



EUROPEAN UNION

Delegation of the European Commission to Bosnia and Herzegovina

Sarajevo, 30th December 2008

Our ref.: EuropeAid/126864/C/SUP/BA; Tender No: EC/BiH/08/055

Dear Madam/Sir,

SUBJECT:

**INVITATION TO TENDER FOR Support to the National Security
Authority of Bosnia and Herzegovina - Equipment supply (re-tendering)**

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

- A. INSTRUCTIONS TO TENDERERS**
- B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES**
 - DRAFT CONTRACT**
 - SPECIAL CONDITIONS**
 - ANNEX I GENERAL CONDITIONS**
 - ANNEX II +III TECHNICAL SPECIFICATIONS + TECHNICAL OFFER (TO BE TAILORED TO THE SPECIFIC PROJECT)**
 - ANNEX IV BUDGET BREAKDOWN (MODEL FINANCIAL OFFER)**
 - ANNEX V FORMS**
- C. FURTHER INFORMATION**
 - ADMINISTRATIVE COMPLIANCE GRID**
 - EVALUATION GRID**
 - GLOSSARY OF TERMS**
- D. TENDER FORM FOR A SUPPLY CONTRACT**

For full information about procurement procedures please consult the Practical Guide to contract procedures for EC external actions and its annexes, which can be downloaded from the following web page: http://ec.europa.eu/europeaid/work/procedures/implementation/supplies/index_en.htm

We look forward to receiving your tender and the accompanying tender guarantee(s) before the submission deadline at the address specified in the documents.

Yours sincerely,

Marc VANBRABANT
Head of Contracts and Finance

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/126864/C/SUP/BA; Tender No: EC/BiH/08/055

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EC external actions, which is applicable to the present call (available on the Internet at this address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

1 Supplies to be provided

1.1 The subject of the contract is the delivery, installation and training (the latter regarding Lot 1 only, as specified in the Technical specifications) and by the Contractor of the following goods:

Lot 1: Establishment of security areas

Lot 2: CISs

in two (2) lots to the locations stated in the Annex II to the Technical Specification, DDP¹ (delivered duty paid) (not including customs duties, import duties, taxes or other equivalent fiscal charges) and time limit for completion within five (5) months from signature of the contract by both parties.

Partial delivery of specified items of Lot 1 shall not be permitted.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Tenderers are not authorised to tender for a variant in addition to the present tender.

¹ DDP (delivered duty paid) - Incoterms 2000 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>. Note, the programme for which this contract is awarded is covered by a Financing Agreement between the European Commission and Bosnia and Herzegovina. Through this Agreement "all imports..... will be exempted from customs duties, import duties, taxes or other equivalent fiscal charges". The Contracting Party (in INCOTERMS the 'buyer') shall, at the written request of the Supplier (in INCOTERMS the 'seller'), provide relevant documentation of the Financing Agreement in order that the Supplier (or the Suppliers's forwarding agent) may execute the required customs clearance procedures. The Supplier is advised to initiate steps to obtain documentation required for customs clearance in good time in order to avoid shipment delays at the BiH border crossings.

2 Timetable

	DATE	TIME*
Site visit (optional)	19 th January 2009	10:00
Deadline for request for any clarifications from the Contracting Authority	9 th February 2009	N/A
Last date on which clarifications are issued by the Contracting Authority	19 th February 2009	N/A
Deadline for submission of tenders	2 nd March 2009	12:00
Tender opening session	2 nd March 2009	15:00
Notification of award to the successful tenderer	Mar/Apr 2009 ³	N/A
Signature of the contract	April 2009 ³	N/A

* All times are in the time zone of the country of the Contracting Authority

³ Provisional date

3. Participation

- 3.1. Participation in tendering is open to all legal persons participating either individually or in a grouping (consortium) or tenderers which are established in a the Member State of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Ireland, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovak Republic, Slovenia, Cyprus, Malta, Bulgaria and Romania) or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the CARDS programme under which the contract is financed (Albania, Bosnia and Herzegovina, Croatia, FYROM, Serbia, Montenegro, Iceland, Liechtenstein, Norway, Turkey and Kosovo (under UNSCR 1244)).

All works, supplies and services must originate in one or more of these countries. The participation is also open to international organisations. The participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

- 3.2. These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned.
- 3.3. These rules apply to:
- a) tenderers
 - b) members of a consortium
 - c) any subcontractors.
- 3.4. Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures for EC external actions are excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties and exclusion in accordance with section 2.3.5 of the Practical Guide.

- 3.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.
- 3.6 Sub-contracting for Lot 1 (for instance: installations, connecting, replacement of windows, etc.) is not allowed unless authorized in advance by the EC Delegation to BiH and provided that the given sub-contractor also fulfils security requirements as defined in selection criteria 2.b) and 2.c), point 20.2. of the Instruction to Tenderers and is not in any of the exclusion situations listed 2.3.3. of the Practical Guide.

4. *Origin*

- 4.1 Unless otherwise provided in the Special Conditions, supplies must originate in a Member State of the European Community or a country covered by the CARDS programme. The origin of the goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.
- 4.2. When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. He may be asked to provide additional information in this connection.

5. *Type of contract*

Unit-price

6. *Currency*

Tenders must be presented in **euro**

7. *Lots*

- 7.1 The tenderer may submit a tender for one lot only or for both lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in his tender the overall discount he would grant in the event of some or all of the lots for which he has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.]

8. *Period of validity*

- 8.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2. In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

The successful tenderer will be bound by his tender for a further period of 60 days. The further period is added to the initial period of 90 days irrespective of the date of notification.

9. Language of offers

- 9.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure which is English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

10. Submission of tenders

- 10.1. Tenders must be received before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

The Delegation of the European Commission to BiH
Contract and Finance Section – Procurement Team
Skenderija 3A, 1st floor
71 000 Sarajevo
Bosnia and Herzegovina

Tenders must comply with the following conditions:

- 10.2. All tenders must be submitted in one original, marked “original”, and three (3) copies signed in the same way as the original and marked “copy”.
- 10.3. All tenders must be received at the above mentioned address before the deadline date and time, **2nd March 2009, 12:00 CET**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by a representative of the Delegation of the European Commission to Bosnia and Herzegovina or his representative.
- 10.4. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
 - b) the reference code of this tender procedure, (**i.e., EuropeAid/126864/C/SUP/BA; Tender No: EC/BiH/08/055**);
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words “Not to be opened before the tender opening session” in the language of the tender dossier and "Ne otvarati prije zvaničnog otvaranja"..
 - e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

11. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- ☐ a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required
- ☐ The technical offer should be presented as per template (annex II+III*, the contractor’s technical offer) completed when and if necessary by separate sheets for details.

