INVITATION TO TENDER

and

DOCUMENTATION

for

the procurement procedure launched by

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság on

„……..” as subject matter

This template will be customised in line with the nature of the procurement procedure in question by applying, replacing or clarifying the points marked in colours.

Siófok, ……

1. CONTRACTING ENTITY

Name registered at the Company Registry Court:	FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság
Address:	H–8600 Siófok, Tanácsház u. 5.
Mailing address:	H-8601 Siófok, P.O. Box: 102
Phone:	+36 (84) 505-
Fax:	+36 (84) 505-
E-mail:	……@fgsz.hu

2. SUBJECT MATTER AND VOLUME OF INVITATION TO TENDER

1. Subject matter of the invitation to tender:
   "SUBJECT MATTER"
2. Volume of procurement:

3. The procurement volume specified by the Contracting Entity means the expected procurement needs of the Contracting Entity, but shall not constitute a binding obligation to order that amount.

3. PREPARATION AND COST OF THE TENDERS

1. FGSZ Ltd. ensures full equal opportunities and fair competition in any respect in the course of conducting the procurement procedure.
2. This documentation is a summary of all written information prepared for tenderers who intend to participate in the procurement procedure, based on which the tenders can be prepared in a comparable and evaluable manner.
3. The language of the tender shall be Hungarian.
   All communications and other materials related to the tender shall also be in the Hungarian language.
   The Contracting Entity will only consider documents prepared in or translated to the Hungarian language when evaluating the tenders.
4. The documentation may not be assigned to another party. (In the case of the submission of a joint tender, receipt of the documentation by one of the joint applicants is sufficient).
5. The Contracting Entity stipulates that the Tenderer shall participate in the tender at its own risk. All costs arising in relation to the preparation and submission of the tender and receipt of the documentation shall be borne by the Tenderer, regardless of the result of the procedure. The Tenderer may not require any remuneration for the tender developed by it and may not raise any claim in this regard.
6. A Tenderer may only submit a single tender validly, and it may not submit any further tenders, whether individually, as a member of the consortium or as a subcontractor.
7. The Tenderer acknowledges that all data, information and notifications disclosed and to be disclosed in relation to this tender shall be deemed to be confidential. The Tenderer acknowledges that the confidential information may only be used in connection with the preparation and evaluation of the tenders and conclusion of the contract to be concluded based on the tender. The Tenderer agrees to inform its employees, agents and other contributors engaged in connection with the tender regarding the confidential nature of the information, and to have the foregoing commit to confidentiality with regard to the confidential information. With the confidentiality agreement, the Tenderer

confirms that it agrees to its obligations relating to the processing and use of confidential information.

4. DOCUMENTATION AND ADDITIONAL INFORMATION

1. The procurement procedure shall be coordinated by the Procurement Department of FGSZ Ltd. (hereinafter: "FGSZ Procurement"), which shall prepare the Invitation to Tender and the documentation for the Tenderers and conduct the procurement procedure in order to conclude a contract. In the course of the procedure any and all written materials (correspondence, information, questions, supply of missing information) shall be submitted to the following address/e-mail address:

   Address: H–8600 Siófok, Tanácsház u. 5.
   e-mail: ….@fgsz.hu

2. Schedule of the procedure

1.	Sending of the invitation to tender:	dd/mm/yyyy
2.	Deadline for submitting questions:	dd/mm/yyyy
3.	Questions will be answered by:	dd/mm/yyyy
4.	Deadline for submitting tenders:	dd/mm/yyyy – hh/mm
5.	Sending of the request for supply of missing information:	dd/mm/yyyy
6.	Deadline for supplying missing information:	dd/mm/yyyy – hh/mm
7.	Negotiation:	dd/mm/yyyy – hh/mm
8.	Announcement of results:	dd/mm/yyyy
9.	Conclusion of contract:	dd/mm/yyyy

   Questions submitted by tenderers requesting information will be summarised by the deadline specified above. The Contracting Entity will send the answers to all the questions received to each tenderer by electronic mail without indicating the identity of any of the questioning tenderers.

