court verdict which has the force of res judicata, until exonerated from the detrimental consequences of having a criminal record;

61. § (1) a) has been convicted of a misdemeanor offense concerning his economic or professional conduct by a judgment made within five years to date, which has the force of res judicata;

b) has been found guilty and sanctioned within the preceding five years of a legal offense committed in a public award procedure by final and executable decision of the economic competition authority under Section 11 of Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restraint of Trade or under Article 81 of the Treaty establishing the European Community, or by final executable court ruling passed in conclusion of the judicial review of the said decision of the economic competition authority; or if the tenderer has been condemned for a similar misdemeanor offense by another competition authority or court within the preceding five years;

c) has been sanctioned by a final administrative or court ruling for any breach of obligation in connection with a public procurement contract within the preceding five years;

d) is not registered in the country where established;

Dated:.....

.....

company signature

**LETTER OF REFERENCE (TEMPLATE)**

Time of performance (year, month)	
Name of the other party concluding the contract (name of organisation, name of the person issuing the certificate of reference, telephone / fax number),	
Number of participants in the training, or number of seminars	
Detailed subject of the service	
Price or other data relating to the amount of services performed earlier	
Declaration regarding that performance took place in compliance with the contract and the prescriptions	

Dated: .....

.....  
company signature

## CURRICULUM VITAE (TEMPLATE)

NAME	
SPOKEN LANGUAGE(S)	
HIGHER EDUCATION QUALIFICATION(S)	PLEASE INDICATE HIGHER EDUCATION DEGREE(S)
PROFESSIONAL EXPERIENCE	<p>Did you participate in the preparation works in a member state preparing for the performance of presidency tasks during the years 2007-2009</p> <p style="text-align: center;">yes <input type="checkbox"/> no <input type="checkbox"/></p> <p>Date of professional experience: ..... (year)</p> <p>Short description:</p>
	<p>Did you perform presidency tasks as a member state official in representation of your own member state in the presidency of the Council of the European Union</p> <p style="text-align: center;">yes <input type="checkbox"/> no <input type="checkbox"/></p> <p>Date of professional experience: ..... (year)</p> <p>Short description:</p>
	<p>Did you work as a European Union official in a European Union institute (e.g.: General Secretariat of the Council of the European Union, European Commission, European Parliament) during the years 2004-2009</p> <p style="text-align: center;">yes <input type="checkbox"/> no <input type="checkbox"/></p> <p>Date of professional experience: ..... (year)</p> <p>Short description:</p>

Dated .....

.....  
signature

**DECLARATION ON AVAILABILITY OF SPECIALISTS**

I, the undersigned .....(name), as representative of ..... authorised to sign, being aware of my criminal liability hereby

**d e c l a r e**

that all named specialists involved by ..... (company name) are intent to participate in the Hungarian EU-presidency training.

Dated .....

.....  
company signature

**DECLARATION ACCORDING TO ARTICLE 71 (1) AND (3) OF THE KBT.**

I, the undersigned .....(name), as representative of ..... authorised to sign, being aware of my criminal liability hereby

**d e c l a r e**

a) On the basis of article 71. § (1) a) of the Kbt. for the performance of the contract to be concluded on the basis of the public procurement procedure, I intend to employ a subcontractor at an extent below 10 percent of the public procurement value, in respect of the following part:

.....

b) On the basis of article 71. § (1) b) of the Kbt. I intend to employ the following subcontractor(s) at an extent exceeding 10% of the value of the public procurement, and they will participate in the following parts of the performance:

.....

c) On the basis of article 71. § (1) b) of the Kbt. the following organisation(s) provide resources for us:

.....

Notice: : in case any or none of the above points a) – c) are valid for the applicant, this fact should be indicated in the declaration.

I also declare that for the performance of the contract, I will not employ a subcontractor at an extent exceeding 10% of the value of the public procurement, who are subject to the exclusion criteria according to sections 60 and 61 of the Kbt..

Dated:.....

.....  
company signature

**DECLARATION ACCORDING TO ARTICLE 72 OF THE KBT.**

I, the undersigned .....(name), as representative of ..... authorised to sign, being aware of my criminal liability hereby

**d e c l a r e**

that ..... (tenderer) has considered/has not considered (*the appropriate part shall be underlined*) the obligations relation to taxes, to environmental protection and to the employee protection provision and to working conditions which are in force at the site of implementation and which shall be applicable.

Dated:.....

.....

Company signature

## **DECLARATION SHEET ACCORDING TO SECTION 54 (1) OF PPA**

In accordance with the Act on Public Procurement section 54 (1) the documentation shall contain the list of documents to be attached to the application. The Contracting Authority must indicate those documents, which may be considered as false declaration because of circumstances defined in section 4 (9/A) of PPA

Definition:

false declaration: a declaration containing false data (section 4 (9/A) of PPA)

false data: data known accordingly, however disclosed as distorted (section 4 (9) of PPA)

The following documents are qualified as false declaration if the circumstances defined in section 4 (9/A) exist:

1. Tender declaration on the basis of article 70 (2)
2. Declaration on the non-existence of reasons for exclusion prescribed in article 60-62 of Kbt.
3. Covenant declaration of organization provide resources regarding to financial and economical eligibility
4. Regarding to the technical and professional eligibility
  - reference letters/declaration and the introduction of references on the basis of article 67 (3) a
  - CV of specialists
  - declaration on availability of specialists
  - Covenant declaration of organization provide resources
5. Declaration according to article 71 (1) and (3) of the Kbt.
6. Technical proposal
7. Declaration on that the tenderer has considered the obligation relation to the employee protection provision and to working conditions which are in force at the site of implementation and which shall be applicable

If the Contracting Authority prescribed the submission these documents for subcontractors above 10% or resource providing organization as well then circumstances defined in section 4 (9/A) will be verified regarding to these companies.