Part 2: Financial offer:

- A financial offer calculated on a basis of DDP¹ for the supplies tendered, including installation and financial proposal for training (the latter regarding Lot 1 only, as specified in the Technical specifications)

This financial offer should be presented as per template (annex IV*, budget breakdown), and if necessary completed by separate sheets for the details.

- An electronic version of the financial offer.

Part 3: Documentation:

To be supplied following templates in annex*:

- The tender guarantees, **7,200.00Euro for Lot 1 and 2,100.00Euro for Lot 2.**
- The “Tender Form for a Supply Contract”, duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium)
- The details of the bank account into which payments should be made (financial identification form) (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the financial identification form either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)
- The legal entity file and the supporting documents (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the legal entity sheet and its supporting documents either his legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in his legal status occurred in the meantime.)

To be supplied on free formats:

- A description of the organisation of the warranty tendered, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A description of the organisation of the commercial warranty tendered, in accordance with the conditions laid down in Article 32 of the Special Conditions for the item 2.1 PC Personal Computer and the item 2.4 Notebook.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on: http://ec.europa.eu/europeaid/work/procedures/index_en.htm

12. Pricing

- 12.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.

¹ DDP (delivered duty paid) (not including customs duties, import duties, taxes or other equivalent fiscal charges) - Incoterms 2000 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>

- 12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Beneficiary, Tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:
- a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture and sale;
 - b) for supplies to be imported into the country of the Beneficiary, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.
- 12.3. Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.
- 12.4. The prices for the contract are fixed and not subject to revision.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

Delegation of the European Commission to Bosnia and Herzegovina
Attn: Contracts and Finance Section
Procurement Team
Skenderija 3a, 1st floor, 71000 Sarajevo
Bosnia and Herzegovina
Fax no: (00 387 33) 218323
E-mail: DELEGATION-BIH-PROCUREMENT@ec.europa.eu

Any clarification of the tender dossier will be published on the EuropeAid website <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and EC Delegation to BiH website <http://www.delbih.ec.europa.eu>, at the latest 11 days before the deadline for submission of tenders. No further clarification will be provided after this date.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

14.1. An optional site visit to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting **will start on 19th January 2009 at 10:00 CET at Common Institutions Building (Zgrada zajedničkih institucija BiH), Trg BiH 1, 71000 Sarajevo, BiH** and will be followed by site visits to other five Institutions at addresses for delivery in Sarajevo and Lukavica on the same day. Minutes will be taken during the meeting and these will be published on the EuropeAid website and EC Delegation to BiH website - together with any clarifications in response to written requests which are not addressed during the meeting - at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date.

Transportation from one location to another will be arranged by the tenderers. Also, all the costs of attending this meeting and transportation from one location to another will be borne by the tenderers.

14.2. Visits by individual prospective tenderers during the tender period other than this site visit for all prospective tenderers cannot be permitted.

15. Alteration or withdrawal of tenders

- 15.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

- 18.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Authority.
- 18.2. The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national

laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19. Opening of tenders

- 19.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2. The tenders will be opened in public session on **2nd March 2009, 15:00 CET** at the Delegation of the European Commission to BiH, Procurement Team, Skenderija 3a, 71 000 Sarajevo, Bosnia and Herzegovina by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3. At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4. After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of his tender.
- 19.6. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

- 20.1. Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

- 20.2. Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Procurement Notice point 16) are to be evaluated at the start of this stage.

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

For LOT 1

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the Tender Form for a Supply Contract)
 - a. The annual turnover of the tenderer in the year 2006 as well as in the year 2007 must exceed financial proposal for Lot 1 offered by him under this tender.
- 2) Professional capacity of tenderer (based on i.a. items 4 and 5 of the Tender Form for a Supply Contract)
 - a. The tenderer has a minimum 3 staff employed on permanent basis.
 - b. The tenderer must be in possession of a valid EU, or NATO, or national Facility Security Clearance (FSC), at least on classification level of "Confidential", FSCs being issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.
 - a. The tenderer's personnel intended to work on the sites of BiH beneficiary institutions (as listed in Lot 1) must have a valid EU, or NATO, or national Personnel Security Clearance (PSC), at least on classification level "Confidential", PSCs being issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.
- 3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the Tender Form for a Supply Contract)
 - a. The tenderer has successfully completed at least one contract for the development of security areas (i.e.: establishment of a new security area, or upgrading/modifying physical security measures of an existing security area) that met requirements of relevant EU (2001/264/EC, or 2001/844/EC) or NATO (C-M(2002)49) security regulations, over the past 36 months before the launch of this tender proven by substantiated evidence(s). If the place and the end-user of the aforementioned reference(s) cannot be named, then the specifiable nature, subject and volume of performed contract should be attested by the relevant national or designated security authority.

For LOT 2

- 1) Economic and financial capacity of tenderer:
 - a. The annual turnover of the tenderer in the year 2006 as well as in the year 2007 must exceed financial proposal for Lot 2 offered by him under this tender.
- 2) Professional capacity of tenderer:
 - a. The tenderer has a minimum 3 staff employed on permanent basis.
- 3) Technical capacity of tenderer
 - a. The tenderer has successfully completed at least one contract of the value of his financial proposal for Lot 2 over the past 36 months before the launch of this tender.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities must respect the same rules of eligibility and notably that of nationality (as well as of security for Lot 1), as the economic operator.

- 20.3. In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.
- 20.4. Financial evaluation
- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.
- 20.5. Variant solutions
- Variant solutions will not be taken into consideration.
- 20.6. Award criteria
- The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21. Signature of the contract and performance guarantee

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer shall also provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in sections 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide to contract procedures for EC external actions.
- The successful tenderer shall provide a valid EU, or NATO, or national Facility Security Clearance (FSC), at least on classification level of “Confidential“, on condition that tenderer's FSCs is issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.
- The successful tenderer's personnel intended to work on the sites of BiH beneficiary institutions (as listed in Lot 1) shall provide a valid EU, or NATO, or national Personnel Security Clearance (PSC), at least on classification level “Confidential“, on condition that tenderer's PSCs is issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.

- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the technical and professional capacity or a valid EU, or NATO, or national Facility Security Clearance (FSC), at least on classification level of “Confidential“, or a valid EU, or NATO, or national Personnel Security Clearance (PSC), at least on classification level of “Confidential“, for personnel intended to work on the sites of BiH beneficiary institutions (as required for Lot 1) within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- 21.4 The Contracting Authority reserves the right to vary the quantities specified for the lot(s) within a range of 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25 % of the contract price at the time of contracting and during the validity of the contract. The unit prices used in the tender shall be applicable to the quantities procured under the variation.
- 21.5 Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee, to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 21.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

22. Tender guarantee

The tender guarantee referred to in Article 11 above is set at **7,200.00 Euro for Lot 1 and 2,100.00 Euro for Lot 2** and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected shall be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

23. Ethics clauses

- 23.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 23.2. Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

- 23.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 23.5. For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 23.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7. The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 23.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10. The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.11. All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses.
- 23.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 23.13. The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.14. Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

24. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal implementation of the project impossible;

- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

25 *Appeals*

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly. The Contracting Authority must reply within 90 days of receipt of the complaint. If this procedure fails, the tenderer may have recourse to the following:

The tenderer may have recourse to procedures established under Community legislation. European citizens or residents, including legal entities with a registered office in the European Union, also have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Community Institutions.

26 *Data Protection*

All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Your replies to the questions in the call for tender are necessary in order to assess your tender and they will be processed solely for that purpose by the department responsible for the programme concerned. On request, you may be sent personal data and correct or complete them. For any question relating to these data, please contact the Commission department to which the tender must be returned. Tenderers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN COMMUNITY EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE EC GENERAL BUDGET

The European Community represented by the European Commission, represented by Mr. Dimitris KOURKOULAS, Head of Delegation of the European Commission to Bosnia and Herzegovina, Skenderija 3A, 71 000 Sarajevo, acting on behalf of the Government of Bosnia and Herzegovina ("The Contracting Authority"),

and of the one part,

<Full official name of Contractor>
[Legal status/title]¹
[Official registration number]²
[Full official address]
[VAT number]³, ("the Contractor")

of the other part,
have agreed as follows:

CONTRACT TITLE **Support to the National Security Authority of Bosnia and Herzegovina** **Equipment supply (re-tendering)**

Identification number EuropeAid/126864/C/SUP/BA;Tender No: EC/BiH/08/055

Article 1 Subject

1.1 The subject of the contract shall be the delivery, installation and training (the latter regarding Lot 1 only, as specified in the Technical specifications), of the following supplies:

Lot 1: Establishment of security areas

Lot 2: CISs

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document - number

³ Except where the contracting party is not VAT registered.

The place of acceptance of the supplies shall be at the places in Bosnia and Herzegovina, as specified in the Technical Specifications, Annex II, and the Incoterm applicable shall be DDP¹ (not including customs duties, import duties, taxes or other equivalent fiscal charges), the time limits for completion shall be five (5) months from signature of the contract by both parties.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

1.3 Partial delivery of specified items of Lot 1 shall not be permitted.

1.4 The contractor for Lot 1 must provide manufacturer and international (original or notarized) certificates of conformity for the security systems/devices, upon delivery/installation of items.

Article 2 Origin

The supplies must originate in a Member State of the European Community (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Ireland, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovak Republic, Slovenia, Cyprus, Malta, Bulgaria and Romania) or a country covered and/or authorised by the specific instrument applicable to the CARDS programme (Albania, Bosnia and Herzegovina, Croatia, FYROM, Serbia, Montenegro, Iceland, Liechtenstein, Norway, Turkey and Kosovo (under UNSCR 1244)). A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be euros.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

¹ - DDP (delivered duty paid) Incoterms 2000 – International Chamber of Commerce, <http://www.iccwbo.org/incoterms/id3040/index.html>

Note, the programme for which this contract is awarded is covered by a Financing Agreement between the European Commission and Bosnia and Herzegovina. Through this Agreement "all imports..... will be exempted from customs duties, import duties, taxes or other equivalent fiscal charges". The Contracting Party (in INCOTERMS the 'buyer') shall, at the written request of the Supplier (in INCOTERMS the 'seller'), provide relevant documentation of the Financing Agreement in order that the Supplier (or the Suppliers's forwarding agent) may execute the required customs clearance procedures. The Supplier is advised to initiate steps to obtain documentation required for customs clearance in good time in order to avoid shipment delays at the BiH border crossings.

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II including clarifications before the deadline for submission of tenders and minutes from the site visit)
- the Technical Offer (Annex III including clarifications from the tenderer provided during tender evaluation;
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V):

(Model Performance Guarantee, Pre-financing Guarantee Form, Guidelines on application for VAT, Financial Identification Form, Legal Entities Form, Provisional/Final Acceptance Certificate Form)

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name: Mr. Dimitris KOURKOULAS

Title: Head of Delegation

Signature:

Date:

Name: Mr. Marc VANBRABANT

Title: Head of Contracts and Finance

Signature:

Date:

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the competent Commission departments, other clauses may be introduced to cover specific situations.

<i>ARTICLE 2</i>	<i>LAW APPLICABLE</i>	<i>19</i>
<i>ARTICLE 4</i>	<i>COMMUNICATIONS</i>	<i>19</i>
<i>ARTICLE 8</i>	<i>ASSISTANCE WITH LOCAL REGULATIONS</i>	<i>19</i>
<i>ARTICLE 9</i>	<i>THE CONTRACTOR'S OBLIGATION</i>	<i>19</i>
<i>ARTICLE 10</i>	<i>ORIGIN</i>	<i>20</i>
<i>ARTICLE 11</i>	<i>PERFORMANCE GUARANTEE</i>	<i>20</i>
<i>ARTICLE 12</i>	<i>INSURANCE</i>	<i>20</i>
<i>ARTICLE 22</i>	<i>VARIATIONS</i>	<i>20</i>
<i>ARTICLE 25</i>	<i>INSPECTION AND TESTING</i>	<i>20</i>
<i>ARTICLE 26</i>	<i>METHODS OF PAYMENT</i>	<i>20</i>
<i>ARTICLE 28</i>	<i>DELAYED PAYMENTS</i>	<i>20</i>
<i>ARTICLE 29</i>	<i>DELIVERY</i>	<i>21</i>
<i>ARTICLE 31</i>	<i>PROVISIONAL ACCEPTANCE</i>	<i>21</i>
<i>ARTICLE 32</i>	<i>WARRANTY</i>	<i>21</i>
<i>ARTICLE 41</i>	<i>DISPUTE SETTLEMENT BY LITIGATION</i>	<i>21</i>

Article 2 Law applicable

- 2.1 Community law is the law which applies to the contract, complemented, where necessary, by Belgian law.
- 2.2 The language used shall be English.

Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Name:	Delegation of the European Commission to Bosnia and Herzegovina Attn: Ms. Brigitte KUCHAR, Task Manager
Address:	Skenderija 3A 71000 Sarajevo Bosnia and Herzegovina
Telephone:	+ 387 33 254 700
Fax:	+ 387 33 666 037

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	

Article 8 Assistance with local regulations

The contract shall be exempt from all duties and taxes, including VAT. The Contracting Authority shall assist in provision of customs and tax clearance for the materials and supplies requested by the contractor and subject to this contract.

Following the entry into force of the Law on Value Added Tax in Bosnia and Herzegovina in January 2006, the exemption shall be performed by means of the "Cessation Scheme" where the VAT shall be refunded directly to the Contractor/Consultant following a formal request from the EC Delegation to BiH to the ITA.

The refund shall be done as per the Guidelines on application of the Instruction on conditions and manner for VAT Refund in accordance to Article 29 paragraph 1 item 4 of the Law on Value Added Tax signed by Delegation of the European Commission to Bosnia and Herzegovina and Indirect Taxation Authority to Bosnia and Herzegovina on 26 Apr 2006.

Article 9 The Contractor's obligations

The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations: http://ec.europa.eu/europeaid/visibility/index_en.htm.

Article 10 Origin

All goods supplied under this contract must originate in a Member State of the European Community or a country covered and/or authorised by the specific instrument applicable to the CARDS programme.

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value including any amounts stipulated in addenda to the contract.

Article 12 Insurance

The Supplier shall be covered by an “all risks” insurance from “warehouse to place of delivery”, valid till the provisional acceptance certificate is issued.

Article 22 Variations

The Contracting Authority reserves the right, to vary the quantities specified for lots at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 25 Inspection and testing

Inspection and testing will take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery address specified in the Technical Specifications, Annex II.

Article 26 Methods of payment

26.1 Payments shall be made in euro.

Payments shall be authorised and made by the Contracting authority.

In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

- a)** For the 60% pre-financing, in addition to the payment request, the performance guarantee. If a pre-financing is requested and this payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.
- b)** For the 40% balance, the invoice(s) in triplicate following provisional acceptance of the supplies.

Article 28 Delayed payments

28.2. By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 28.1 has expired, the Contractor shall receive late-payment interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive). By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the consultant only upon a demand submitted within two months of receiving late payment. The Member States are not entitled to late-payment interest.

Article 29 Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 All packages shall be marked as follows:

- The Name of the Contracting Authority;
- Project Title;
- Contract Number and Date;
- Specification (list) of the equipment in the package;
- All packages have to bear the number, Position number and the Position name, all in accordance with the Technical Specification.

29.3 The packaging shall become the property of the recipient subject to respect for the environment

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex V.

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one (1) year after the provisional acceptance.

The commercial warranty, for the item 2.1 PC Personal Computer and the item 2.4 Notebook is as offered.

Article 41 Dispute settlement by litigation

Any dispute between the Parties that may arise during the execution of this contract and cannot be settled amicably between the Parties shall be submitted to the courts of Brussels.

ANNEX I : GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN COMMUNITY

SUMMARY

PRELIMINARY PROVISIONS.....	25
Article 1 Definitions	25
Article 2 Law and language of the contract	25
Article 3 Order of precedence of contract documents	25
Article 4 Communications	25
Article 5 Assignment	26
Article 6 Subcontracting	26
OBLIGATIONS OF THE CONTRACTING AUTHORITY.....	26
Article 7 Supply of documents	26
Article 8 Assistance with local regulations.....	27
OBLIGATIONS OF THE CONTRACTOR	27
Article 9 General Obligations	27
Article 10 Origin	28
Article 11 Performance guarantee	28
Article 12 Insurance.....	29
Article 13 Implementation programme.....	29
Article 14 Contractor's drawings	29
Article 15 Sufficiency of tender prices	30
Article 16 Tax and customs arrangements.....	30
Article 17 Patents and licences	30
COMMENCEMENT OF IMPLEMENTATION AND DELAYS	31
Article 18 Commencement order.....	31
Article 19 Period of implementation.....	31
Article 20 Extension of period of implementation.....	31
Article 21 Delays in implementation	32
Article 22 Variations.....	32
Article 23 Suspension	33
MATERIALS AND WORKMANSHIP.....	34
Article 24 Quality of supplies	34
Article 25 Inspection and testing	35
PAYMENTS	35
Article 26 General principles	35
Article 27 Payment to third parties	36
Article 28 Delayed payments.....	37
ACCEPTANCE AND MAINTENANCE.....	37
Article 29 Delivery	37
Article 30 Verification operations	38
Article 31 Provisional acceptance.....	38
Article 32 Warranty obligations.....	39
Article 33 After-sales service.....	40
Article 34 Final acceptance.....	40
BREACH OF CONTRACT AND TERMINATION	40
Article 35 Breach of contract.....	40
Article 36 Termination by the Contracting Authority	41
Article 37 Termination by the Contractor.....	42
Article 38 Force majeure	42
Article 39 Death.....	43
DISPUTE SETTLEMENT.....	43
Article 40 Amicable dispute settlement.....	43
Article 41 Dispute settlement by litigation	43

ETHICS CLAUSES 44

Article 42 Ethics clauses.....	44
Article 43 Administrative and financial penalties.....	45
Article 44 Checks and audits by Community bodies.....	45

PRELIMINARY PROVISIONS

Article 1 Definitions

- 1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

Article 2 Law and language of the contract

- 2.1 The Special Conditions shall specify the law governing all matters not covered by the contract.
- 2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

Article 3 Order of precedence of contract documents

- 3.1 Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:
 - a) the contract agreement;
 - b) the Special Conditions;
 - c) the General Conditions (Annex I);
 - d) the Technical Specifications (Annex II) including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit;
 - e) the Technical Offer (Annex III), including clarifications from the Contractor provided during tender evaluation;
 - f) the budget breakdown (Annex IV);
 - g) specified forms and other relevant documents (Annex V)Addenda have the order of precedence of the document they are modifying.
- 3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 Communications

- 4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.
- 4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Article 5 Assignment

- 5.1** An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.
- 5.2** The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or
 - b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.
- 5.3** For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.
- 5.4** If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.
- 5.5** Assignees must satisfy the eligibility criteria applicable for the award of the contract.

Article 6 Subcontracting

- 6.1** A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts implementation of a part of his contract to a third party.
- 6.2** The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.
- 6.3** Subcontractors must satisfy the eligibility criteria applicable for the award of the contract and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EC external actions.
- 6.4** The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5** The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6** If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.
- 6.7** If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 Supply of documents

- 7.1** If necessary, within 30 days of the signing of the contract, the Project Manager shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the contract and a copy of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are

available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Project Manager all drawings, specifications and other contract documents.