   Place of submitting request for additional information:
   E-mail: _____@fgsz.hu and/or _____@fgsz.hu

3. FGSZ Procurement will answer each question concerning the contents of the invitation to tender and the documentation in writing by simultaneously notifying all tenderers who received the tender documentation. It might happen that the answer cannot be forwarded as presented above. In such a case, the tenderers will have the chance to receive the answers at FGSZ Procurement in person.

5. DOCUMENTS CONSTITUTING THE TENDER

1. Please attach the following documents, certificates and declarations to the

tender:

- The datasheet summarising the tender[1] in accordance with Appendix 1 of the Invitation to Tender.
- The detailed quotation as required by Appendix 2 of the Invitation to Tender.
- Every tenderer shall make a declaration on the financial institutions at whom they keep their bank accounts, and that no other financial institution is concerned by their bank accounts as such. If the extract of company registration still shows banks at whom no account is managed anymore, but the change has not been registered until the issue of an extract of company registration the date of which does not precede the deadline for tender submission by more than 60 days, a declaration by the bank on the termination date of account management shall also be attached.

  The tenderer is required to make a declaration on every payment account it holds, which shall include the following information:
  - start date of tenderer's bank account management;
  - whether there was any queued payment on its account that lasted for more than 30 days due to insufficient funds within 12 months prior to the issue of the declaration;
  - whether it duly fulfilled its payment obligations within 12 months prior to the issue of the declaration.
  - A tenderer is ineligible if its account saw any queued payment that lasted for more than 30 days due to insufficient funds within the last 12 months.
- The tenderer is required to attach a declaration to the tender on its sales revenues from the subject matter of this procurement (SUBJECT MATTER) for the year 20……..

  The tenderer is ineligible if its sales revenues from the subject matter was lower than HUF ..... in the year 2020.....
- The tenderer shall attach its declaration to the tender on its most significant performances in the preceding year. The references shall be summarised in accordance with Appendix 3 of the invitation to tender.

  The tenderer is ineligible if its reference for the previous year ....

  The Contracting Entity reserves the right to obtain on-site preferences regarding the services of the Tenderers in person.

- Description of professionals

  The tenderer is technically ineligible if professionals involved in performance ....
- Description of equipment

  The tenderer is ineligible if it lacks any of the following equipment:
- The tenderer is required to attach to the tender a detailed and duly signed declaration.

  The tenderer shall make a declaration in the tender with regard to all questions, requirements and conditions specified in the invitation to tender and the documentation, the performance of the Contract/Framework Agreement as well as the requested consideration. Furthermore, the tenderer is required to make a separate declaration that it does not

[1] It must be attached to the tender that it follow the cover.

deviate from the provisions of the invitation to tender and the documentation.

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· The tenderer is required to attach to the tender a declaration that it has learned and accepts the Code of Conduct of FGSZ Ltd. available on the website www.fgsz.hu.

The tenderer shall attach to the tender a Confidentiality Declaration accepted

and certified by signing (Appendix 4).

· The tenderer is required to present the subcontractors intended to be involved in performance as follows:
  · registered name of the company;
  · company registration number;
  · registered office;
  · name of managing director;
  · part to be performed as subcontractor (type of work);
  · share to be performed as subcontractor in the full tender.

  The tenderer is required to report all subcontractors known until the date of contract conclusion to the contracting entity.

- The tenderer shall attach to the tender the data necessary for attesting the eligibility of subcontractors as required by Annex 3 of the Selection Regulations, since the submission of such data is mandatory under Section 21(7) of Government Decree no. 203/1998 (XII. 19.) on the implementation of Act XLVIII of 1993 on Mining in case the tenderer manages to win.

