

TENDER DOCUMENTATION

S&G logo



Public procurement procedure no. **SG-501**

Budapest, 29. March 2010.



Basic information on the procedure:

Object of the procedure:

purchase of chemical agents suitable for the detection of occult blood in human faeces

Type of procedure:

open public procurement procedure in a value reaching the Community limit

Contracting entity:

Name: National Office of the Chief Medical Officer for Public Health
Address: 1097 Budapest, Gyáli út 2-6.
Telephone number: +36-1/476-1100/6424
Fax number: +36-1/476-6437
E-mail address: budai.andras@oth.antsz.hu; gazdig@oth.antsz.hu,
kovats.peter@oth.antsz.hu
Contact person: Dr. András Budai, National Screening Co-ordinator

(hereinafter referred to as: Contracting Entity)

Agent commissioned to administer the procedure:

Name: S&G Consulting Kft.
Address: 1063 Budapest, Szinyei Merse Pál u.8. III./10.
Telephone number: +36-1/302-1280
Fax number: +36-1/269-2174
E-mail address: pap.laszlo@s-g.hu
Contact person: László Pap, Official Public Procurement Advisor

(hereinafter referred to as: Agent)

Identification codes of the procedure:

SG-501.

2010/S 61-090592 (29 March 2010)

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I. Tender Notice

HU-Budapest: Diagnostic Supplies

2010/S 61-090592

CONTRACT NOTICE

Purchase of Goods and Services

SECTION I: CONTRACTING ENTITY

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

National Office of the Chief Medical Officer for Public Health

Gyáli út 2-6.

Contact: Dr. Falus Ferenc, Chief National Medical Officer

1097 Budapest

HUNGARY

Tel. +36 12155339

E-mail: rabi.palne@oth.antsz.hu, gazdig@oth.antsz.hu

Fax +36 12153365

Internet address(es)

General address of the Contracting Entity: www.antsz.hu

Further information can be obtained at: Identical with the above point(s) of contact

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at: National Office of the Chief Medical Officer for Public Health Gyáli út 2-6. Building D, Floor I, Block C

Contact: Dr. András Budai

1097 Budapest

HUNGARY

Tel. +36 147611006424

E-mail: budai.andras@oth.antsz.hu

Fax +36 14766437

Bids or requests to participate must be sent to

The National Office of the Chief Medical Officer for Public Health

Gyáli út 2-6. Building D, Floor I, Block C

Contact: Dr. András Budai

1097 Budapest

HUNGARY

Tel. +36 147611006424

E-mail: budai.andras@oth.antsz.hu

Fax +36 14766437

I.2) **TYPE AND MAIN ACTIVITY/ACTIVITIES OF THE CONTRACTING ENTITY**

National or federal office/agency

Healthcare

The Contracting Entity makes the acquisition on behalf of other Contracting Entities: No

SECTION II: OBJECT OF THE CONTRACT

II.1) **DESCRIPTION**

II.1.1) **Title assigned to the contract by the Contracting Entity**

Purchase of immunochemical agents suitable for the detection of occult blood in human faeces and the relevant accessories (SG-501)

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

Purchase of goods and services
Sale and purchase
Place of delivery/performance: Budapest.

NUTS code: HU101

II.1.3) The tender notice involves

Public procurement

II.1.4) Information on framework agreement

II.1.5) Short description/object of the contract

Supply contract for the purchase of immunochemical agents suitable for the detection of occult blood in human faeces and the relevant accessories.

II.1.6) Common Public Procurement Vocabulary (CPV)

33141625

II.1.7) Contract covered by the Government Procurement Agreement (GPA)

Yes

II.1.8) Division into lots

No

II.1.9) Variants will be accepted

No

II.2) CONTRACTED QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity

Purchase of chemical agents suitable for the detection of occult blood in human faeces in the amount required for the screening of 30,000 (+100%) persons and sample collection receptacles (in the number required by the sampling method) required for the storage of samples, and – if the evaluation technology of the product to be supplied so requires – at least 1 piece of measuring equipment installed by the Tenderer for the term of the contract.

II.2.2) Options

No

II.3) TERM OF CONTRACT OR DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION

Duration in days: 30 (from the award of the contract)

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required

Late performance, faulty delivery/performance and non-performance penalty

III.1.2) Main financing conditions and payment arrangements and/or reference to the applicable statutory provisions regulating them:

The Contracting Entity shall pay the purchase price against an invoice appropriately issued and furnished with a performance certificate – with regard also to Section 305 of the Kbt. and Section 36/A of Art. (Rules of Taxation) – by transfer within 30 days from the date of a performance in the manner and with the content specified in the contract, in accordance with the rules of treasury disbursements. The Contracting Entity shall not make any advance payment.

III.1.3) The business association or legal authority to be established by the winners submitting a joint tender

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

None

III.2) PARTICIPATION CRITERIA

III.2.1) Data (grounds for exclusion) on the personal situation of the Tenderer/candidate Tenderer including requirements for registration in trade and company registers:

Information necessary for evaluating if requirements are met and the required manner of providing evidence: The Tenderer shall be excluded from participation in the procurement procedure to whom or to whose subcontractor or to whose supplier of resources any one of the exclusion criteria set out in

Paragraphs a)-h) of Sub-section 1 of Section of 61 of the Kbt. applies,

Paragraph d) of Sub-section 1 of Section of 61 of the Kbt. applies.

A Tenderer or a subcontractor or a supplier of resources under Paragraphs b)-c) of Sub-section 1 of Section 71 of the Kbt. shall be excluded from participation in the procurement procedure to whom any one of the exclusion criteria set out in

Paragraphs a)-c) of Sub-section 1 of Section of 61 of the Kbt. applies,

Paragraphs a)-b) of Sub-section 1 of Section of 62 of the Kbt. applies.

The Tenderer, the subcontractor proposed to be contracted in a value in excess of ten per cent of the total value of the contract and the supplier of resources

shall make a declaration in the bid, in writing, that none of the grounds for exclusion set forth in of Sub-section 1 of Section 60 of the Kbt. and Paragraphs a)-d) of Sub-section 1 of Section 61 of the Kbt. applies to it, and that it is entitled to provide evidence for such.

Having regard to 63/A of the the Kbt., the winning Tenderer (or in the case of joint tenders, the winning Tenderers), the subcontractor proposed to be contracted in a value in excess of ten per cent of the total value of the contract and the supplier of resources shall, if successful, provide proof, in accordance with Sub-sections 2-6 of Section 63 of the Kbt., within eight days following the announcement of results, that the grounds for exclusion under Paragraphs a)-h) of Sub-section 1 of Section 60 of the Kbt. and Paragraphs a)-d) of Sub-section 1 of Section 61 of the Kbt. do not apply to it/them. Certificates may, pursuant to Sub-section 3 of Section 20 of the Kbt., be provided in original or a certified copy.

III.2.2) Economic and financial eligibility

Information necessary for evaluating if requirements are met and the required manner of providing evidence: The original or a certified copy of the statement issued no earlier than 60 days from the expiry of the deadline for the submission of bids, by all the account-keeping financial institutions of the Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract setting out

- since when the financial institution has been managing the account(s),
- whether the account-holder honours its payment obligations in a timely manner,
- whether in 2008 or 2009 any prompt collection order had to be rejected for lack of funds on the relevant current account.

The Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract shall make a declaration to the effect that it has no bank account and/or current account other than the one managed by the financial institutions that issued the submitted statements.

In order to confirm its financial and economic eligibility, the Tenderer may rely on the resources of the entity under Sub-section 3 of Section 65 of the Kbt., in accordance with Sub-section 3/E of Section 4 of the Kbt. In such a case, in addition to eligibility, the availability of the resources shall also be verified in accordance with Sub-section 4 of Section 65 of the Kbt.

Minimum requirement(s) for eligibility: The Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract shall be deemed as ineligible for the performance of the contract if, based on the statement of any financial institution issued no earlier than 60 days from the expiry of the deadline for the submission of bids, it fails to honour its payment obligations in a timely manner, or in 2008 or 2009 any prompt collection order had to be rejected for lack of funds on its account.

III.2.3) Technical and professional eligibility

Information necessary for evaluating if requirements are met and the required manner of providing evidence:

a) In conformity with Paragraph a) of Sub-section 1 of Section 67 of the Kbt. and Sub-section 1 of section 68 of the Kbt., a list and description of the principal deliveries by the Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract of chemical agents suitable for the detection of occult blood in human faeces effected in the 3 years (2007-2009) preceding the deadline for the submission of Bids, attaching, either in original or a certified copy, a letter of reference evidencing at least one delivery per year of chemical agents suitable for the detection of occult blood in human faeces.

b) The Tenderer and the subcontractor proposed to be contracted in a value in excess of ten per cent of the total value of the contract shall, in a non-certified copy, attach the quality assurance certificate of the products to be supplied drawn up by the Certification Bodies under Paragraph e) of Sub-section 1 of Section 67 of the Kbt.

In order to confirm its technical and professional eligibility, the Tenderer may rely on the resources of the entity under Sub-section 3 of Section 65 of the Kbt., in accordance with Sub-section 3/E of Section 4 of the Kbt. In such a case, in addition to eligibility, the availability of the resources shall also be verified in accordance with Sub-section 4 of Section 65 of the Kbt.

Minimum requirement(s) for eligibility:

a) The Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract shall be deemed ineligible unless it can provide a reference document attesting to at least 1 delivery per year in the 3 years (2007-2009) preceding the deadline for the submission of Bids of chemical agents suitable for the detection of occult blood in human faeces in the amount facilitating the screening of at least 10,000 persons.

b) The Tenderer and the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract shall be deemed ineligible unless the products to be supplied have an ORKI, CE or an equivalent quality assurance certification.

III.2.4) Reserved contracts

No

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

III.3.1) Is the provision of the service reserved to a particular profession?

III.3.2) **Should legal entities indicate the names and professional qualifications of the staff responsible for the provision of the service?**

SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) **Type of procedure:**

Open

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

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

IV.2) **AWARD CRITERIA**

IV.2.1) **Award criteria**

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

1. Gross bid price (HUF, the lower, the more advantageous) Weight: 68
2. Calibration stability of the product to be supplied (days, the higher the number, the more advantageous) Weight: 8
3. Stability of the sample of the product to be supplied (days, the higher the number, the more advantageous) Weight: 8
4. Stability of the product to be supplied after the test kit is opened (days, the higher the number, the more advantageous) Weight: 8
5. Width of the measuring range (ng/ml, the higher the value, the more advantageous) Weight: 8

IV.2.2) **An electronic auction will be used**

No

IV.3) **ADMINISTRATIVE INFORMATION**

IV.3.1) **Reference number assigned to the file by the Contracting Entity**

SG-501

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

None

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

Deadline for obtaining the documents: 07.05.2010 - 10:30 a.m.

Are the documents sold for a price? No

IV.3.4) **Deadline for the submission of tenders or requests to participate**

07.05.2010 - 10:30 a.m.

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

IV.3.6) **Languages in which the tenders and requests to participate may be drawn up**

Hungarian

Other: The Contracting Entity shall also accept data related to the product's technical specifications and the test results as well as User's Manuals and handling instructions in English.

IV.3.7) **Minimum length of time of bid commitment**

Length of time in days: 60 (from the date stated for receipt of Bids)

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

Date: 07.05.2010 - 10:30 a.m.