- 7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Project Manager shall not be used or communicated to a third party by the Contractor without the prior consent of the Project Manager.
- 7.3 The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.4 The special conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

Article 8 Assistance with local regulations

- 8.1 The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2 If necessary, the Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.
- 8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the contract.
- 8.4 Subject to the provisions of the laws and regulations on foreign labour of the states in which the supplies are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

- 9.1 The Contractor shall implement the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the execution of the contract.
- 9.2 The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Project Manager thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.
- 9.3 The Contractor shall respect and abide by all laws and regulations in force according to article 2 of the Special Conditions and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations. The Contractor shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the

contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

- 9.5** If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.
- 9.6** Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations.

Article 10 Origin

- 10.1** Save where otherwise provided for in the Special Conditions, supplies must originate in a Member State of the European Union or in an eligible country as stated in the invitation to tender. The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.
- 10.2** The Contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. He may be required to provide more detailed information in this respect.
- 10.3** The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

Article 11 Performance guarantee

- 11.1** The Contractor shall, together with the return of the countersigned contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall be in the range of 5 and 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- 11.2** The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 11.3** The performance guarantee shall be in the format given in Annex V and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.
- 11.4** The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 11.5** During the execution of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one.
- Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.
- 11.6** The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting

Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

- 11.7** Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 45 days of the issue of the final acceptance certificate.

Article 12 Insurance

- 12.1** An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.
- 12.2** Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Project Manager against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 13 Implementation programme

- 13.1** If the Special Conditions so require, the Contractor shall submit a programme of implementation of the contract for the approval of the Project Manager. The programme shall contain at least the following:
- a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
 - b) the deadlines for submission and approval of the drawings;
 - c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the Project Manager may reasonably require.
- 13.2** The Special Conditions shall specify the time limit within which the programme of implementation must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items. The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.
- 13.3** No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the implementation of the contract does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Article 14 Contractor's drawings

- 14.1** If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:
- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;
 - b) such drawings as the Project Manager may reasonably require for the implementation of the contract.
- 14.2** If the Project Manager fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of implementation, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3** Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager refuses to approve

shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.

- 14.4** The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5** The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract.
- 14.6** The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.
- 14.7** Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 15 Sufficiency of tender prices

- 15.1** Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper execution of the contract and to have included in his rates and prices all costs related to the supplies, in particular:
 - a) the costs of transport;
 - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
 - c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
 - d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
 - e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
 - f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
 - g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;
 - h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.
- 15.2** Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item in his tender for which he indicates neither a unit price nor a lump sum.

Article 16 Tax and customs arrangements

- 16.1** For supplies manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.
- 16.2** For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.
- 16.3** Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

Article 17 Patents and licences

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority and the Project Manager against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority and/or the Project Manager.

COMMENCEMENT OF IMPLEMENTATION AND DELAYS

Article 18 Commencement order

18.1 The Contracting Authority shall fix the date on which implementation of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Project Manager.

18.2 Save where the Parties agree otherwise, implementation of the contract shall begin no later than 90 days after notification of award of contract. After that date the Contractor shall be entitled not to implement the contract and to obtain its termination or compensation for the damage he has suffered.

The Contractor shall forfeit this right unless he exercises it within 30 days of the expiry of the 90-day period.

Article 19 Period of implementation

19.1 The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 20.

19.2 If provision is made for separate periods of implementation for separate lots, in cases where one Contractor is awarded more than one lot, the period of implementation for each lot will remain the same as if a single lot contract had been awarded.

Article 20 Extension of period of implementation

20.1 The Contractor may request an extension to the period of implementation if his implementation of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) extra or additional supplies ordered by the Contracting Authority;
- b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;
- c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;
- d) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- e) failure of the Contracting Authority to fulfil its obligations under the contract;
- f) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;
- g) force majeure;
- h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

20.2 Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of implementation to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.

- 20.3** Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of implementation as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Article 21 Delays in implementation

- 21.1** If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the implementation period and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.
- 21.2** If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.
- 21.3** If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:
- seize the performance guarantee;
 - terminate the contract, in which case the Contractor will have no right to compensation; and
 - enter into a contract with a third party for the provision of the balance of the supplies. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

Article 22 Variations

- 22.1** Subject to the limits set in the Practical Guide to contract procedures for EC external actions, the Contracting Authority reserves the right, to vary the quantities as stated in the Special Conditions. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation. Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.
- 22.2** The Project Manager shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.
- 22.3** No variation shall be made except by administrative order, subject to the following provisions:
- a)** if, for whatever reason, the Project Manager believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible;
 - b)** if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.a and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation;
 - c)** an administrative order for a variation shall not be required when increasing or decreasing the quantity of any work because the estimates in the budget breakdown were too high or too low.
- 22.4** Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and an implementation programme;
- any necessary modifications to the implementation programme or to any of the Contractor's obligations under the contract;
- any adjustment to the contract price in accordance with the rules set out in Article 22.

22.5 Following the receipt of the Contractor's submission referred to in Article 22.4, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Project Manager in accordance with Article 22.6.

22.6 The prices for all variations ordered by the Project Manager in accordance with Articles 22.3 and 22.5 shall be ascertained by the Project Manager in accordance with the following principles:

- where the task is of similar character and implemented under similar conditions to an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
- where the task is not of similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager;
- if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of implementation period or adjustment to the contract price. Where the order for a variation precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the variation and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

22.8 Contractual variations not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority. Any contractual variations must respect the general principles defined in the Practical guide to contract procedures for EC external actions.

Article 23 Suspension

23.1 The Project Manager may, by administrative order, at any time, instruct the Contractor to suspend:

- a) the manufacture of the supplies; or
 - b) the delivery of supplies to the place of acceptance at the time specified for delivery in the implementation programme or, if no time specified, at the time appropriate for it to be delivered;
- or
- c) the installation of the supplies which have been delivered to the place of acceptance.

23.2 The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

- 23.3** Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:
- a) dealt with differently in the contract; or
 - b) necessary by reason of normal climatic conditions at the place of acceptance; or
 - c) necessary owing to some default of the Contractor; or
 - d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.
- 23.4** The Contractor shall not be entitled to such additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5** The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of implementation to be made to the Contractor in respect of such claim as shall, in the opinion of the Project Manager, be fair and reasonable.
- 23.6** If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.
- 23.7** Where the award procedure or execution of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The Contracting Authority may also suspend payments in cases where there are suspected or established errors, irregularities or fraud committed by the Contractor in the performance of another contract funded by the general budget of the European Community or by budgets managed by it, which are likely to affect the performance of the present contract.
- The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the Community budget.

