

Call for Tenders

"for the rental of the premises at 12 Síp Street, in Budapest (Hungary) for the operation of a kosher restaurant and grocery shop"
in a competitive tendering procedure

Dear Tenderers,

On the basis of this Call for Tenders and the detailed tender documentation which forms an integral part of this Call (which the Requesting Party will ensure is sent to you as set out in this Call for Tenders), you are hereby invited to submit a tender in the following competitive procedure.

1./ DETAILS OF THE REQUESTING PARTY:

Requesting Party:

Budapest Jewish Community

seat: 12 Síp Street, 1075 Budapest, Hungary

represented by: Dr Péter Kunos, Managing Director

2./ THE SUBJECT OF THE CALL

Lease of the premises at 12 Síp Street, in Budapest, Hungary for the operation of a kosher restaurant and grocery shop.

3./ THE TITLE OF THE PROCEEDINGS

By publishing this Call for Tenders, the Requesting Party is launching a public procedure in accordance with its own procedures. The procurement is not subject to the provisions of the Law on Public Procurement.

4./ THE MAIN TERMS OF THE TENDER TO BE SUBMITTED AND THE CONTRACT TO BE CONCLUDED

The subject matter of the procurement, the terms of which must be covered by the tenderer's offer:

- the letting of the 152 m2 premises, located in the building at 12 Síp Street, district VII, 1075 Budapest (Hungary), opposite the building's gate on the right side of the building, currently housing the Kosher Deli restaurant (hereinafter: the "Property"), for the purpose of operating a European-standard restaurant, confectionery and grocery store operating according to kosher standards,
- the letting of tangible assets (hereinafter referred to as 'tangible assets') essential for the operation of the restaurant and the grocery store,
- the purchase of stock existing at the time of conclusion of the lease agreement at acquisition price.

Duration of the contract to be concluded:

Under this tender, the Requesting Party will conclude a five-year fixed-term lease agreement with the successful tenderer, a draft of which is included in the detailed tender documentation. By submitting its tender, the tenderer accepts the draft lease agreement and acknowledges that, if successful, the lease agreement will be as set out in the detailed tender documentation.

During the five-year fixed term, the lease agreement may be terminated only as specified in the lease agreement; after the expiry of the five-year fixed term, the contract may be extended by mutual agreement of the parties.

Rent, utility charges

During the lease term, the successful tenderer will be required to pay monthly rent and the utility charges for the use of the property, against invoice. The tenderer shall make a tender for the amount of the monthly rent, increasing the amount annually in its tender over the five-year period.

Kashrut, reference:

To be eligible to submit a tender, the tenderer must have sufficient professional experience in running a grocery store, restaurant/confectionery, which must be demonstrated in accordance with the detailed tendering documents.

The tenderer must indicate in its application how (according to which hechsher) it intends to meet the requirements for operating a kosher restaurant.

Lessor's identity:

The Requesting Party reserves the right to assign at its sole discretion, the conclusion of the final lease agreement with the successful tenderer to a company wholly owned by the Requesting Party.

5./ THE CONDITIONS FOR SUBMITTING A TENDER

Legal entities, self-employed entrepreneur, other organisations may participate in the present call for tenders by submitting a tender, provided that they have indicated their interest in the way described in this call for tenders and have been sent the detailed tender documentation which forms an integral part of this call.

If you wish to apply under this call for tenders, please send a letter of interest to:

e-mail: jog@mazsihisz.hu

subject: Síp street 12. business premises tender - interest

Please enclose with the letter the certificate of incorporation or certificates of registration and legal personality of the applicant legal entity, organisation or self-employed entrepreneur.

This Call for Tenders is not exhaustive, the detailed terms and conditions of the lease agreement to be concluded by the Requesting Party and other detailed information relating to the operation of the premises are set out in the detailed tender documentation.

The Requesting Party shall provide the potential tenderers receiving the detailed tendering documentation with a visit to the leased premises at a predetermined time, in order to enable the tenderers to prepare their tender in the light of the characteristics of the premises. Any errors or misconceptions resulting from failure to visit the premises or from a lack of due diligence may not be valid grounds for any subsequent claim by the tenderer.

Please contact **Péter Deutsch** at +36-30-216-0903 to arrange an appointment for a site visit.

6./ IS TENDERING NEGOTIABLE?:

In this procedure, the Requesting Party shall provide the tenderers with the opportunity to negotiate at a predetermined time, as a result of which the tenderer shall be entitled to modify its submitted tender once.

If a negotiation is held, the Requesting Party may grant an additional 10 (ten) days grace period for the submission of the final tender, if necessary. In this case, the tenderer shall be bound by its tender from the date of submission of the final tender. Any negotiation may be attended by the person authorised to sign on behalf of the company or by a person duly authorised to represent it.