Place: HUNGARY, 1097 Budapest, Gyáli út 2-6. Building D, Conference Room, Floor III

Persons authorised to be present at the opening of tenders Yes

The persons under Sub-section 2 Section 80 of the Kbt. may be present at the opening of tenders.

SECTION VI: COMPLEMENTARY INFORMATION

VI.1) **IS THIS A RECURRENT PROCUREMENT?**

No

VI.2) **IS THE CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED FROM EU FUNDS?**

No

VI.3) **FURTHER INFORMATION**

1.) Planned date and place of the announcement of the results: 18.05.2010 (10:00 a.m.), 1097 Budapest, Gyáli út 2-6. Building D, Conference Room, Floor III

2.) Planned date of concluding contract: 07.06.2010

3.) The Tenderer shall, in its Bid, make a declaration in connection with Sub-section (2) Section 70 and Paragraphs a)-c) of Sub-section 1 and Sub-section 3 of Section 71 of the Kbt.

4.) The Bid shall be drawn up in Hungarian, and all certificates, documents and deeds attached to it shall be submitted in a Hungarian translation, with the exception of the data concerning the technical specifications of the product and the test results, the User's Manual and handling instructions, which the Contracting Entity also accepts in English.

5.) The Bid shall contain the documents (signature specimen or certificate of incorporation issued no earlier than 60 days from the deadline for the submission of Bids), in original or a certified copy, evidencing the authorisation of the person(s) signing on behalf of Tenderer (the subcontractor proposed to be contracted in a value in excess of 10% per cent of the total value of the contract, the supplier of resources) to sign. If so required, the original or the notarised copy of the authorisation shall also be attached.

6.) The Contracting Entity shall, pursuant to Sub-section 2 of Section 83 of the Kbt., in respect of all Tenderers, provide a full-scope possibility for rectifying shortcomings.

7.) The Contracting Entity would like to point out that, in this tender notice, it has set stricter eligibility criteria for the Tenderers' financial, technical and professional eligibility pertaining to the performance of the contract and for the means of providing evidence for such eligibility than what is set forth in the list of qualifying Tenderers.

8.) All other data required for preparing the Bid are contained in the Tender Documentation.

Documents cannot be transferred to a third party. The Contracting Entity shall make the documents directly available at its website, and Tenderers may download them free of charge at www.antsz.hu, Közbeszerzés (Public Procurement), Ajánlati, részvételi felhívások (Invitations to tender/participate), by clicking on the relevant page of the documents related to the procedure. Concurrently with the downloading, in order to certify this fact, Tenderers shall, in a separate fax message, by providing their corporate names and contact details (contact person, registered seat, mailing address, e-mail, telephone number, fax number), register themselves (fax number: see I.1). Only Tenderers applying for registration in the above form may participate in this public procedure

9.) The number of awardable points ranges from 1 to 100 with respect to all sub-criteria. In the course of evaluating the individual sub-criteria as part of the award procedure, the most advantageous Bid is awarded the highest number of points, while the points that can be awarded to the other Bids shall be established in proportion to the best Bid. Subsequently, the points awarded for each sub-criterion are multiplied by the weight allocated to the given sub-criterion, and then they are aggregated with respect to all the sub-criteria. The points thus aggregated for each Bid are then compared. The formula used for the evaluation is contained in the Tender Documentation.

10.) Tenderers, in order to submit adequate Bids, may request additional (interpretative) information relating to the Tender Notice. Such requests shall be sent to the address indicated under item I.1. not later than ten days prior to the expiry of the deadline for the submission of Bids. The Contracting Entity shall provide a written answer to the questions received, and notify all the other Tenderers of the answer no later than six days prior to the expiry of the deadline for the submission of Bids in compliance with Section 56 of the Kbt. With regard to Sub-section 4 of section 56 of the Kbt., the Contracting Entity shall ensure that supplementary information is made available in full to all Tenderers at the place indicated under item I.1, between 10:00 a.m. and 12:00 a.m. on working days prior to the expiry of the deadline for the submission of Bids, and between 8:00 a.m. and 10:30 a.m. on the expiry day of the deadline.

11.) The costs incurred in connection with the submission of Bids shall be borne by the Tenderers.

12.) The Tenderer shall draw up and submit its Bid in accordance with the formal and content criteria prescribed in the Tender Notice and the Tender Documentation. Bids shall be submitted in writing and in a sealed packaging to the address specified in the Tender Notice in person or by mail by the expiry of the deadline for the submission of Bids at the latest. If submitted in person, Bids may be submitted at the registered office of the Contracting Entity (at the place specified under item I.1) between 10:00 a.m. and 12:00 a.m. on working days, and between 8:00 a.m. and 10:30 a.m. on the expiry day of the deadline.

13.) The Tenderer shall, in its Bid, make a statement whether it qualifies as a micro-, small or medium-size enterprise under Act XXXIV of 2004.

14.) In the case of joint tenders, Tenderers shall attach the co-operation agreement concluded between them and duly signed by all the Tenderers participating in the joint tender. A declaration on the assumption of joint and several liability, the rules governing the assumption of liability and a description of duties and competences shall also be attached.

15.) The Contracting Entity reserves the right to avail itself of the option specified in Sub-section 2 of Section 91 of the Kbt.

VI.4) **PROCEDURES FOR APPEAL**

VI.4.1) Organisation responsible for appeal procedures:

Közbeszerzési Döntőbizottság (Arbitration Board)

Margit krt. 85.

1024 Budapest

HUNGARY

E-mail: dontobizottsag@kozbeszerzesek-tanacs.hu

Tel. +36 13367776

Fax +36 13367778

VI.4.2) **Lodging of appeals**

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

Közbeszerzési Döntőbizottság (Arbitration Board)

Margit krt. 85.

1024 Budapest

HUNGARY

E-mail: dontobizottsag@kozbeszerzesek-tanacsa.hu

Tel. +36 13367776

Fax +36 13367778

VI.5) **DATE OF DISPATCH OF THIS NOTICE:**

II. Detailed Tender Criteria

a) General information

This public procurement procedure shall be implemented in compliance with Act CXXIX of 2003 on Public Procurement (hereinafter: Kbt.).

The Tenderer shall submit its bid in a manner fully in accord with requirements regarding form and content set forth in the Kbt., the Tender Notice and this document, and shall attach the prescribed mandatory documents and declarations (hereinafter jointly referred to as: annexes).

If this documentation prescribes the use of a document template, then the relevant document template in the Document Templates section shall be used and attached to the bid, appropriately completed. A document template can be replaced by another document that fully corresponds to the original in terms of content (e.g. in the case of references).

The Tenderer shall be liable for the veracity of the data provided and the declarations made therein, and that of the certificates and documents attached.

In order to facilitate the preparation of bids, the Contracting Entity also sends, via e-mail, the document templates and the text of the draft contract to those who purchase the Tender Documentation with the proviso, however, that the content of printed documents shall prevail in the first place, and that the Contracting Entity shall bear no liability for any loss arising from damages to electronic documents. At the Tenderer's separate request (e.g. in the absence of an e-mail address or in the event that it fails to function properly), the Contracting Entity shall also place the electronic documents at the Tenderer's disposal on a CD.

As this documentation does not fully replicate the information in the Tender Notice, we should like to emphasize that the Tender Documentation and the Tender Notice are to be treated together. In the case of any inconsistency between the provisions of the Tender Notice and those of the documentation, the provisions of the Tender Notice shall prevail. Of the paper-based and electronic versions of the documentation, the paper-based version shall prevail.

The Tenderer's obligations shall include – after a careful study of the Tender Notice and this documentation – adherence to all requirements and formal criteria therein, complying with the specifications pertaining to the object of the procurement and taking into account the Contracting Entity's answers with respect to requests for additional (explanatory) information.

The Tenderer shall check the accuracy of all the information provided in the Tender Notice and this Tender Documentation as well as the accuracy of the information provided by the Contracting Entity in connection with the performance.

Responsibility for the consequences of any failure to act in connection with the preparation, compilation and submission of the bid shall lie with the Tenderer. Following the submission of the bid the Contracting Entity shall not grant any request for modification made by the Tenderer citing the lack of accurate information.

The possibility of requesting information detailed herein helps the Tenderer obtain accurate and unequivocal information required for the bid.

The Tenderer shall – in addition to complying with the applicable statutory regulations – prepare the bid in accordance with the stipulations of the Tender Notice, this documentation and the answers to Tenderers' questions. It shall be a risk borne by the Tenderer and it shall entail the invalidity of the tender if the Tenderer submits an erroneous or incomplete bid or submits a bid that does not comply, in terms of content and/or form, with the criteria specified in the Tender Notice, this documentation, the answers to the Tenderers' questions and the applicable statutory regulations or if the Tenderer fails to rectify such deficiencies by providing corrections.

The goods Bid and to be delivered shall fully comply with the specifications. In the detailed specifications, in some cases, the references made to producers, procedures, activities, persons, patents, trademarks and objects of a specific make, origin or type and brand names are used, pursuant to Sub-section 7, Section 58 of the Kbt., solely for the purpose of providing a description of the object of the contract that is sufficiently precise and intelligible. In their respective Bids, Tenderers may also Bid goods of 'equivalent value'.

In the event that false or erroneous data are provided, the bid shall be deemed invalid and it shall not be included in the evaluation procedure.

The information disclosed in the bid shall be used exclusively for determining the result of the public procurement procedure.

Tenderers shall treat this Tender Documentation confidentially and use it only within the framework of this procedure.

1. Major dates related to the procedure are contained in the Tender Notice. The calculation of deadlines shall be governed by the provisions of Section 15 of the Kbt. All deadlines specified in the Tender Notice – including the deadline for the submission of bids – shall be in Central European times (CET).
2. Definitions

Subcontractor: shall mean a body or person who directly participates in the performance of the contract awarded following the public procurement procedure on behalf of the Tenderer.

Supplier of resources: shall mean a body or person, other than a subcontractor, who supplies the resources necessary for the execution of the contract to the Tenderer.

Certified copy: shall mean the copy of a document made by or in the presence of a notary public, who shall certify the veracity of said copy by countersigning it..

Corporate signature: Having regard to Sub-section 1, Section 9 of Act V of 2006 on Public Company Information, Company Registration and Winding-up Proceedings, authorised signatories shall sign on behalf of the company in the same manner as executed on the authentic statement of signature (signature registration certificate witnessed and executed by a notary public).

3. Funding sources, contract conclusion permission

The Contracting Authority declares that it has the powers to conclude the contract under the Tender Documentation and that it possesses the requisite funds in respect of the date of the performance.

4. Business secret

The Tenderer may forbid the disclosure of the business secret that it has disclosed – expressly and separately in an annex – in its bid. The Tenderer may not forbid the disclosure of its name or address or any fact, information, solution or data that is taken into consideration in the evaluation of its bid, or which is subject to data reporting and information providing obligation specified in separate statutory regulations governing the disclosure of information of public interest. The provision of the contract concluded on the basis of the public procurement procedure which excludes assignment shall not qualify as a business secret.

5. Applicable law

Issues that are not regulated herein and those that are regulated, but not to a satisfactory extent, shall be governed by applicable effective Hungarian law, in particular, the provisions of Act CXXIX of 2003.

b) Preparation of the tender

1. Supplementary documentation, information

The option open to Tenderers to request supplementary (explanatory) information serves to interpret and clarify the stipulations in the Tender Notice and this documentation. However, the answers of the Contracting Entity shall not entail the modification of the provisions of the Tender Notice or this documentation.