MATERIALS AND WORKMANSHIP

Article 24 Quality of supplies

- 24.1** The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.
- 24.2** Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3** Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 25 Inspection and testing

- 25.1** The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 25.2** The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.
- 25.3** For the purposes of such tests and inspections, the Contractor shall:
- a) provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
 - b) agree, with the Project Manager, the time and place for tests;
 - c) give the Project Manager access at all reasonable times to the place where the tests are to be carried out.
- 25.4** If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if he has not attended the test, be bound by the test results.
- 25.5** When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6** If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.
- 25.7** In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 General principles

- 26.1** Payments shall be made in euro or national currency. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions. Where payment is in the national currency, it shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.
- 26.2** Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.
- 26.3** Sums due shall be paid within no more than 45 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The

date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

- 26.4** The 45-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so.

The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

- 26.5** The payments shall be made as follows:

a) 60% of the contract price after the signing of the contract, against provision of the performance guarantee. If the pre-financing payment exceeds EUR 150.000, or if no proof documents have been provided for the selection criteria, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment. This financial guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made by the responsible authorising officer.;

b) 40% of the contract price, as payment of the balance outstanding, following provisional acceptance of the supplies;

- 26.6** Where only part of the supplies have been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

- 26.7** For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.

- 26.8** The payment obligations of the EC under this Contract shall cease at most 18 months after the end of the period of implementation, unless the Contract is terminated in accordance with these General Conditions.

- 26.9** Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.

- 26.10** The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;

- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro, on the first day of the month in which the time-limit expired, plus three and a half percentage points.

The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor. Where necessary the European Community may as a donor subrogate itself to the Contracting Authority.

Article 27 Payment to third parties

- 27.1** Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.
- 27.2** Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 27.3** In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in the Special Conditions, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Article 28 Delayed payments

- 28.1** The Contracting Authority shall pay the Contractor sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 26 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 45 days following their receipt accompanied by the requisite documents.
- 28.2** Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
 - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro, on the first day of the month in which the deadline expired, plus seven percentage points. The latepayment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).
- 28.3** Any default in payment of more than 90 days from the expiry of the period laid down in Article 28.1 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Project Manager.

ACCEPTANCE AND MAINTENANCE

Article 29 Delivery

- 29.1** The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.
- 29.2** The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.
- 29.3** The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the Project Manager.
- 29.4** No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.

If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period.

- 29.5** Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.
- 29.6** Each package shall be clearly marked in accordance with the Special Conditions.
- 29.7** Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 Verification operations

- 30.1** The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.
- 30.2** The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- a)** the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;
 - b)** their replacement with proper and suitable supplies;
 - c)** the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefor, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
 - d)** that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3** The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.
- 30.4** Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.
- 30.5** The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 31 Provisional acceptance

- 31.1** The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

- 31.2** The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:
- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.
- 31.3** Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor.
- The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 31.4** If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.
- 31.5** In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.
- 31.6** Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the implementation of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Article 32 Warranty obligations

- 32.1** The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 32.2** The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a)** results from the use of defective materials, faulty workmanship or design of the Contractor;
- or
- b)** results from any act or omission of the Contractor during the warranty period; or
 - c)** appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 32.3** The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4** If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:

a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both;

or

b) terminate the contract.

32.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

32.6 The warranty obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;

b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 Final acceptance

34.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

34.2 The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

34.3 Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 Breach of contract

35.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

35.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

35.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

- a) general damages; or
- b) liquidated damages.

35.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 36 Termination by the Contracting Authority

36.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:

- a) the Contractor substantially fails to perform his obligations under this contract;
- b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely implementation of the supplies;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
- d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering execution of the contract occurs;
- l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

36.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.

36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the implementation of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

- 36.4** In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.
- 36.5** The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.
- 36.6** If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in Article 2 of the Special Conditions.
- 36.7** This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

Article 37 Termination by the Contractor

- 37.1** The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
 - consistently fails to meet its obligations after repeated reminders; or
 - suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.
- 37.2** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 37.3** In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 38 Force majeure

- 38.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.
- 38.2** For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.
- 38.3** Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in implementation or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for nonimplementation or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.
- 38.4** If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from

performing. The Contractor shall not employ such alternative means unless directed to do so by the Project Manager.

- 38.5** If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Project Manager.
- 38.6** If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further execution of the contract.

Article 39 Death

- 39.1** Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.2** Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3** In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.
- 39.4** Such persons shall be jointly and severally liable for the proper execution of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Article 40 Amicable dispute settlement

- 40.1** The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.
- 40.2** If the amicable dispute-settlement procedure fails, the Parties may, in the case of decentralised contracts, agree to try conciliation through the European Commission. If no settlement is reached within 120 days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

Article 41 Dispute settlement by litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- a) either a ruling from a national court
- b) or an arbitration ruling

in accordance with the Special Conditions of this contract.

ETHICS CLAUSES

Article 42 Ethics clauses

- 42.1** Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.
- 42.2** Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.
- 42.3** This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 42.4** When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 42.5** The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 42.6** For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 42.7** The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 42.8** The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 42.9** The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 42.10** The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 42.11** The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 42.12** Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 42.13** The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 43 Administrative and financial penalties

- 43.1** Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations, may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Commission within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to ten years in the event of a repeat offence within five years of the first infringement.
- 43.2** If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Article 44 Checks and audits by Community bodies

- 44.1** The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.
- 44.2** Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Community legislation for the protection of the financial interests of the European Communities against fraud and other irregularities.
- 44.3** To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.
- Documents must be easily accessible and filed so as to facilitate their examination and the Consultant must inform the Contracting Authority of their precise location.
- 44.4** The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor or any other party benefiting from EC funds.

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: Support to the National Security Authority of Bosnia and Herzegovina - Equipment supply

p 1 /...