· The following shall be attached to the tender as copies for the tenderer and its subcontractor:
  · the valid specimen signature of the person(s) duly signing the documents in the tender (or another document that is accepted in their country of establishment as proof of authorisation to sign for the company), and
  · where necessary, a power of attorney issued and signed by the person authorised to sign for the company (which also includes the authorised person's specimen signature) attesting the right of representation of the persons acting on behalf of the tenderer.

· The tender shall include a description of the agreed guarantees, and the requirements applicable to quality assurance and the handling of complaints.

· If, according to the extract of company registration, there is a change under way that has not been registered in the company registry yet, the tenderer and its subcontractor shall attach to the tender a digital acknowledgement of receipt concerning the request for the registration of change (if any) and the corresponding submitted e-file electronically, as well as the copies of the document presenting the content of the request and the document presenting the result of the IT examination included in the digital acknowledgement of receipt.

· In the case of a joint tender, the tenderers shall attach to the tender their agreement relating to the joint tender, which shall contain their declaration that they shall be jointly and severally liable for performing in accordance

with the contract, as well as their share of the performance, the division of the tasks between the tenderers and the appointment of the tenderer from among those involved in the joint tender who will represent them jointly, as well as its authorisation to representation with full rights.

- In the event of procurements related to IT systems, equipment, security access systems, and conducting auditing activity, in the procurement launching document attention must be called to the provisions of Section 121/E(6) of the GSA. Compliance with the law referred to must be ensured in the contract.

2. Supply of missing information

The Contracting Entity provides a possibility for the supply of missing information in all regards.

If the Contracting Entity fails to supply the documents missing from its tender despite having been instructed thereto in a request for the supply of missing information, the Contracting Entity will declare its tender to be invalid.

In the event of a partial tender, if any part is not fully completed – i.e. the tenderer fails to indicate the bid price unambiguously –, the tender will be invalid solely for the part concerned.

Establishment of the invalidity shall be recorded in a protocol. The Tenderer submitting an invalid tender may not proceed to the next phase of the procedure.

6. FORMAL REQUIREMENTS FOR THE TENDERS

1. The attached documents shall be submitted duly signed at the required places or signed at the required places by the person(s) who is (are) entitled to make it binding for the Tenderer. The tender shall be submitted in one (1) complete, original copy containing the technical and commercial conditions, and by attaching one (1) copy that only contains the technical part without the price, both with continuous numbering, with a table of contents that indicates the page numbers included on the last page of the tender, tied up in a manner that it cannot be opened without destruction.
2. The cover of the original copy shall contain the word “Original”, while the single copies the word “Copy”.

   The copies of the tender shall be supplied with an ascending numbering from 1 to 3 as appropriate, to be placed in the upper right corner of their cover.

   The original copy shall be copy no. 1.

   Where the specific copies differ from one another in any respect, copy no. 1 shall be deemed to be the original one.

   If the tenderer fails to mark any of the copies as detailed above, the evaluation committee shall select one from among the received copies upon opening the tenders. The selected copy will function as the original copy afterwards. Should there be any difference between the specific copies, the contents of the selected document will be considered.
3. The specific copies of the tenders shall include the following information on the cover:
   - Name and registered office of the Tenderer
   - „FGSZ Ltd.”
   - “SUBJECT MATTER”
4. The tender shall be submitted duly signed at the required places or signed at

the required places by the person(s) who is (are) entitled to make it binding for the Tenderer.

5. The tender shall be submitted in a closed but not transparent packaging. The packaging shall be marked with the following text:
   - Name and registered office of the Tenderer
   - „FGSZ Ltd. - Corporate Services - Procurement - NAME"
   - "SUBJECT MATTER"
   - "Shall not be opened before the tender submission deadline"
6. The Tenderer shall be responsible for appropriately familiarising itself with the local conditions and characteristics (e.g. operation of security service, identification process upon entry, etc.) and the circumstances relating to the tender in accordance with the laws prior to preparing and submitting the Tender.
7. Prices may be included in the original copy only.
   The copy shall be fully identical with the original (with the exception of prices).
   The contracting entity will accept the photocopied version of the original document as valid if it complies with the above requirements.