Tenderers may, no later than the tenth day prior to the final deadline for submission of bids, request, in writing, further information in respect of any information required for the preparation of the bid at the address, telefax number or e-mail address specified in the Tender Notice (Sub-section 1, Section 56 of the Kbt.).

The Contracting Entity shall make available the additional information before the 6th day prior to the final deadline for the submission of bids. The contents of such information shall be made available in full to all Tenderers. The Contracting Entity shall fulfil said obligation by sending – by said deadline – the additional information to the address of the Tenderers whose identity has become known as a result of the purchase of the Tender Documents. Along with the Tender Documents purchased at subsequent dates, the supplementary information shall also be provided to Tenderers. (Sections 2 and 4 of the Kbt.)

The Contracting Entity may extend the final deadline for the submission of bids if unable to supply the additional information before the 6th day prior to the deadline for the submission of bids. If the final deadline for submission of bids is extended, all Tenderers shall be notified without delay, simultaneously, in writing. The Tenderers who did not purchase or obtain the Tender Documents at the time of the extension of the final deadline for submission of bids shall be notified thereof at the time of the handover of the Tender Documents (Sub-section 3, Section 56 of the Kbt.).

Tenderers shall prepare and submit their bids with due consideration of all the additional (explanatory) information provided.

2. Modification and withdrawal of the Tender Notice and/or the Tender Documentation

The Contracting Entity may modify the terms and conditions specified in the Tender Notice or in the Tender Documents. A new notice indicating the new deadline for the submission of bids shall be published with respect to the revised terms and conditions. (Sub-section 1, Section 76 of the Kbt.) The Contracting Entity shall send notification to Tenderers whose identity became known prior to the modification.

The Contracting Entity may withdraw the Tender Notice at any time prior to the deadline for the submission of bids. A notice with respect to the withdrawal of the Tender Notice shall be published. The Contracting Entity shall send notification of the withdrawal to Tenderers whose identity became known prior to the modification. (Sub-section 2, Section 76 of the Kbt.)

3. Modification and withdrawal of bids

Tenderers may, via written statement addressed to the Contracting Entity, modify their bids prior to the final deadline for submission of bids. (Sub-section 1, Section 77 of the Kbt.) The modification shall be prepared and submitted in accordance with the formal criteria identical with

those applicable to the preparation of the original bid. Modification may be made in the form of a completely new bid, or it may be limited to those parts of the bid that are to be modified. In the latter case, the parts to be modified must be identified clearly (e.g. by way of references to pages or chapters).

Pursuant to Sub-section 2, Section 77 of the Kbt., tenders may not be modified after the final deadline for submission – which is also the date of the public opening of the bids – even with the consent of the Contracting Entity.

The Tenderer may – in a written statement addressed to the Contracting Entity before the expiry of the deadline for the submission of bids – retract its bid. In this case, the Contracting Entity will repay to the Tenderer the amount of the tender surety, if the posting thereof was prescribed as a requirement, within 10 days following the announcement of the withdrawal.

In the event that Tenderer retracts its bid while the Bid is still binding ('bid commitment period'), then, pursuant to Sub-section 4, Section 59 of the Kbt., the tender surety, if the said was stipulated as a requirement, shall be due to the Contracting Entity. The Contracting Entity may seek remedy for losses it may incur in connection with the withdrawal of a bid after the deadline set for the submission of bids in accordance with the Civil Code.

4. Costs of submitting bids

All costs incurred by the preparation and submission of the tender shall be borne by the Tenderer, and the Contracting Entity shall not, in any way, be made liable for said costs.

The Tenderer shall not claim reimbursement of costs it incurred in connection with the bid – with the exception of the cases specified in Sub-section 6, Section 54 and Section 351 of the Kbt. – from the Contracting Entity. The Contracting Entity shall not reimburse the Tenderer for any costs that the latter may incur in connection with a visit to or the inspection of the site or the preparation of the bid. No fee shall be charged for the preparation of the bid.

Pursuant to Sub-section 6, Section 54 of the Kbt., the Contracting Entity shall reimburse the price of the Tender Documents if

- a) the Contracting Entity withdraws the Tender Notice,
- b) the procedure is declared unsuccessful, pursuant to Paragraph d), f) or g) of Section 92,
- c) the Contracting Entity does not announce the results of the tender procedure by the deadline indicated in the Tender Notice or as amended.

5. Currency of the bid

The Tenderer shall, in its bid, set the price exclusively in Hungarian Forints (HUF).

6. Language of the bid

The language of the bid shall be exclusively Hungarian.

In the case of documents drawn up in a language other than Hungarian, the Contracting Entity shall accept translations made by any translation agency.

The Contracting Entity shall also accept data on the product's technical specifications and test results as well as user manuals and handling instructions in English.

7. Partial bids, alternative Bids

The Tenderer shall, in this public procurement procedure, submit an Bid for the entire object of the procurement. The Contracting Entity shall declare partial bids pertaining only to parts invalid.

The Tenderer may not submit alternative bids in this public procurement procedure.

An invalid alternative bid shall also render the concurrently submitted bid in full compliance with the technical requirements invalid.

8. Tender prices

The Tenderer shall – in the price table constituting part of this Tender Documentation and also provided via e-mail – indicate the net unit price/aggregate price of the product that it intends to deliver under the contract, separately indicating the rate and the amount of VAT, and subsequently the gross unit price/aggregate price.

9. Contract prices

The prices of the products shall be provided in an aggregately (i.e. the price of the total amount of products to be provided during the entire term).

The Bided price provided by the Tenderer shall be regarded as fixed during the entire term of the contract.

The contract price pertains to the entire task constituting the object of the procurement, and shall – with regard to the contractual terms and conditions specified in Chapter IV – comprise all expenses, material costs and work fees that incur in connection with the full performance of the work.

10. Performance/Delivery and payment deadlines

The products specified in Chapter III of this Tender Documentation shall, after both parties have signed the contract drawn up pursuant to the draft contract in Chapter IV, be delivered by the deadlines specified in the individual parts of the specifications.

Within 15 days from the performance by the party contracting as Tenderer, the Contracting Entity shall issue either a performance certificate or a written statement refusing to recognise the performance. The Contracting Entity shall settle the price of the products against the invoice issued by the Tenderer after the confirmation of the performance within 30 calendar days by way of transfer.

11. Tender commitment period

Bids shall remain valid until the 60th day counted from the deadline for the submission of bids, and this period shall be of the same length as the tender commitment period. The Contracting Entity will declare any bid with a validity period shorter than the said invalid.

In the case described in Sub-section (2), Section 94 of the Kbt., the Contracting Entity may request the Tenderers to extend the validity period of their bids until the new deadline for contracting. The request therefor and the responses thereto shall be in writing. The Tenderer shall

have the right to reject the Contracting Entity's request, in which case the bid shall qualify as invalid. Unless the Tenderer responds to said request, its tender commitment shall expire upon the new deadline for contracting. (Sub-section 3, Section 94 of the Kbt.)

12. Grounds for exclusion

Pursuant to Sub-section 1, Section 60 of the Kbt., a Tenderer, subcontractor or supplier of resources shall be excluded from participation in the procurement procedure that

- 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 in any similar 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 its economic or professional conduct by a judgment with the force of res judicata, until exonerated from the detrimental consequences of a criminal record; or whose activities are restrained for any period by a final court verdict pursuant to Paragraph b) or g) of Subsection (2) of Section 5 of Act CIV of 2001 on Criminal Sanctions with Respect to the Criminal Liability of Legal Persons, or if the Tenderer's operations are restrained by a final court order for similar reasons;
- d) has been excluded for any period from participating in public procurement procedures, during the period of said exclusion;
- e) has not fulfilled obligations with respect 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 it is established or with those of the country of the Contracting Entity, unless deferred payment has been authorised;
- f) has been found guilty of serious misrepresentation with respect to supplying false information in a public procurement procedure that has been concluded within three years, and was excluded from the procedure in consequence, until the end of the period specified in the final and binding decision;
- g) has been found guilty by a final administrative or court ruling adopted within the preceding two years and been sanctioned by employment penalty or default penalty under the Act on the Rules of Taxation for any infringement specified in Paragraph a) of Subsection (5) of Section 15 of Act XXXVIII of 1992 on Public Finances (hereinafter referred to as "PFA");
- 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 its home country, if found guilty of said crime by a final court verdict which has the force of res judicata, until exonerated from the detrimental consequences of having a criminal record.

Pursuant to Sub-section 1, Section 61 of the Kbt., any Tenderer or any subcontractor to be contracted in an amount in excess of ten per cent of the total value of the contract, or any supplier of resources, or any subcontractor under Paragraph d), shall be excluded from participation in the procurement procedure that

- a) has been convicted of a misdemeanour offense concerning its economic or professional conduct by a judgment made within five years to date, with no right of appeal;
- 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 the UMPA (Unfair Market Practices Act) 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 misdemeanour 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.

Pursuant to Sub-section 1, Section 62 of the Kbt., the Contracting Entity shall exclude from participation in the procurement procedure any Tenderer who - or in the case referred to in Paragraph b) of Sub-section 1 of Section 71 - whose subcontractor proposed to be contracted in a value in excess of ten per cent of the total value of the contract or whose supplier of resources:

- a) has been guilty of criminal negligence or grave professional misconduct within the preceding three years, or has been involved in any serious breach of obligation in connection with a public procurement contract within the preceding three years, as proven by any means which the authorities awarding contracts can justify;
- b) has been found guilty of serious misrepresentation in supplying false information in the public procurement procedure in violation of the provisions on disclosures [Sub-section 3 of Section 70, Section 71].

Manner in which grounds for exclusion are substantiated:

The Tenderer and – in the cases specified in Paragraphs b) and c) of Sub-section 1 of Section 71 – any subcontractor the Tenderer intends to involve in a value in excess of ten per cent of the total value of the contract and any supplier of resources shall

- a) make a declaration in the bid, in writing, that it does not fall under the scope of Sub-section 1 of Section 60 of the Kbt., and that it is entitled to provide evidence for such.
- b) the Tenderer (or in the case of joint tenders, the Tenderers) shall, if successful, provide proof, in accordance with Sub-sections 2-5 of Section 63 and Sub-section 1 of Section 63/A, within eight days following the announcement of results, that it/they does/do not fall under the scope of Sub-section 1 of Section 60, if it was not already verified in the tender application.

13. Rules governing the contracting of suppliers of resources

The circumstances hereunder shall not qualify as resources, therefore, they cannot be verified by involving a supplier of resources:

- Paragraph a) of Sub-section 1 of Section 66 of the Kbt. (statements issued by financial institutions, or evidence of relevant professional risk indemnity (liability) insurance)
 - Paragraph b) of Sub-section 1 of Section 66 of the Kbt. (submission of financial statements under the relevant accounting laws)
 - Paragraph c) of Sub-section 1 of Section 66 of the Kbt. (statement of the Tenderer's overall turnover and its turnover in respect of the services to which the contract relates)
 - Paragraph a) of Sub-section 1 of Section 67 of the Kbt. (references)
 - Paragraph d) of Sub-section 1 of Section 67 of the Kbt. (samples, description and/or photographs of the products to be supplied)
 - Paragraph e) of Sub-section 1 of Section 67 of the Kbt. (certificates attesting conformity with product specifications or standards)
 - Paragraph f) of Sub-section 1 of Section 67 of the Kbt. (quality control measures)
- unless majority control under the Hungarian Civil Code exists in respect of the Contracting Entity and the supplier of resources.