Publication reference: EuropeAid/126864/C/SUP/BA; Tender No: EC/BiH/08/055

Column 1-2 should be completed by the Contracting Authority

Column 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on his proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

Lot 1: Establishment of security areas

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
1.1	5 locations	Installation of a security zone			
1.1.1	5 locations	<p>Intrusion alarm and access control system</p> <p>It should provide a complex security system together with mechanical security elements;</p> <ul style="list-style-type: none"> • electronic security system • intrusion detection function • access control function • fire alarm function <p>in one central electronic control unit.</p> <p><u>Requirements:</u> ability to control all functions from one single control panel.</p> <p><u>Minimum number of zone inputs 128.</u></p> <p>Type of zone inputs:</p> <ul style="list-style-type: none"> • personal protection • sabotage • 24 hour channel • delayed channel • smoke detector • zone creation • event logging <p>Number of zones/partitions should be 16+1 with arbitrary number of inputs.</p>			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<p><u>Access:</u></p> <ul style="list-style-type: none"> • maximum 64 6 digit length codes • the system should be able to accept addressable sensors • number of codes – number of users – should be at least 1200 <p><u>Open-collector outputs should be expandable to at least 128 outputs</u></p> <ul style="list-style-type: none"> • Each output must be programmable individually • Outputs should be programmable to given areas. <p><u>The event register</u></p> <ul style="list-style-type: none"> • should hold at least 2500 events (number, date, time Y2K compatible date) • it should be accessible through the keypads • it should be printable and downloadable to a PC <p>The system should be programmable from computers, from the keypads and from the built in communicator.</p> <p><u>Communicator</u></p> <ul style="list-style-type: none"> • number of programmable relay outputs at least 24 • individual communications id • test messages • at least six different communication formats 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<ul style="list-style-type: none"> at least 3 – minimum 24 characters – phone numbers should be programmable <p>The units should have integrated power supplies so they can act as a back-up power supply.</p> <p>Capacity of the battery should be 17Ah and the system should be able to charge a 17Ah battery.</p> <p><u>Access control</u></p> <ul style="list-style-type: none"> access control modules should be attachable to the communication bus the central unit should be able to control it it should be able to control at least 32 readers each user should be able to have a unique card card rights should be programmable through software user rights should be limitable by time and by door card readers and PIN code+card readers should both be connectable both one and two sided readers should be installable the card readers should show if the particular zone is armed or not when armed door access should be limitable through programming events from the access control system should be stored by the central unit access control modules and cards should be programmable from the keypads, from 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<p>computers (PC-link) and through the communicator</p> <ul style="list-style-type: none"> • users should also be able to program the cards if their code privilege allows it. <p>The system shall meet the requirements of security degree 3 according to EN 50 131.</p> <p>Zones of the intrusion alarm system – depending on the programming – should be able to be turned off with the help of a card.</p>			
1.1.2	14pcs	Motion detector suitable for the IDS			
1.1.3	11pcs	Glass break detector suitable for the IDS			
1.1.4	18pcs	Opening detector for windows suitable for the IDS			
1.1.5	17pcs	Opening detector for doors suitable for the IDS			
1.1.6	8pcs	Smoke detector suitable for IDS			
1.1.7	2pcs	<p>Supply and replacement of windows with high security requirements as per EN 356</p> <p>(2 windows: one window with 10 minutes burglary resistance and one window with 15 minutes burglary resistance)</p>			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		Size both windows: 1250 mm x 1250 mm			
1.1.8	20 m ²	Security folio for the windows as per EN356 norm for burglary resistance			
1.1.9	1piece	Wooden door with security lock type B as per EN 1300; and its installation Size: 90x210 cm			
1.1.10	1piece	Normal office door with an automatic closing system; and its installation on a corridor Size: 90x210 cm			
1.1.11	1piece	Security metal door with minimum 15 minutes burglary resistance as per CEN ENV 1627 with lock security category B as per EN 1300 (with installation) Size: 90x210 cm			
1.1.12	3pcs	Security metal door with minimum 10 minutes burglary resistance as per CEN ENV 1627 with lock security category B as per EN 1300 (with installation) Size: 90x210 cm			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
1.1.13	4pcs	High quality security locks meet requirements of security class B according to ENV 1300.			
1.1.14	24pcs	Hydraulic handles for closing doors			
1.1.15	6 locations	Training of the staff using the security system (on site)			
1.2		Security containers			
1.2.1	7pcs	Security Container (Type 3) Meet the requirements of security category S2 according to EN14450 or higher. Be secured by a Type 3 (meet the requirements of security category B according to CEN ENV 1300) lock. Be installed according to the instructions of the manufacturer. The container should have a closable shelf inside. Min. dimensions: outer size: appr. 1800x1200x700 mm inner size: appr. 1660x1200x700 mm max. weight: appr. 1750 kg			
1.2.2	7pcs	Security Container (Type 3)			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<p>Meet the requirements of security category S2 according to EN14450 or higher. Be secured by a Type 3 (meet the requirements of security category B according to CEN ENV 1300) lock. Be installed according to the instructions of the manufacturer. Min. dimensions:</p> <p>outer size: appr. 600x550x510 mm</p> <p>inner size: appr. 460x420x300 mm</p> <p>max. weight: appr. 300 kg</p>			
1.2.3	8	Training of the staff using the security containers (on site)			
1.3.	1	Installation of a color camera system			
1.3.1	4pcs	Digital HDTV color camera system with day and night with ½ " CM 4 OS Image sensor with progressive scanning, 3 Mpixel color (2048x1536) and 1.3 Mpixel black-white (1280x1024) sensitivity 0,01 lux, 5 mm lens, data transfer up to 55 Mbps and 30 pictures in a second, automatic day-night function, automatic function of background light compensation, automatic function of white level, electronic zoom and movement up-down-left-right, multi streaming, voltage supply 12 VDC, 4,5 W.			
1.3.2	4pcs	Housing for external assembly of camera with opening for internal passage of			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		cables dimension 138x128x410mm			
1.3.3	4pcs	Housing porter for external assembly of camera with internal opening for passage of cables of WBOV type			
1.3.4	4pcs	Supply unit for camera supply 12 Vdc – 1.000 mA			
1.3.5	4pcs	Multimedia converter , MM 2xSC connector			
1.3.6	4pcs	Plastic box for placement of multimedia converter (4 pieces)			
1.3.7	200 m	Optical Multimode Cable with 4 fibers			
1.3.8	200 m	Cable for camera supply PPL 3x0,75 mm			
1.3.9	250 m	Cable SFTP 4x2x0,66 mm with housing (250 m)			
1.3.10	250 m	Plastic installation hollow tile 15x15 mm			
1.3.11	250 m	Plastic installation hollow tile 30x15mm			
1.3.12	4pcs	1/3 " Super high resolution day/night camera , mini dome housing, 550 TV line, installed auto-			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		iris DC objective with had-zoom, 3,5 – 8 mm supply 24 Vac/12 Vdc			
1.3.13	4pcs	Supply unit for supply of camera 12 Vdc – 600 mA with plastic connection box			
1.3.14	2pcs	4-ro cable Web server up to 12 frames in a second. MPEG-4 / MPJEG compression quality adjustable, picture formats D1, D2/2, CIF			
1.3.15	200 m	Coaxial cable RG 59 B/U (200 m)			
1.3.16	200 m	Cable for camera supply PPL 3x0,75 mm			
1.3.17	200 m	Cable SFTP 4x2x0,6 mm with housing			
1.3.18	200 m	Plastic installation hollow tile 15x15 mm			
1.3.19	200 m	Plastic installation hollow tile 30x 15mm			
1.3.20	1 piece	19" RACK Board high 42 H, 80x80 cm for placement of elements of video monitoring with cooling system and thermostat, channels for cable laying, glass doors with locks			
1.3.21	1 piece	UPS 3 kVA double Powerware conversion			
1.3.22	1 piece	Personal computer QUAD CORE CPU, PCI			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		express graphic card, 1 GB LAN card, RAM DDR 24 GB, DVD Double layer burner, 2xHDD each with 500 GB, keyboard, mouse, installed XP Professional SP 2 or equivalent, rack version			
1.3.23	1 piece	24 port shelf with pig tiles and STST endings for ending of optical fibers			
1.3.24	5pcs	Patch cord multimedia cable 1 m long ST/Sc double			
1.3.25	1 piece	19" rack housing for placement of media converter with 16 slots DMC 1001			
1.3.26	4pcs	Multimedia converter , MM 2x SC connector			
1.3.27	2pcs	24 port gigabit switch , rack version			
1.3.28	8pcs	Patch cord cable 1 m long RJ 45/RJ 45			
1.3.29	1 piece	DKVM – 8 E switch for management of several computers with one keyboard and mouse, rack version			
1.3.30	1 piece	24" TFT LCD high resolution monitor , flat screen of maximal resolution 1920x1200			
1.3.31	1 piece	Software for monitoring and recording of IP cameras, recording of up to 240 frames in a second, MPEG -4/M – JPEG compression, adjustable recording manner and quality, movement detector, continuous in alarm, time			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		recording format D1, D2, CIF, video archive, archive search by date, time and event and NETDVR 16240			
1.3.32	6 locations	Training of the staff using the security system (on site)			
1.4	8pcs	Paper shredder cross-cut max. 1mmx5 mm			
1.5	20pcs	Opening detectors for windows suitable for an existing IDS with installation and connecting			
1.6	1 location	Connecting of an existing CCTV system to the response force			