7. SUBMISSION, CLOSING AND MARKING OF THE TENDERS

1. The contracting entity shall not held liable for the wrong delivery or early opening of not properly addressed tenders.
2. The tenders may be submitted in person, electronically and/or by post at the following addresses:
   Address: H–8600 Siófok, Tanácsház u. 5.
   Postal address: H-8601 Siófok, P.O. Box: 102
   E-mail: ……..@fgsz.hu

   The mails received after the deadline for the submission of tenders will be deleted from our system automatically, thus the tenders received after the deadline shall be invalid.
3. The Contracting Entity will deem the tender to have been submitted within the deadline if the tender was received by the time of expiry of the deadline for the submission of tenders. The risks arising in connection with the wrong delivery or loss of postal mails shall be borne by the tenderer. It is the sole responsibility of the Tenderer to submit its tender in appropriate packaging, format and in a timely manner. The Contracting Entity will evaluate the tenders submitted at the designated address and by the respective deadline. Tenders received after the deadline shall be invalid.
4. **Deadline for the submission of tenders: date, hour, minutes**

8. TENDER VALIDITY

1. The Tenderer's tender shall be binding to the Tenderer for 90 days after the expiry of the deadline for the submission of tenders, except if the Contracting Entity declares earlier that it does not wish to conclude a contract with any Tenderer. The Contracting Entity will reject any tender that sets out a shorter validity period, since the requirements are not fulfilled.
2. If justified, the Contracting Entity may extend the deadline for evaluating the tenders and request the tenders to extend their validity period. In this case, tenders shall be valid for 30 days after the new date of announcement of the results.

9. EVALUATION OF THE TENDERS

1. Opening of the tenders
   After the opening of the tenders, the Contracting Entity will examine the tenders in order to determine whether they are in accordance with the substantive and formal requirements, contain any numerical errors, are complete as set out in the Invitation to Tender and the documentation and contain all required annexes. Prior to the detailed evaluation, the Contracting Entity determines whether the contents of the tenders are in accordance with those set out in the tender notice. After the opening of the tenders, the Contracting Entity establishes which tenders are valid and which are invalid.
   The Contracting Entity shall be entitled to disregard substantive errors and divergences from the requirements found in the tender(s) if in its opinion those do not constitute material substantive divergences and do not give rise to further questions with regard to the interpretation of the tender.
2. Errors in calculation will be corrected as follows:
   - In the case of errors arising when comparing the detailed prices with the total price, the Contracting Entity will deem the total price as the valid one.
   - If there is a difference between the type-written and numerical amounts, the Contracting Entity will deem the type-written amounts as valid.
   - If the Tenderer does not accept the correction of the errors as set out above, the Contracting Entity may declare its tender to be invalid.
3. The Contracting Entity reserves the right to hold an e-licit.
   The Contracting Entity reserves the right to enter into an agreement with different tenderers for the specific parts of the tender.
4. The Contracting Authority reserves the right to declare the tender to be invalid and reject all tenders prior to the announcement of the results without having any liability for damages or indemnification if the tenders submitted are not advantageous for the Contracting Authority. The Contracting Authority will decide regarding this in its own discretion.
5. The Contracting Entity will enter the Contract/Framework Agreement with the tenderer whose tender fully complies with the announced conditions and requirements, and who submits the most favourable tender as a whole.

6. The evaluation committee will evaluate the tenders based on the following main criteria:
   - technical eligibility of the tender;
   - bid price for the task announced in the invitation to tender;
   - deadline(s) for performance;
   - tenderer's financial and professional reliability, in particular:
     - references;
     - scope of activity;
     - contractual conditions agreed by the tenderer (technical content, deadline, guarantee, etc.);
     - HSE criteria.