14. Deadline for the submission of bids

Bids shall be submitted by mail only if sent with acknowledgement of receipt. Any risk arising from a delay in postal delivery shall be borne by the Tenderer.

The Contracting Entity shall confirm the receipt of a bid submitted in person by issuing an acknowledgement of receipt on site. The Contracting Entity shall refuse to accept bids submitted in open or damaged envelopes.

The fact of submission shall be the actual delivery of the consignment, which is the date indicated on the acknowledgement of receipt form or the return receipt form.

Bids shall be submitted by 10:30 a.m. on 7 May 2010, to the following address:
National Office of the Chief Medical Officer for Public Health
1097 Budapest, Gyáli út 2-6. Building D, Floor I, Unit C
(to the attention of Dr András . Budai, National Screening Co-ordinator)

Pursuant to Sub-section 1 of Section 75 of the Kbt., the Contracting Entity may extend the final deadline for the submission of bids on one occasion citing the reason therefor. The Contracting Entity shall, prior to the expiry of the original deadline, publish the extension of said deadline in a public notice.

15. Bids submitted beyond deadline

The Contracting Entity shall declare all bids that it receives beyond the deadline that it has set for the submission of bids invalid.

16. Bid opening procedure

The Contracting Entity shall commence with the opening of bids at the place and the date specified in the Tender Notice and this Tender Documentation.

The Contracting Entity shall establish the expiry of the deadline for the submission of bids and the starting time for the opening procedure in accord with the actual time broadcast by either MR1 Kossuth Rádió or provided by Magyar Telekom Nyrt. via telephone by dialing number 180.

The opening procedure shall last until all bids submitted by the deadline for the submission of bids are opened.

The opening procedure shall be attended by members of the committee commissioned by the Contracting Entity, the representatives of the Tenderers, the persons invited by Tenderers, members of the Council of Public Procurements, the persons whom they have commissioned, as well as persons authorised to be in attendance by the applicable law. (Sub-section 2, Section 80 of the Kbt.)

The opening of bids shall commence in the presence of the Tenderers' representatives in attendance immediately following the expiry of the deadline for the submission of bids. Tenderers shall not be given separate notification of the date of opening the bids. To provide evidence of their attendance, the Tenderers' representatives in attendance shall sign an attendance sheet.

In the course of opening the bids, the following shall be disclosed from the original copies thereof: the name and address (registered seat, place of residence) of the Tenderer, major quantifiable data related to the evaluation (sub-) criteria and used in the evaluation process and any modification or possible withdrawal of the bid.

The Contracting Entity shall prepare minutes on the opening of the tenders, any significant event during the opening procedure and all the legal representations made, which it shall send to the Tenderers within five days.

17. Detailed examination and evaluation of bids

Following the opening of the bids, the persons commissioned by the Contracting Entity shall examine the said in detail and check, item by item, the documents submitted with respect to form and content. In the course of the itemised review of the bids circumstances that may give rise to declaring the bids invalid or to the exclusion of the Tenderer shall be established. Towards this end, the review of the bids, primarily from a content-related perspective, shall also be performed.

The Contracting Entity provides the opportunity for statements and certificates and other documents found to be missing in the course of the detailed examination of the bids and specified in Sub-section 2 of Section 83 of the Kbt., to be subsequently attached, their incompleteness to be rectified and any formal deficiencies with respect to the bid to be remedied.

The opportunity to rectify deficiencies is available in respect of all documents.

The Contracting Entity shall inform all the Tenderers simultaneously, directly and in writing about the rectification of deficiencies, specifying the deadlines and the deficiencies for each bid. The rectification of shortcomings shall not result in the modification of the components which constitute part of the professional Bid related to the public procurement technical specifications which the Contracting Entity provided in the Tender Notice or the Tender Documentation and which are assessed in accordance with Sub-section 4 Section 81. Furthermore, in the course of rectifying deficiencies, the Tenderer may not add to its bid a new joint Tenderer, sub-contractor or supplier of resources or attach any documents pertaining to these.

If the documents submitted as part of the rectification of deficiencies contain components not affected by the remedy process, and there are discrepancies between said documents and the original bid, the Contracting Entity shall regard the original bid as prevailing.

In order to facilitate the examination, evaluation and comparison of bids and in order to clarify the meaning of unclear statements, declarations and certificates relating to documents concerning grounds for exclusion and eligibility, as well as other documents prescribed in the Tender Notice or in the Tender Documents, the Contracting Entity may request any of the Tenderers, while concurrently notifying the other Tenderers, to clarify their bid or to provide the necessary information. Requests for clarification and any additional information provided shall be in writing. Clarification shall not entail the modification of the bid. (Section 85 of the Kbt.)

The Contracting Entity shall request, in writing, an explanation from the Tenderer Bidding an unreasonably low or high Bid price in accordance with Sub-sections 1 to 7 of Section 86 of the Kbt. The Contracting Entity shall request an explanation and details of the constituent elements of the bid in particular if the wage costs calculated based on the Bid price fail to reach the level of the wages considered reasonable for the given sector, or if they are unreasonably higher than said wages, or if the costs of materials and equipment in connection with the contract (purchase prices/value at cost) are below the costs considered reasonable for the given sector, or if they are unreasonably higher than said costs.

In the event of any calculation error in the bid, the Contracting Entity shall take into account the unit price if there is a discrepancy between unit prices and the aggregate price, and the sum written out in letters if there is a discrepancy between sums written out in numbers and those in

letters, and, based thereon, shall correct the calculation error made by the Tenderer. The calculation errors in the bid shall be corrected by the Contracting Entity, who shall inform all Tenderers about the fact of the correction concurrently, directly, in writing and without delay. (Section 84 of the Kbt.)

If any constituent element of a tender appears to be impossible based on the evaluation factors, or excessively high or excessively low, or contains disproportionate commitment, the Contracting Entity shall request, in writing, additional information and an explanation concerning the constituent elements in question. The Contracting Authority shall communicate this request in writing to all other Tenderers at the same time. (Section 87 of the Kbt.)

The Contracting Entity shall – as a result of the detailed examination of the Bids and in accordance with the stipulations of the bid, the Tender Documentation and the Kbt. – identify the bids that are invalid and Tenderers who will have to be excluded from the procedure.

18. Invalidity of the bid

The invalidity of the bids shall be established with reference to Paragraphs a)-h) of Sub-section 1 of Section 88 of the Kbt. as legal grounds; the Contracting Entity shall decide on the exclusion of the Tenderer in accordance with Sub-sections 2-4 of Section 88 of the Kbt.

Pursuant to Sub-section 1 of Section 88 of the Kbt., a bid shall be rejected if:

- a) submitted later than the final deadline for submission of bids as specified in the Tender Notice;
- b) the Tenderer in question has failed to provide the guarantees required in compliance with applicable regulations;
- c) the Tenderer or its subcontractor fails to comply with the provisions concerning conflict of interest (Section 10);
- d) the Tenderer or its subcontractor has been excluded from the procedure;
- e) the Tenderer or its subcontractor proposed to be contracted in a value in excess of ten per cent of the total value of the contract failed the requirements for competence prescribed for contract performance;
- f) it fails to conform with the terms and conditions defined in the Tender Notice or in the Tender Documents, or the applicable statutory provision in any other way;
- g) the price indicated therein is abnormally low;
- h) any constituent element appears to be impossible, or excessively high or excessively low, or contains an unreasonable commitment;
- i) the Tenderer and its subcontractor to be contracted in a value in excess of ten per cent of the total value of the contract, or any supplier of resources to the Tenderer failed to provide proof within eight days following the announcement of results, that they do not fall under the scope of Sub-section 1 of Section 60, or Sub-section 1 or 2 of Section 61 if so instructed by Contracting Entity, or if they engaged in misrepresentation in supplying any false statement therefor.

Based on Sub-section 2 of Section 88 of the Kbt., the Contracting Entity shall exclude from the procedure any Tenderer (or its subcontractor):

- a) who has submitted a tender in spite of being subject to the grounds for exclusion (Sections 60-61);
- b) in respect of whom a reason for exclusion has arisen in the course of the procedure (Sections 60-62).

Based on Sub-section 3 of Section 88 of the Kbt., the Contracting Entity shall exclude from the procedure any Tenderer whose supplier of resources is an organisation

- a) to whom any of the grounds for exclusion under Sections 60-62 apply;
- b) in respect of whom a reason for exclusion has arisen in the course of the procedure (Sections 60-62).

Based on Sub-section 4 of Section 88 of the Kbt., the Contracting Entity may exclude any Tenderer from the procedure

- a) who is not eligible to receive national treatment [Sub-section 4 of Section 1]; or
- b) whose tender includes products which are not eligible to receive national treatment [Sub-section 4 of Section 1].

The Contracting Entity shall, within five days from the date of the decision on invalidity, while indicating the underlying reason for its decision, notify, in writing, the Tenderer whom it has excluded from the procedure or declared as ineligible for the performance of the contract or whose contract it has declared invalid.

19. Evaluation and comparison of bids

The Contracting Entity shall evaluate the valid bids in accordance with IV.2 of the Tender Notice.

Evaluation criteria and corresponding weighting:

- 1. Gross bid price (HUF, the lower, the more advantageous) weighting: 68
- 2. Calibration stability of the product Bided (days, the higher the number, the more advantageous) weighting: 8
- 3. Stability of the sample of the product Bided (days, the higher the number, the more advantageous) weighting: 8
- 4. Stability of the product Bided after the test kit is opened (days, the higher the number, the more advantageous) weighting: 8
- 5. Width of the measuring range (ng/ml, the higher the value, the more advantageous) weighting: 8

Scoring method and the minimum and maximum number of points to be awarded:

The number of awardable points ranges from 1 to 100 with respect to all sub-criteria. In the award procedure, when the individual sub-criteria are evaluated, the most advantageous bid is awarded the highest number of points; the points that can be awarded to the other bids shall be established in proportion to the best bid. Subsequently, the points awarded for each sub-criteria are multiplied by the weight allocated to the given sub-criterion, and subsequently they are aggregated with respect to all the sub-criteria. The points thus aggregated for each bid are compared.

If more than one bid is awarded the highest maximum total number of points, the winning bid shall be the one with the lower price. In the event that the prices are identical, the winning bid shall be the one which was awarded a higher point for the sub-criterion having the highest weighting among the sub-criteria for which the points awarded were not identical. If, based on the above, no winning bid can be selected, the Contracting Entity shall select one in a draw held in the presence of a notary public and involving the bids with the highest identical total number of points.

The formula applied:

(the lower, the more advantageous): If the lowest value is the most advantageous:

$$P = A_{\text{the most advantageous}} / A_{\text{reviewed}} \times (P_{\text{max}} - P_{\text{min}}) + P_{\text{min}}$$

(the higher, the more advantageous): If the highest value is the most advantageous:

$$P = A_{\text{reviewed}} / A_{\text{the most advantageous}} \times (P_{\text{max}} - P_{\text{min}}) + P_{\text{min}}$$

A_{reviewed} The reviewed parameter

$A_{\text{the most advantageous}}$ the most advantageous parameter

P_{max} the maximum awardable number of points: 100

P_{min} the minimum (lowest) awardable number of points: 1

Prescriptions applicable to the figures Bided:

2. Calibration stability of the product Bided (days, the higher the number, the more advantageous) min. 1 day

3. Stability of the sample of the product Bided (days, the higher the number, the more advantageous) min. 7 days

4. Stability of the product Bided after the test kit is opened (days, the higher the number, the more advantageous) min. 7 days

The Contracting Entity shall declare invalid any bid that departs from the above.