7. / GROUNDS FOR EXCLUSION

Grounds for exclusion:

Natural or legal persons who are in one of the following situations of exclusion may not be tenderers. A tenderer is excluded if s/he:

- a) has not requested the detailed tender documentation and has not otherwise received it, or the fact of receipt or dispatch cannot be proved,
- b) is bankrupt or is the subject of proceedings for a declaration of bankruptcy or of an order for compulsory winding-up, or of a court order for winding-up which has the force of res judicata, or is the subject of proceedings under the jurisdiction of registration or is in any analogous situation arising from a similar procedure under that jurisdiction;
- c) has suspended its activities or whose activities have been suspended;
- d) has committed a criminal offence in connection with his/her economic or professional activity, as determined by a final court judgment, until he/she has been released from the consequences of his/her criminal record; or whose activity has been restricted by a final court judgment pursuant to Article 5(2)(b) or (g) of Act CIV of 2001 on criminal measures against legal persons, during the period of the suspension or if the tenderer's activity has been restricted by another court for a similar reason and in a similar manner;
- e) has not fulfilled obligations relating to the payment of taxes, duties or social security contributions for which the period of overdue payment is more than one year under the legal provisions of the country in which he/she is established or the country where the Requesting Party is established, unless deferred payment has been granted;
- f) does not have the licence or the membership of the organisation or chamber required in Hungary for the provision of the service, or lacks sufficient experience in the operation of restaurants/confectioners' shops;

Verification method:

The tenderer shall declare the non-existence of the grounds for exclusion, under its criminal liability, in accordance with the contents of the Annex to the detailed tender documentation.

8./ ELIGIBILITY CRITERIA

The tenderer must have experience in running a grocery store, restaurant, pastry shop reference and a sound financial situation.

9./ WHERE, HOW AND WHEN TO SUBMIT THE TENDER:

Where

Budapest Jewish Community, Management Secretariat

12 Síp Street, 3rd floor, 1075 Budapest, Hungary

Method:

Tenders may be submitted in person - in a closed envelope - between 08:00 and 16:00 on working days at the above address or sent by post, in which case they must be received at the above address by the closing date for the submission of tenders.

The sealed envelope must be marked "**Lease of the premises at 12 Síp Street - tender**"

Tenders may be submitted using the forms attached to the detailed tender documentation until the deadline for submission of tenders. Tenders received by the Requesting Party after the deadline for submission of tenders will be considered late and will be excluded from consideration.

Final deadline for submission of the tender:

5 pm on 4 September 2023

this deadline is of a substantive nature (the application must be received by the deadline) and is peremptory.

Tenderers may amend or withdraw their tenders until the deadline for submission of tenders. However, no such action may be taken after the deadline, unless the Requesting Party holds negotiations with the tenderer as set out above.

10./ LANGUAGE(S) OF THE TENDER, GOVERNING LAW:

The language of the procedure and the tender is Hungarian or English.

If the tender includes a document in another language, the tenderer must also attach a simple translation into Hungarian or English.

The present call for tenders, the tender procedure and the lease agreement to be concluded shall be governed by Hungarian law; the Hungarian courts shall have exclusive jurisdiction to settle any disputes.

11./ THE PLACE AND TIME OF OPENING OF THE TENDER(S):

Place: Budapest Jewish Community, Office of the Managing Director
Hungary 1075 Budapest, Síp Street 12. 3rd floor

Date: 7 September 2023, 10 am

Only the Requesting Party may be present at the opening of tenders.

12./ THE PLANNED DATE OF BINDING NATURE OF THE TENDER AND THE SENDING OF THE SUMMARY:

Period for which the offer is binding: 30 (thirty) days from the deadline for submission of the tender. The Requesting Party reserves the right to request tenderers to maintain their tender for an additional 10 (ten) days in the event of delays in the evaluation of tenders.

13./ PLANNED DATE OF CONTRACTING

The Requesting Party informs the tenderers that it does not intend to make a separate announcement of the results of the procedure. The Requesting Party shall notify tenderers in writing of the outcome of the procedure.

Scheduled date of conclusion of the contract: after the notification of the outcome of the procedure, at a date agreed in advance with the successful tenderer.

Pursuant to the stipulations of 6:74 (2) of the Civil Code of Hungary, the Requesting Party reserves the right to withdraw the present call and render it ineffective, without giving justification.

The lease agreement to be concluded shall form part of the detailed tender documentation, the terms and conditions of which are expressly accepted by the tenderer by submitting a tender.

14./ POSSIBILITY/EXCLUSION OF PARTIAL TENDERS, MULTIPLE TENDERS:

The Requesting Party does not offer the possibility to submit a partial tender. Multiple tenders are not permitted (excluding the optional tender as defined in this invitation).

15./ EVALUATION OF TENDERS:

A five-member evaluation committee appointed by the Requesting Party shall evaluate the tenders of applicants not excluded from the procedure, on the basis of the following evaluation criteria:

The evaluation will be based on the **tender price (the amount of the recommended rental) and other terms and conditions undertaken by the tenderer in the tender.**

18./ DATE OF PUBLICATION OF THE CALL:

18 July 2023

**Budapest Jewish Community
Requesting Party**

represented by: Dr Péter Kunos Péter, managing director