7. ***OPTIONAL***: NAME OF EVALUATION SUB-CRITERION WEIGHTING

   Evaluation method (*where justified by the transaction*)

- Net bid price
- Longer warranty period compared to that stipulated by the Contracting Entity
- Longer expected lifetime compared to that stipulated by the Contracting Entity
- Amount of penalty for late performance
- Amount of penalty for defective performance

The Contracting Entity shall ensure whether each component of the offer is sound. If the tender contains an unrealistic offer, it may not be included in the evaluation. If the Contracting Entity does not find the Tenderer's justification of an extraordinarily low remuneration acceptable, it will declare the tender to be invalid.

10. ANNOUNCEMENT OF RESULTS

1. The Contracting Entity will evaluate the tenders and select the winning Tenderer/Tenderers by no later than **….(day)….(month)….(year)**.
2. The Contracting Entity may extend the deadline for the evaluation of the tenders.
3. The Contracting Entity will communicate the results of the tender within 10 business days after the decision to each tenderer via the contact channels specified by the tenderers.
4. If the Contracting Entity appoints the Tenderer who submitted the most favourable tender upon the announcement of the results, then – in case the winning Tenderer withdraws – it shall be entitled to conclude a contract with that Tenderer, or to announce a new invitation to tender upon declaring the procedure as unsuccessful.

11. CONSIDERATION

1. The bid price shall include any cost that may arise in connection with the proper performance of the contract.
   The bid price shall be provided in the currency specified in the invitation.
   The offered prices are fixed, and shall be uniform for every delivery address.
2. Beyond the value added tax (VAT), the prices contain any tax, custom, duty, contribution payment obligation, transportation, loading and insurance fees (up to the point of volume delivery), as well as any costs arising in connection with quality/guarantee/warranty obligations, the obtaining of import and export licenses and the corresponding costs, any and all activities and procedures required for domesticisation and marketing in Hungary along with the corresponding costs, and any other cost that arise with regard to completeness and proper functioning.
3. The prices are fixed once the Contract/Framework Agreement is signed.

12. DECLARATIONS REGARDING THE RESERVATION OF RIGHTS

1. The Contracting Entity reserves the right to change any condition of the tender set out in the invitation to tender or communicated to the Tenderers prior to or after the expiry of the deadline for tendering, provided that the Tenderers shall be provided at least 15 days as of the announcement of the change to submit the tender or new tender.
2. The Contracting Entity and its agents and employees shall not have any liability for the correctness and appropriateness of the information and data provided by them in relation to the tender.
3. The Contracting Entity reserves the right to revoke the invitation to tender prior to the expiry of the deadline for tendering without any need for justification.
4. The Contracting Entity shall be entitled not to conclude a contract with any Tenderer as a result of the tender procedure and to declare the tender to be unsuccessful without any need for justification.
5. The Contracting Entity reserves the right to enter a contract with different Tenderers for the specific parts, or for specific parts only. The Tenderers shall not be entitled to enforce any claim – in particular, but not limited to remedy, compensation, indemnification or any other claim for compensation – towards the Contracting Entity in connection with the revocation of the whole tender and/or the declaration of the same as unsuccessful.
6. The Contracting Entity declares that the selection of the winning Tenderer shall not constitute acceptance of the offer as per the Civil Code, therefore the contract between the Parties shall only be concluded upon the signing of the final written contract. The selection of the Tenderer shall not result in a binding obligation for the Contracting Entity to enter into a contract with the given Tenderer. The Contracting Entity may discontinue negotiations or initiate new negotiations at any time prior to the signing of the contract.

13. NON-REGULATED MATTERS

1. The Contracting Entity reserves the right to decide at its own discretion regarding any matters not regulated in the invitation to tender and the tender documentation without changing the prices or any other terms and conditions.
2. The Tenderers acknowledge that the tender procedure and the contract to be concluded shall be governed by the Hungarian law. The Parties shall settle any legal disputes arising between them primarily by means of negotiation.
3. Further information may be requested at FGSZ Procurement from procurement expert (name) by phone at 84/ (phone/mobile phone number) or in e-mail at ……..@fgsz.hu (e-mail address).