20. Award criteria

The Contracting Entity shall evaluate the bids of the financially, economically, technically and professionally eligible Tenderers that meet the technical and professional requirements specified in this public procurement document in accordance with the bid that quotes the lowest price, pursuant to Paragraph a) of Sub-section 2 of Section 57 of the Kbt.

21. The result of the procedure

The winner of the procedure shall be the Tenderer who – based on the conditions laid down in the Tender Notice and the Tender Documentation and according to the evaluation criteria set forth in IV.2 of the Tender Notice – submitted the most advantageous valid Bid to the Contracting Entity.

Pursuant to Section 92 of the Kbt., the award procedure shall be deemed unsuccessful, if

- a) no bid was received;
- b) all received bids were rejected for reasons of invalidity;
- c) the Contracting Entity deemed all bids - including the one received from the Tenderer submitting the economically most advantageous bid - unacceptable in view of the funding available to the Contracting Entity;
- d) so declared by the Contracting Entity due to its being unable to conclude or fulfil the contract [Section 82];
- e) the Contracting Entity decides to call off the procedure due to the conduct of one of the Tenderers gravely violating the fairness of the procedure or the interests of other Tenderers;
- f) based on a conciliation procedure, the Contracting Entity decides to declare the procedure unsuccessful;
- g) the Public Procurement Arbitration Committee overrules a decision of the Contracting Entity, and in consequence the Contracting Entity decides to launch a new procurement procedure or to cancel the procedure altogether.

Pursuant to Section 92/A,

- (1) the Contracting Entity shall declare the procedure unsuccessful if only one bid has been submitted, even if the bid would otherwise be accepted.
- (2) the award procedure shall be deemed unsuccessful, if only one of the submitted bids is valid.
- (3) the award procedure shall not be declared unsuccessful according to Section 92/A of the Kbt., if the previous procedure of the same Contracting Entity was also unsuccessful under this Section, and the Contracting Entity opened the procedure for the same object without making any changes in the Tender Notice and the Tender Documents.

22. Information on the evaluation of bids, announcement of the results of the award procedure

The Contracting Entity shall invite the Tenderers to the announcement of the decision concerning the evaluation of the bids, held on the date specified in the Tender Notice, by way of this Tender Documentation. The persons specified in the applicable statutory regulations shall be invited by way of a separate invitation.

The Contracting Entity shall, in accordance with Sub-section 2 of Section 93 of the Kbt., draw up a written report on the bids received, which, pursuant to Sub-section 1 of Section 96 of the Kbt., it shall disclose and hand over to the Tenderers in attendance at the announcement of the results and send to Tenderers who are absent via fax or e-mail on the day of and immediately following the announcement of the results.

At the announcement, the Contracting Entity shall request the winning Tenderer to submit the certificates under Sub-sections 2 and 3 of Section 63 within eight days. In the event the winning Tenderer is not in attendance, the Contracting Entity shall, immediately following the announcement of the results, by way of a request sent simultaneously via both e-mail and fax, request it to submit the certificates. The winning Tenderer, in the event that it was not in attendance at the announcement of the results, shall not, if it fails to submit the certificates by the applicable deadline, cite its being absent from the announcement of the results as a reason.

Based on Sub-section 2 of Section 94 of the Kbt., the Contracting Entity may, if justified, postpone the date scheduled for the announcement of results once by no more than thirty days. In this case, the Contracting Entity shall notify all Tenderers prior to the original date, directly, in writing and concurrently of the postponement and the reasons thereof, and, if necessary, shall communicate the new date scheduled for contracting.

Pursuant to Sub-section 4 of Section 94 of the Kbt., the Contracting Entity may announce the results of the award procedure – if there is valid reason therefor – sooner than the date indicated in the Tender Notice, of which it shall notify all Tenderers directly, in writing, at the same time at least two working days prior to the date as brought forward, citing the reasons therefor.

Pursuant to Section 97 of the Kbt., at the request of any Tenderer whose bid was not rejected the Contracting Entity shall provide information concerning the winning bid and the benefits that it Bids relative to the enquiring Tenderer's, within five working days, taking into consideration the legitimate interest of the winning Tenderer with respect to protection of its business secrets.

The Contracting Entity shall, pursuant to Sub-section 2 of Section 98 of the Kbt., dispatch a notice on the result or the fact of unsuccessfulness of the procedure for publication in the Public Procurement Newsletter within five working days from the date of announcement of the results, or, if the procedure was unsuccessful, from the expiry of the deadline for the announcement thereof.

The Contracting Entity shall, pursuant to Sub-section 3 of Section 98 of the Kbt., dispatch a notice on the result or the fact of unsuccessfulness of the procedure for publication in the Official Journal of the European Union no later than within five working days from the date of contract's conclusion, or, in the absence thereof, from the planned date of concluding the contract.

23. Conclusion of contract

Upon the successful completion of a public procurement procedure a contract shall be concluded with the organisation (person) referred to in Section 91 in writing with the contents set forth in the Tender Notice, Tender Document and in the bid.

In justified cases the Contracting Entity may set the date of the contract conclusion at a date that is later than the 20th day from the announcement of results, which, however, cannot be later than the 30th day from the day of the announcement thereof.

In order for the contract to be signed (executed) – unless the Tenderer's office-holders authorised to sign the contract wish to do so in person – an authorisation, drawn up either as a separate original public deed or as a private deed with full probative force, authorising the signing of the contract shall be provided for the company or the persons representing the Tenderer even if the bid was submitted, on behalf of the Tenderer, by another duly authorised company or person, however, the authorisation does not contain express authorisation for the signing of the contract.

The Contracting Entity shall be released from the obligation of contracting if unable to conclude or perform the contract due to any unforeseen circumstance beyond its control that occurred following the announcement of the results (Sub-section 3, Section 99 of the Kbt.)

24. Cancellation by the winning Tenderer

If the winning Tenderer rejects the contract's conclusion, the Contracting Entity shall – provided it made provision therefor in the Tender Notice – either conclude the contract with the Tenderer whose Bid was declared as the second most advantageous in the award procedure, or announce a second invitation to tender.

c) Formal requirements for the bid

1. Format and signing of the bid

The original and two photocopied versions of bids (along with their annexes) shall be submitted in separate, sealed envelopes. If there is any discrepancy between the original and the photocopied versions, the contents of the original shall prevail.

The Tenderers shall place the original and each of the photocopied versions of the bid in separate inner envelopes, then all the copies in one outer envelope (box or package), which is then sealed. Each inner envelope shall clearly show whether the document contained inside is the “eredeti” (“original”) or the “másolat” (“copy”). The outer envelope (box or package) shall clearly bear the designation and code number of the procedure as follows:

Public procurement procedure no. SG-501

Purchase of chemical agents suitable for the detection of occult blood in human faeces

NOT TO BE OPENED before the deadline for submission of bids (10:30 a.m. 7 may 2010)!

The outer envelope must also bear the Tenderer's registered corporate name and headquarters, or, if one of the Tenderer's organisational units proceeds in this public procurement procedure, then the premises or branch of said organisational unit.

If the copies of the bid fail to bear the word 'original' or 'copy', then the Contracting Entity shall regard the copy first removed from the packaging during the opening procedure as original.

The bid shall be submitted in a sealed package. The packaging shall qualify as not sealed if any one copy of the bid can be removed from it without the packaging being damaged.

The copies of the bid shall be submitted typed, printed out on a computer or in indelible ink. All the pages of the bid and all its annexes that contain information shall be furnished with continuous page numbering and each page initialled. The declarations, the price table and the fiche (Bid or registration sheet) shall be signed by the signatory person or persons in their own hand in compliance with the requirements of corporate signing.

Any insertion, supplementation, deletion, writing-over and any change affecting the original text in any way and to any extent (hereinafter jointly: Correction) shall be validly made only if the original bears the original initials of the signatory person or persons next to the Correction. In the event that any correction is made, the erroneous text shall be crossed out (the use of correction fluid or corrective stickers is not allowed), and the person making the correction shall indicate the fact and date of the Correction next to the corrected text.

Copies of the bid shall be submitted in damage-proof binding guaranteeing their integrity, i.e. that no sheet is removed from or inserted in the bid without the physical integrity of the bid being damaged. (Accordingly, wire-stitching or using binders/folders shall be acceptable only if the sheets are fixed firmly in place by means of additional methods of fastening, e.g. a piece of string has been threaded through the sheets with the two loose ends of the string attached firmly to the side of the sheets so that they cannot come apart without being damaged (e.g. they are fixed with a sticker which is then stamped).)

d) Content Requirements of the Bid

The Tenderer shall, in its bid, provide the documents listed in the table below if, based on this Tender Documentation, the given declaration, certificate or other documents pertains/pertain to the Tenderer, its subcontractor to be contracted in a value in excess of ten per cent of the total value of the contract or any supplier of resources to the Tenderer. The documents in the bid shall comply with the content and formal criteria detailed in the table.

Please remember to make the declarations in accordance with the contents of the document templates provided in the Tender Documentation.

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Cover sheet	X	X	X	As per the document template		
Table of Contents	X			Should contain page numbers		
Fiche (Bid or registration Sheet)	X			As per the document template	To be furnished with corporate signature Original or certified copy	
Price table	X			As per chapter III	To be furnished with corporate signature Original or certified copy	
1. General documents						
Receipt verifying the purchase of the Tender Documentation	X				A simple photocopy	
Co-operation agreement of joint Tenderers	X			Assumption of joint and several liability, rules of assuming liability vis-à-vis each other, description of tasks and powers	To be furnished with corporate signature Original or certified copy	
Letter of authorisation	X	X	X	As per the document template	To be furnished with corporate signature Original or certified copy	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Declaration pursuant to Ss. 2, S. 70 of the Kbt.	X			As per the document template	To be furnished with corporate signature Original or certified copy	
Declaration pursuant to Ss. 4, S. 70 of the Kbt.	X	X		As per the document template	To be furnished with corporate signature Original or certified copy	X
Declaration pursuant to P. a), Ss. 1, S. 71 of the Kbt.	X			As per the document template Declaration on the absence or “no” must also be enclosed.	To be furnished with corporate signature Original or certified copy	X
Declaration pursuant to P. b), Ss. 1, S. 71 of the Kbt.	X			As per the document template Declaration on the absence or “no” must also be enclosed.	To be furnished with corporate signature Original or certified copy	X
Declaration pursuant to P. c), Ss. 1, S. 71 of the Kbt.	X			As per the document template Declaration on the absence or “no” must also be enclosed.	To be furnished with corporate signature Original or certified copy	X
Declaration pursuant to Ss. 3, S. 71 of the Kbt.	X			As per the document template	To be furnished with corporate signature Original or certified copy	X
Copyright declaration	X			As per the document template	To be furnished with corporate signature Original or certified copy	X
Conflict of interest declaration	X	X	X	As per the document template	To be furnished with corporate signature Original or certified copy	X

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
2. Evidence for no grounds for exclusion						
Statement regarding grounds for exclusion under Ss. 1, S. 60 and Ss.1, S. 61	X	X	X	As per the document template	To be furnished with corporate signature Original or certified copy	X
Certificate of incorporation	X	X	X		Issued not earlier than 60 days prior to the deadline for the submission of bids Original or certified copy (the winning Tenderer may enclose the document within 8 days from the announcement of the results)	
Clean criminal record (only in the case of private entrepreneurs)	X	X	X		Issued not earlier than 60 days prior to the deadline for the submission of bids Original or certified copy (the winning Tenderer may enclose the document within 8 days from the announcement of the results)	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Business licence (only in the case of private entrepreneurs)	X	X	X		Certified copy (the winning Tenderer may enclose the document within 8 days from the announcement of the results)	
A certificate issued by APEH (Hungarian Tax Authority) or the corresponding foreign tax authority and social security authority	X	X	X	It must show that it has been issued "for the purpose of use in a public procurement process".	Issued not earlier than 1 year prior to the announcement of the results Original or certified copy (the winning Tenderer may enclose the document within 8 days from the announcement of the results)	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Certificate issued by the Hungarian Customs and Finance Guard or the corresponding foreign customs office	X	X	X	It must show that it has been issued "for the purpose of use in a public procurement process".	Issued not earlier than 1 year prior to the announcement of the results Original or certified copy (the winning Tenderer may enclose the document within 8 days from the announcement of the results)	
Declaration on whether Act LXXV of 1996 on Labour Inspection and Act XLVIII of 1993 on Mining apply to Tenderer	X	X	X	As per the document template	To be furnished with corporate signature Original or certified copy	
3. Data and facts supporting the Tenderer's eligibility						
3./a. Financial eligibility						
Tenderer's declaration on account-keeping financial institutions and bank accounts	X	X	X	As per the document template Should cover all the bank accounts indicated in the certificate of incorporation	To be furnished with corporate signature Original or certified copy	X

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Certificate by financial institutions	X	X	X	<p>In respect of all bank accounts the following information:</p> <ul style="list-style-type: none"> • How long the given financial institution has been managing the Tenderer's bank account, • whether the account-holder (i.e. the Tenderer) honours its payment obligations in a timely manner • Whether in 2008 or 2009 any prompt collection order had to be refused for lack of funds • 	<p>Issued not earlier than 60 days prior to the deadline for the submission of bids</p> <p>Original or certified copy</p>	
Declaration of commitment by suppliers of resources with regard to their financial and economic capabilities (if appropriate)			X	As per the document template	<p>To be furnished with corporate signature</p> <p>Original or certified copy</p> <p>Authenticated by notary public if appropriate</p>	X
Agreement between the supplier of resources and the Tenderer (if appropriate)			X	As per the document template	<p>To be furnished with corporate signature</p> <p>Original or certified copy</p>	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
3./b. Technical and professional eligibility						
List of references	X	X	X	As per the document template In respect of years 2007-2009 With respect to the supply of chemical agents suitable for the detection of occult blood in human faeces	Original or certified copy	
Declarations of references	X	X	X	As per the document template Reference for years 2007-2009, at least 1 reference per year for the supply of chemical agents suitable for the detection of occult blood in human faeces in a number of portions that is adequate for the screening of at least 10,000 persons	To be furnished with corporate signature Original or certified copy	
Certification from certifying bodies	X	X	X	ORKI, CE or equivalent quality assurance certificate	A simple photocopy	
Declaration of commitment by suppliers of resources with regard to their technical and professional capabilities (if appropriate)			X	As per the document template	To be furnished with corporate signature Original or certified copy Authenticated by notary public if appropriate	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Agreement between the supplier of resources and the Tenderer (if appropriate)			X	As per the document template	To be furnished with corporate signature Original or certified copy	
4. Professional documents						
Technical parameters of the product Bided				As per Chapter III - analysis-related and other performance indicators of the test kit - diagnostic capabilities of the test kit - costs per examination per patient - terms and conditions of insurance coverage for and maintenance under warranty of the measuring equipment		
5. Other documents						
Specimen signature(s)	X	X	X	The signature specimen of the person duly authorised to sign for the company and signing the bid or granting authorisation for the signing of the bid	Original or certified copy	
Declaration on classification under Kkvt (Act on SMEs).	X			As per the document template	To be furnished with corporate signature Original or certified copy	

Name of document	To be submitted by			Content criteria	Formal criteria	Misrepresentation (Ss. 9/A, S. 4 of the Kbt.)
	Tenderer	subcontractor exceeding 10% of total value	supplier of resources			
Confidentiality statement	X	X	X	As per the document template	To be furnished with corporate signature Original or certified copy	
Business secret statement (if appropriate)	X			As per the document template	To be furnished with corporate signature Original or certified copy	
Draft contract	X			Based on Chapter IV	To be completed; not specifying the conditions that are more disadvantageous for the Contracting Entity than those stipulated	
Declaration on acceptance of draft contract	X			As per the document template	To be furnished with corporate signature	
Other documents intended to be attached	X	X	X			

III. Specifications

Technical specifications

The tasks to be carried out by the supplier in the course of delivery/performance and the duties whose fulfilment is required by contractual performance are set forth in the contractual terms and conditions laid down in Chapter IV of this documentation.

Objective

Diagnostic procedure financed as a model programme by the Ministry of Health within the framework of the National Programme for Public Health, suitable for the public health screening of the population, *aimed to detect occult blood in human faeces with a human haemoglobin-specific immunochemical method providing automated results* which can be corroborated by strong and highly reliable scientific evidence and the diagnostic performance of which with respect to the screened population is good. The objective of this public procurement is, with a view to implementing the above, to purchase sample collection receptacles and chemical agents, and to secure the on-site installation of automated measuring equipment.

Quantity

Number of the tests intended to be conducted within the framework of the model programme over a 12-month period: *30,000 persons (+100%)*

Specifications

Criteria for the sample collection receptacle:

- should provide the possibility for samples at least in a number required by the sampling method to be collected,
- should be easy for patients to handle,
- handling instructions in Hungarian for patients should be available,
- suitable for forwarding as a consignment by mail,
- should come with an at least one-year shelf life period,
- should be CE labelled.

Analysis-related criteria for the test kit and the measuring equipment:

- lower threshold for the detectability of occult blood in faeces: min. 50 ng/ml or below,
- speed of analysis: at least 200 tests/hour,
- can be submitted to standard internal and external laboratory quality assurance procedures,
- product shelf life of the chemical agents should – in light of the annual number of tests – be at least 14 months,
- threshold value of the test prozone effect should be fixed,
- the test kit should comply with the European IVD directive and be CE labelled,
- the test kit should be able to signal the prozone effect,
- the automated measuring equipment should be suitable for producing qualitative results.

The bid should contain

1. analysis-related and other performance indicators of the test,
2. indicators of the diagnostic capabilities of the test kit (e.g. sensitivity, specificity, predictive value, diagnostic cut-off value and ROC curve) in respect of the screened population; scientific evidence supporting data,
3. costs per test per patient, including the costs of one single test and other fast-moving materials as well as the costs of control tests and calibration needed for ensuring measuring reliability,
4. terms and conditions of insurance coverage for and maintenance under warranty of the measuring equipment.

Price table

Serial number	Description	Quantity (portion) (+at most 100%)	Net unit price (HUF/portion)	VAT (%)	VAT (HUF)	Gross unit price (HUF/portion)	Net aggregate price (HUF)	VAT (HUF)	Gross aggregate price (HUF)
1.	chemical agents suitable for the detection of occult blood in human faeces sample collection receptacles (in a number required by the sampling method) required for the storage of samples (if the evaluation technology of the Bided product requires) at least 1 piece of measuring equipment installed by the Tenderer at the premises for the term of the contract	30 000							

IV. Draft Contract

SUPPLY CONTRACT (Draft)

made by and between

- The National Office of the Chief Medical Officer for Public Health of the State Public Health and Medical Officer's Service, 1097 Budapest, Gyáli út 2–6., represented by Dr. Falus Ferenc, Chief National Medical Officer as Client (hereinafter: Client), on the one part,
- and, address: represented by as Supplier (hereinafter: Supplier) – *in the case of a joint tender Tenderers shall have joint and several liability* – on the other part,

- hereinafter jointly: Parties – at the place and on the date indicated below and under the following terms and conditions:

1. Preliminaries

- 1.1 The Client, pursuant to Act CXXIX of 2003 on Public Procurement, by publishing a Tender Notice (hereinafter: Notice), has launched a simplified public procurement procedure for the purchase of chemical agents suitable to detect occult blood in human faeces and accessories needed for screening.
- 1.2 The Contracting Entity has, for the supply of the chemical agents under the object of this contract and based on the evaluation method prescribed in the Notice, declared the Supplier as winning Tenderer.
- 1.3 The Notice, the Tender Documentation (hereinafter: Documentation) and the bid (hereinafter: Bid) submitted by the winning bidder (Supplier) shall constitute an inseparable part of this contract.
- 1.4 Since in the public procurement process the winning entities submitted a joint tender, the rights arising from this contract shall be due to them jointly and severally; likewise, they shall honour their obligations jointly and severally. Parties agree already at this stage that any communication by the Client to any one of the winning entities shall be regarded as having been communicated to both of them – (in the case of a joint Bid).

2. Object of the Contract

- 2.1 Supply, under the terms and conditions of this contract, of immunochemical agents for the detection of occult blood in human faeces and the accessories required for screening (hereinafter: Chemical Agent) Bided in the Bid, complying with the specifications (quantity, quality and shelf life ("best before") requirements) determined in section ... of the technical description in the Documentation and detailed below.

Name of Chemical Agent:

Total quantity:

Test kits required for the screening of 30,000 persons, sample collection receptacles (in a number required by the sampling method) required for the storage of samples and – if the evaluation technology

of the Bided product requires so – at least 1 piece of measuring equipment installed by the Tenderer at the premises for the term of the contract (The quantity to be ordered by the Contracting Entity may depart from this quantity by at most 100%.)

Packaging: Original packaging (not necessarily sterile)

Shelf life: The Chemical Agent shall be usable for 14 months from the date of being delivered.

Deadline of delivery: 30th day from the day of concluding contract

2.2 Object of the contract:

- 2.2.1 Delivery and warehousing of the offered Chemical Agents to and at the place specified in Points 4.1 and 4.2 of this contract by the applicable deadline
- 2.2.2. In the course of delivery the Tenderer shall, during the importing of the Chemical Agent to Hungary, fulfil the obligations imposed on it by the customs administration procedure under Act CXXVI of 2003 on the Customs Law of the European Community and the implementation thereof; furthermore, it is the Supplier's duty to obtain all the licences required for the domestic distribution under the prevailing effective statutory regulations.

3. Delivery criteria

3.1 Obligation to co-operate

- 3.1.2 The Supplier shall, in performing this contract, particularly in the course of the handover and quality and quantity inspection of the goods, co-operate with the Agent commissioned by and proceeding on behalf of the Client.

Dates of delivery, scheduling

- 3.2.1 Deliveries shall be scheduled in accordance with the delivery dates specified in Point 2.1 of this contract in respect of the Chemical Agent in the quantity prescribed therein.
- 3.2.2 Under this contract the Client may depart from the quantity prescribed in the Documentation, however, only to the extent (+100%) specified in the Documentation.
- 3.2.3 Furthermore, the Client shall also have the right to depart from both the date of delivery and the delivered quantity. In this case the Client shall notify the Supplier of the changes at least 1 month prior to the original delivery date directly (or by way of the appointed contact person) in writing (via telefax or mail). The Supplier shall, without delay, confirm the notification in writing (via telefax or mail). The Client may modify the quantity of the Chemical Agent to be delivered with due consideration for the difference expressed in percentages prescribed in Point 3.3.1 of this contract.
- 3.2.4 The Supplier shall perform the deliveries without separate notification from the Client.
- 3.2.5 The Supplier shall notify the Distributor of the arrival of the goods at least 3 days prior to the delivery.