14. NEGOTIATION

After the submission of the tender, the Contracting Entity may initiate negotiations with the Tenderers that submitted a tender that is valid and advantageous for the Contracting Entity separately/jointly.

Planned date of the negotiation:

The Contracting Entity will notify the Tenderer in writing regarding the exact time and date of the negotiation.

TECHNICAL DESCRIPTION

ESTIMATED VOLUME

Appendices

APPENDICES OF THE INVITATION TO TENDER

Appendix 1	Datasheet summarising the tender
Appendix 2	Detailed quotation
Appendix 3	Summarising table of technical and professional competences
Appendix 4	Confidentiality Declaration

FGSZ Ltd.

Appendices

Appendix 1

DATASHEET SUMMARISING THE TENDER
Appendix 1 of Invitation to Tender no. ……

Instructions for completion:

Please complete the following datasheet summarising the tender, and ***send it back as attached to your tender*** *(For electronic submission of tender: completed in Word format and duly signed in pdf format. For paper-based submission of tender: duly signed on paper).*

General data of the Tenderer	
Name registered at the Company Registry Court:	
Company registration number:	
VAT number:	
EU VAT number:	
Address of the registered office or branch:	
Country	
Postal code	
Settlement	
Street	
Number	
Mailing address: *(if identical with the address of the registered office, do not fill in)*	
Invoicing address: *(if identical with the address of the registered office, do not fill in)*	
Contact details:	
Phone	
Fax	
E-mail	
Data of person(s) or proxy (proxies) authorised to represent the company:	
Name	
Position	
Phone	
Fax	
E-mail	
Data of contact person:	
Name	
Position	
Phone	
Fax	
E-mail	
Bank information:	
Name of account keeping financial institution	
Country of account keeping financial institution	
Bank account number	
IBAN	
SWIFT code	

Appendices

1. **Component of tender as per evaluation criterion ***
2. **Component of tender as per evaluation criterion ***
3. **Component of tender as per evaluation criterion ***
4. **Component of tender as per evaluation criterion ***

***Only where relevant.**
If the tender containing the lowest bid price serves as the basis for evaluation, you must enter that here.

Declaration of the Tenderer:

We, in aware of our legal responsibility, hereby declare that the data provided herein is truthful and correct.

Date: _____

_____ _____

Name, position Authorised signature of the Tenderer

Appendices

Appendix 2

Detailed tender

Appendix 3

SUMMARISING TABLE OF REFERENCES ATTESTING TECHNICAL AND PROFESSIONAL ELIGIBILITY

Technical professional eligibility:

In the previous x years (20xx–20xx)

Name of the other partyto the contract:	Subject matter of procurement:	Date of completion:	Amount of consideration:	Name, contact details of the reference person

Date:

Authorised signature

Appendices

Appendix 4

CONFIDENTIALITY DECLARATION

The ..... …… (Declarant) hereby represents that any and all data, fact, information – in particular any technical or business-like information, data, document and know-how concerning the technology and business or market operation, plans of FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (FGSZ) – Declarant has obtained in any form and manner in connection with FGSZ and its activity under this procedure shall qualify as confidential information, business secret.

The Declarant acknowledges and agrees that it shall keep the confidential information as secret, treat it confidentially, and shall refrain from marketing, making public or disclosing any such information to third persons, nor shall make it otherwise accessible without the prior written consent of FGSZ.

The confidentiality obligation arising under this declaration shall not apply to the following information:

- information available to the public or information that will be available to the public in the future for a reason not attributable to the Declarant; or
- information that was available to the Declarant already prior to signing this declaration, and this can be proven; or
- information that was disclosed to the Declarant by a third party who is not bound by a confidentiality agreement with FGSZ; or
- information ordered to be published by law.

The Declarant shall be liable for any damage caused to FGSZ as a result of non-compliance with the above obligations.
The above obligation concerning confidentiality for the data concerned terminates three (3) years after signing the declaration.

Place, date: …….

.....…
(representative of the company)