3.3 Placement of additional orders

- 3.3.1 The Client may depart from the quantity specified for the Chemical Agent in the Documentation to by the extent specified in the Documentation at the most (+100%).
- 3.3.2 The Client may place an additional order not later than 1 month prior to the date of the scheduled delivery.
- 3.3.3 The Client shall notify the Supplier or its designated contact person of the placement of the additional order in writing (via fax or mail). The Supplier shall confirm the placement of the additional order without delay. In the course of the additional order the parties shall co-operate and observe each other's interests and other circumstances. Accordingly, the Client shall – if the need for the placement of an additional order can be foreseen – notify the Supplier of such

eventuality and the foreseeable quantity directly. In this case the Supplier shall, without delay, confirm the order placed after the direct communication.

4. Place of delivery

- 4.1. The Parties agree on the Client's warehouse as the place of delivery. The address of the warehouse: 1097 Budapest, Váci út 39.
- 4.2. The Client shall – in the event the place of delivery changes – notify the Supplier or its designated contact person not later than two weeks prior to the due delivery.

5. Procedural rules for quantity and quality inspections

5.1 Quantity inspection

- 5.1.1 The quantity inspection and receipt of the Chemical Agent shall take place upon its arrival to the place of delivery.
- 5.1.2 The consignment note and waybill are the specifying quantity.
- 5.1.3 The integrity and quantity of the package units shall be inspected by the Client's agent. Taking over the shipping documents issued for the package units to verify the intact and unwrapped condition and the prescribed quantity, and the signing of the consignment note shall bring the delivery to a conclusion.
- 5.1.4 The Supplier and the Agent shall draw up a record of any package unit damaged during the delivery or upon handover by the Supplier, specifying the data suitable for the identification of the package affected by said damage, the extent thereof, the quantity of the materials that might have become unsuitable for use, the alleged cause of the damage and instructions for the future fate of the damaged products.
- 5.1.5 The Client or its agent shall notify the Supplier regarding the future fate of the damaged goods under Point 5.1.4.

5.2 Quality inspection

- 5.2.1 The composition, quality, storage, handling and manner of use of the supplied Chemical Agent shall be governed by the effective application instructions provided by the Supplier.
- 5.2.2 The inspection of the quality of the Chemical Agent shall take place at the 1097 Budapest, Gyáli u. 2-6. premises.
- 5.2.3 The quality inspection of the Chemical Agents shall be performed in accordance with the applicable EU criteria.
- 5.2.4 The Chemical Agent declared as adequate by the Client, with a serial number and approved documentation can be deemed as meeting the quality criteria set forth in the contract.
- 5.2.5 The delivery of a production item declared inadequate shall qualify as faulty performance, of which OTH (National Office of the Chief Medical Officer for Public Health) shall, without delay, notify the Supplier.
- 5.2.6 The Supplier shall – in the case of a Chemical Agent declared inadequate or damaged under Points 5.1.4 and 5.1.5 – at its own cost, ensure that the Chemical Agents declared deficient are returned from the place of the inspection and loading and/or destroyed in accordance with the applicable professional standards.
- 5.2.7 If the name and/or packaging of the Chemical Agent is different from that specified in the contract or its shelf life is shorter than that prescribed, the Client shall have the right to consider the delivery as faulty performance and, without further quality inspection, ask for the replacement of the consignment.

6. Delivery fee

- 6.1. The price of the Chemical Agent constituting the object of this contract (hereinafter: delivery fee):

Price of one portion of the Chemical Agent: HUF ... + VAT, i.e. gross ... Forints

- 6.2. The Supplier undertakes to consider the delivery fee fixed, which it shall not increase on any grounds whatsoever.
- 6.3. The delivery fee shall comprise all costs incurred in the performance all the tasks stipulated herein in accordance with the provisions of this contract and the applicable law. The Contracting Parties agree that, apart from the delivery fee, the Supplier shall not have the right to charge any further costs, and that the delivery fee shall comprise all costs (manufacturing, packaging, shipping and handover, etc.) related to the performance of this contract.

7. Terms of payment

- 7.1. The payment of the purchase price shall, in the case of performance complying with and with the content specified in the contract, be effected by transfer within 30 days from receipt of the HUF invoice submitted after a confirmed performance, in accordance with the rules of treasury disbursements.
- 7.2. The Supplier shall have the right to submit the invoice after the confirmed delivery of the Chemical Agent in the quantity specified in Point 2.1.
- 7.3. The waybill, the document certifying receipt of the goods, the receipt of acceptance or the receipt record shall be attached to the invoice.
In the case of any delay in payment a default interest, identical with the central bank base rate prevailing at the date of default, can be charged to the Client.

8. Collateral obligations securing the contract

- 8.1. The Supplier shall, in the case of a delay in delivery for reasons attributable to it or within its control, be obliged to pay penalty, the basis of which shall be the purchase price of the goods delivered with a delay or not delivered at all, the amount of which shall be 1 (one) per cent per calendar day.
 - 8.1.1. The first day of late performance shall be the expiration date of the given delivery deadline.
- 8.2.2 In the case of faulty performance specified in Points 5.4.1, 5.4.2, 5.2.6 and ..., the starting date for Supplier's penalty payment obligation shall be the expiration date of the delivery deadline under Points 3.2 and 3.3.
- 8.2.3 In the case of faulty delivery the first day of the Supplier's penalty payment obligation shall be the date when notification (5.2.5) of faulty performance is sent.
- 8.3 The Client is entitled to offset the amount of the penalty calculated as specified above against the amount indicated on the Supplier's due invoice.
- 8.4 If the contract defaults or becomes impossible to honour for reasons within the Supplier's control, the Supplier shall pay a one-off default penalty. The extent of the failure penalty shall be 25% of the price of the failed delivery.

9. Termination of the contract

- 9.1 The Client may terminate this contract with extraordinary termination if the Supplier's performance suffers delays or is faulty.

10. Miscellaneous provisions

- 10.1 The Parties acknowledge that, pursuant to Government Decree 2190/2002. (VI. 21.) on the use of budgetary funds, the State Audit Office and the Government's Audit Office are both entitled to inspect whether the budgetary funds are used for their intended purpose, and that based on Section 19 of Act LXIII of 1992 on the Protection of Private Data and the Publicity of Data of Public Interest and Section 81 of Act IV of 1959 of the Civil Code, they shall not withhold

information with respect to the contents of this contract citing business secrets as their reason therefor

- 10.2 The Parties declare that the primary means of settling any dispute that may arise between them shall be immediate conciliation talks between their representatives, which shall, in all cases, be held at the Client's registered office. All legal disputes shall be governed by Hungarian law, and the Parties shall submit themselves – subject to the litigated value – to the exclusive jurisdiction of the Central District Court of Pest or the Metropolitan Court.

This five-page document has been drawn up in six identical counterparts. Having read and understood this contract, the contracting parties duly executed it as being in full harmony with their transactional will and what was agreed upon during the public procurement procedure.

.....
Client

.....
Supplier

Financially approved and countersigned by

.....

V. DOCUMENT TEMPLATES

COVER SHEET

Number and object of the procedure:	SG-501 purchase of chemical agents suitable for the detection of human faecal occult blood
Particulars of the company submitting the Bid – Name:	
Address:	
Telephone number:	
Fax number:	
E-mail address:	
Company registration number:	
Court of Registration:	
Statistical Code:	
Tax number:	
EU tax number:	
Classification under Kkvt. (Act on SMEs):	
Name of account-keeping bank and bank account number:	
Name of contact person:	
Mobile phone number of contact person:	
Fax number of contact person:	

The same particulars shall be provided with respect to the sub-contractors to be contracted in a value in excess of 10% of the total value of the contract (if the Tenderer intends to contract such sub-contractors):

FICHE

Name of Tenderer:

Address of Tenderer:

Gross price (price of one portion of Chemical Agent, the lower, the more advantageous)

chemical agents suitable for the detection of human faecal occult blood (30,000 portions + at most 100%)

sample collection receptacles (in the number required by the sampling method) required for the storage of samples, and – if the evaluation technology of the offered product requires so – at least 1 piece of measuring equipment installed by the Tenderer for the term of the contract

Net HUF..... per portion
VAT % HUF..... per portion
Gross HUF..... per portion

This Bid contains numbered pages.

....., day month year

.....
Corporate Signature

LETTER OF AUTHORISATION

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor exceeding 10% of the total value/supplier of resources

I, the undersigned as the representative duly authorised to sign for the company making this declaration I hereby authorise, an employee of to

- represent me in this public procurement procedure and sign the documents constituting part of the bid on my behalf,
- provide information, make legal representations and undertake commitments,
- conclude the contract which the Tenderer accepts as binding,
-

*(*Please add/delete/clarify powers/competences as appropriate.)*

....., day month year

.....
Authorising party
Corporate Signature

.....
Authorised party

Witnesses:

1. Name: Signature

Address:

2. Name: Signature

Address:

N.B.

In the case of a joint bid, to be duly signed by all Tenderers.

If an authorised person proceeds with respect to the submission of the bid, the Letter of Authorisation is to be attached.

Declaration based on Sub-section 2, Section 70 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration, having received and carefully reviewed all formal and content criteria and technical specifications set forth in the Tender Documentation, hereby declare that we have familiarised ourselves with and understood all the criteria specified in the Tender Notice and the Tender Documentation, and accept them by making this declaration. We have found those set forth in the Tender Documentation satisfactory in all respects to be able to make an unequivocal bid. By preparing this bid, we are putting forward a Bid for the contractual performance in compliance with the standards as well as contractual and other professional criteria at the bid price presented in the price table constituting part of the Bid.

If the contract is awarded to us, we will undertake – in order to perform the contract concluded on the basis of this public procurement procedure – the assertion of the provisions contained in Sub-sections 1-3 of Sections 305 and Sub-sections 1 and 5 of Section 306/A as our commitment made in the contracts pursuant to this contract.

....., day month year

.....

Corporate Signature

Declaration based on Sub-section 4, Section 70 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor in excess of 10% of total value

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that except for this bid, we shall not submit any other bid, participate as a joint Tenderer in a joint bid or act either as a sub-contractor to be contracted in a value in excess of 10% of the total value of the contract or as a supplier of resources within this public procurement procedure.

(The above section is to be completed if the party making the declaration is the Tenderer.)

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that in this public procurement procedure – except for this bid – we shall not submit any other bid or participate as a joint Tenderer in a joint bid.

(The above section is to be completed if the party making the declaration is a +10% sub-contractor.)

....., day month year

.....
Corporate Signature

Declaration based on Paragraph a), Sub-section 1, Section 71 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that our company intends – in order to perform the contract to be concluded – to contract a sub-contractor in a value not exceeding 10% of the total value of the contract for the performance of the following activities and tranches of work:

Description of public procurement activity/tranche of work:

Please remember that if you do not intend to contract a sub-contractor in a value not exceeding of 10% of the total value of the contract, a declaration on the absence of intention must be enclosed.

....., day month year

.....
Corporate Signature

Declaration based on Paragraph b), Sub-section 1, Section 71 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that our company intends – in order to perform the contract to be concluded – to contract the following sub-contractors in a value in excess of ten per cent of the total value of the contract for the performance of the following activities and tranches of work:

sub-contractor in excess of 10%		Description of public procurement activity/tranche of work:
Name	Registered place of business:	

Please remember that if you do not intend to contract (a) sub-contractor(s) in a value in excess of 10% of the value of the contract, a declaration on the absence of intention must be enclosed

....., day month year

.....
Corporate Signature

Declaration based on Paragraph c), Sub-section 1, Sub-section 71 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that our company intends – in order to perform the contract to be concluded – to involve the following suppliers of resources:

Supplier of resources:		Description of the resources to be supplied
Name	Registered place of business:	

Please remember that if you do not intend to contract a supplier of resources, a declaration on the absence of intention must be enclosed.

....., day month year

.....
Corporate Signature

Declaration based on Sub-section 3, Section 71 of the Kbt.

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making the declaration hereby declare that our company shall not contract any sub-contractor to which the grounds for exclusion set forth in Sub-section 1, Section 60 and Sub-section 1, Section 61 of the Kbt. apply.

....., day month year

.....
Corporate Signature

Declaration on copyrights

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making the declaration hereby declare that the use by the Contracting Entity of the products to be delivered or any part thereof shall not infringe any third party's copyrights or rights associated with any patent, trademark or the protection of industrial designs or any other legal protection. We further declare that if any third party files – on this legal ground – a claim, in particular a claim for compensation, then said company shall indemnify and hold harmless the Contracting Entity from any responsibility or liability for said claim for compensation by said party. .

....., day month year

.....
Corporate Signature

Declaration on conflict of interest

Procedure number: SG-501

Object of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor in excess of 10%/supplier of resources

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making the declaration hereby declare that neither our company nor its executive officers, employees nor the relatives thereof participated, in any capacity, in the preparation of this public procurement procedure, including the drawing up of the technical specifications, the Tender Notice and the Tender Documentation. Therefore, none of the cases of conflicts of interest under Section 10 of the Kbt. applies to our company in conjunction with this public procurement procedure.

We acknowledge and agree that if, with respect to our company, its executive officers, employees and the relatives thereof, the existence of the conflict of interest under Section 10 of the Kbt. comes to the knowledge of the Contracting Entity, it shall have the right to exclude our bid from the procedure.

....., day month year

.....
Corporate Signature

Declaration on grounds for exclusion under Sub-section 1, Section 60 and Sub-section 1,
Section 61 of the Kbt.

Procedure number: SG-501.

Object of the procedure: purchase of chemical agents suitable for the detection of occult blood in human faeces

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor in excess of 10%/supplier of resources

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that the grounds for exclusion set forth in Sub-section 1, Section 60 and Sub-section 1, Section 61 of the Kbt. do not apply to the company I am signing on behalf of.

Pursuant to Sub-section 1, Section 60 of the Kbt., the Tenderer, subcontractor or supplier of resources shall be excluded from participation in the procurement procedure who

- 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 in any similar situation arising from a similar procedure under national laws and regulations;
- b) has suspended its activities or whose operations have been suspended;
- c) has been convicted of a criminal offense with respect to its economic or professional conduct by a final judgment with no right of appeal, until exonerated from the detrimental consequences of having a criminal record; or whose activities are restrained for any period by a final court verdict pursuant to Paragraph b) or g) 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 a final court order for similar reasons;
- d) has been excluded for any period from participating in public procurement procedures, during the period of such exclusion;
- e) has not fulfilled obligations with respect 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 it is established or with those of the country of the Contracting Entity, unless deferred payment has been authorised;
- 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, until the end of the period specified in the final and binding decision;
- g) has been found guilty by a final administrative or court ruling adopted within the preceding two years and sanctioned by employment penalty or default penalty under the Act on the Rules of Taxation for any infringement specified in Paragraph a) of Subsection (5) of Section 15 of Act XXXVIII of 1992 on Public Finances (hereinafter referred to as "PFA");
- h) has committed any criminal act in affiliation with organized crime by definition of the Criminal Code, or has been engaged in bribery or bribery in international relations, in any violation of the financial interest of the European communities, or involved in money laundering operations, or any crime of similar nature under the laws of his/her home country, if found guilty of such crime by a final court verdict with no right of appeal, until exonerated from the detrimental consequences of having a criminal record.

Pursuant to Sub-section 1, Section 61 of the Kbt., any Tenderer or subcontractor to be contracted in a value in excess of ten per cent of the total value of the contract, or any supplier of resources, furthermore, any subcontractor in regard to Paragraph d), may be excluded from participation in the procurement procedure that

- a) has been convicted of a misdemeanour offense concerning its economic or professional conduct by a final judgment made within five years to date, with no right of appeal;
- 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 the UMPA (Unfair Market Practices Act) 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 misdemeanour 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.

....., day month year

.....
Corporate Signature

Declaration on whether Act LXXV of 1996 on Labour Inspection and Act XLVIII of 1993 on Mining
apply to Tenderer

Procedure number: SG-501.

Object of the procedure: purchase of chemical agents suitable for the detection of occult blood in
human faeces

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest,
Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor in excess
of 10%/supplier of resources

I, the undersigned as the representative duly authorised to
sign for the company making this declaration hereby declare that to the company that I represent

falls under the effect of

does not fall under the effect of

- Act LXXV of 1996 on Labour Inspection

falls under the effect of

does not fall under the effect of

- Act XLVIII of 1993 on Mining

(Please underline as appropriate.)

....., day month year

.....

Corporate Signature

Declaration on account-keeping financial institutions and bank accounts

Procedure number: SG-501

Subject of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor in excess of 10%/supplier of resources

I, the undersigned as the representative duly authorised to sign for the company making this declaration hereby declare that our company only holds the bank accounts listed below:

1.

Name of financial institution:

Registered seat of financial institution:

Company registration number of financial institution:

Bank account number(s):

Date of opening bank account:

2.

Name of financial institution:

Registered seat of financial institution:

Company registration number of financial institution:

Bank account number(s):

Date of opening bank account:

3. (any additional financial institutions)

Name of financial institution:

Registered seat of financial institution:

Company registration number of financial institution:

Bank account number(s):

Date of opening bank account:

..... day month year

.....
Corporate Signature

Declaration of commitment by suppliers of resources with respect to their financial and economic capabilities

Procedure number: SG-501

Subject of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as supplier of resources

I, the undersigned as the representative duly authorised to sign for the company making this declaration hereby declare that we shall provide the financial and economic conditions specified in the bid of (registered seat:) and required for the performance of the contract. I further declare that we have, at our disposal, the financial and economic resources required for the performance of the contract to be concluded on the basis of this public procurement procedure. The commitment pertains to the following financial and economic eligibility criteria:

-
-
-

I hereby declare that with respect to the company making the declaration and the Tenderer (*Please underline as appropriate.*)

- majority control under the Civil Code exists.
- no majority control under the Civil Code exists, therefore, we hereby attach the agreement between our company and the Tenderer. (*In this case this declaration is to be notarised.*)

....., day month year

.....
Corporate Signature

Declaration of commitment by suppliers of resources with regard to their professional and technical capabilities

Procedure number: SG-501

Subject of the procedure: purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as supplier of resources

I, the undersigned as the representative duly authorised to sign for the company making this declaration hereby declare that we shall provide the professional and technical conditions specified in the bid of (registered seat:) and required for the performance of the contract. I further declare that we have, at our disposal, the professional and technical resources required for the performance of the contract to be concluded on the basis of this public procurement procedure. The commitment pertains to the following professional and technical eligibility criteria:

-
-
-

I hereby declare that with respect to the company making the declaration and the Tenderer (*Please underline as appropriate.*)

- majority control under the Civil Code exists.
- no majority control under the Civil Code exists, therefore, we hereby attach the agreement between our company and the Tenderer. (*In this case this declaration is to be notarised.*)

....., day month year

.....
Corporate Signature

Declaration on classification under Kkv. (ACT on SMEs)

Procedure number: SG-501

Subject of the procedure: Purchase of chemical agents suitable for the detection of human faecal occult blood

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that, pursuant to Sections 2 and 3 of Act XXXIV of 2004 on Small and Medium-Sized Enterprises (Hungarian abbreviation: Kkv.), our company

- ☐ is a micro-enterprise
- ☐ is a small enterprise
- ☐ is a medium-sized enterprise
- ☐ does not fall under the scope of Kkv.

(Definition of small and medium-sized enterprises:

Sub-section 1, Section 3: An enterprise is considered to be an SME

- a) which employs fewer than 250 persons, and*
- b) which has an annual turnover not exceeding the Hungarian Forint equivalent of EUR 50 million, and/or an annual balance sheet total not exceeding the Hungarian Forint equivalent of EUR 43 million.*

Sub-section 2: Within the SME category, a small enterprise is defined as an enterprise

- a) which employs fewer than 50 persons, and*
- b) whose annual turnover and/or annual balance sheet total does not exceed the Hungarian Forint equivalent of EUR 10 million.*

Sub-section 3: Within the SME category, a micro-enterprise is defined as an enterprise

- a) which employs fewer than 10 persons, and*
- b) whose annual turnover and/or annual balance sheet total does not exceed the Hungarian Forint equivalent of EUR 2 million.*

Sub-section 4: Any enterprise in which the state or any local self-government holds, either directly or indirectly and either solely or jointly, 25 per cent or more of the capital or voting rights, shall not be classified as an SME.

Sub-section 5: The restriction contained in sub-section (4) shall not apply with respect to the stake held by the investors defined in Sub-section 1 of Section 19.)

..... day month year

.....
Corporate Signature

Confidentiality statement

Procedure number: SG-501.

Subject of the procedure: Purchase of chemical agents suitable for the detection of occult blood in human faeces

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer/sub-contractor exceeding 10%/supplier of resources

1.) I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that all verbal or written commercial, market and other information, data, facts and documents that, in connection with this public procurement process, the Contracting Entity discloses must be considered as Confidential Information, and all said Confidential Information shall be treated as business secrets, which shall not, without prior consent, be disclosed to any third party or shall not be used for purposes other than the submission of the bid.

2.) The confidentiality obligation arising from this Statement shall not apply to the information that

- a) is in the public domain or will enter the public domain at any time in the future through no fault of the Party making this statement, or
- b) was already known to the Party making this statement prior to the signing of this declaration, for which evidence can be provided, or
- c) was lawfully obtained by the Party making this statement declaration from a third party not bound by a confidentiality agreement with the Contracting Entity, or
- d) whose disclosure is required by the rules of applicable legislation.

3.) The confidentiality commitment described above shall cease three (3) years from the date of the signing of this statement.

..... day month year

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Corporate Signature

Business Secret Statement

Procedure number: SG-501

Subject of the procedure: Purchase of chemical agents suitable for the detection of occult blood in human faeces

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that Annex ... of the bid that we have submitted (separately) contains a business secret the disclosure of which I expressly forbid and request that it be treated with the strictest confidentiality.

..... day month year

.....
Corporate Signature

Declaration on Acceptance of Draft Contract

Procedure number: SG-501

Subject of the procedure: Purchase of chemical agents suitable for the detection of occult blood in human faeces

Contracting Entity: National Office of the Chief Medical Officer for Public Health (1097 Budapest, Gyáli út 2-6.)

Company making the declaration

- Name:
- Registered seat:
- Participating in the procedure as (Please delete as appropriate): Tenderer

I, the undersigned as the representative duly authorised to sign in the above public procurement procedure for the company making this declaration hereby declare that the draft contract in the Bid that we submitted had been prepared in full compliance with the Draft Contract in the Tender Documentation, and is accepted by us, in the event that we are selected as the winning Tenderer, we shall fully comply with those set forth in said draft contract.

....., day month year

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Corporate Signature