Item number	Type	1 NSA Present Building	2 NSA New Building	3 MOFA	4 Mission in Brussels	5 MOD	6 Border Police	7 OSA	8 SIPA	Total Qty
1.1.	Installation of new security zones		1	1	1		1		1	5
1.1.1	Intrusion alarm and access control system		1	1	1		1		1	5
1.1.2	Motion detectors		6	3	1		2		2	14
1.1.3	Glass break detector		5	2	1			1	2	11
1.1.4	Opening detector for windows		8	4	2				4	18
1.1.5	Opening detector for doors		5	3	3		2		4	17
1.1.6	Smoke detector			3	1		2		2	8
1.1.7	Supply and replacement of windows			2						2
1.1.8	Security folie								20 sq m	20 sq m
1.1.9	Wooden door						1			1
1.1.10	Normal office door		1							1

Item number	Type	1 NSA Present Building	2 NSA New Building	3 MOFA	4 Mission in Brussels	5 MOD	6 Border Police	7 OSA	8 SIPA	Total Qty
1.1.11	Security metal door with 15 min. burglary resistance			1						1
1.1.12	Security metal door with 10 min. burglary resistance			1			1		1	3
1.1.13	High quality security locks				3		1			4
1.1.14	Hydraulic handles for closing doors		6	3	3	7	2	1	2	24
1.1.15	Training for users		1	1	1	1	1		1	6
1.2.	Security containers									
1.2.1	Security Container (L)		1	1	1	1	1	1	1	7
1.2.2	Security Container (S)	1	1	1		1	1	1	1	7
1.2.3	Training for users	1	1	1	1	1	1	1	1	8
1.3.	Installation of a color camera system					1				1
1.3.1	Digital HDTV color camera					4				4
1.3.2	Housing for camera					4				4
1.3.3	Housing porter					4				4
1.3.4	Supply unit					4				4

Item number	Type	1 NSA Present Building	2 NSA New Building	3 MOFA	4 Mission in Brussels	5 MOD	6 Border Police	7 OSA	8 SIPA	Total Qty
1.3.5	Multimedia converter					4				4
1.3.6	Plastic box					4				4
1.3.7	Optical Multimode Cable					200m				200m
1.3.8	Cable for camera supply					200m				200m
1.3.9	Cable					250m				250m
1.3.10	Plastic installation hollow tile 15x15 mm					250m				250m
1.3.11	Plastic installation hollow tile 30x15mm					250m				250m
1.3.12	1/3 " Super high resolution day/night camera					4				4
1.3.13	Supply unit					4				4
1.3.14	4-ro cable Web server					2				2
1.3.15	Coaxial cable					200m				200m
1.3.16	Cable					200m				200m
1.3.17	Cable					200m				200m
1.3.18	Plastic installation hollow tile 15x15 mm					200m				200m

Item number	Type	1 NSA Present Building	2 NSA New Building	3 MOFA	4 Mission in Brussels	5 MOD	6 Border Police	7 OSA	8 SIPA	Total Qty
1.3.19	Plastic installation hollow tile 30x 15mm					200m				200m
1.3.20	19" RACK Board					1				1
1.3.21	UPS 3 kVA double Powerware conversion					1				1
1.3.22	Personal computer					1				1
1.3.23	24 port shelf with pig tiles and STST endings					1				1
1.3.24	Patch cord multimedia cable					5				5
1.3.25	19" rack housing					1				1
1.3.26	Multimedia converter					4				4
1.3.27	24 port gigabit switch, rack version					2				2
1.3.28	Patch cord cable 1 m long RJ 45/RJ 45					8				8
1.3.29	DKVM – 8 E switch with one keyboard and mouse, rack version					1				1
1.3.30	24" TFT LCD high resolution monitor					1				1
1.3.31	Software for monitoring and					1				1

Item number	Type	1 NSA Present Building	2 NSA New Building	3 MOFA	4 Mission in Brussels	5 MOD	6 Border Police	7 OSA	8 SIPA	Total Qty
	recording of IP cameras									
1.3.32	Training of users		1	1		1	1	1	1	6
1.4.	Paper shredder	1	1	1	1	1	1	1	1	8
1.5.	Opening detectors for windows suitable for an existing IDS with installation and connecting	14						6		20
1.6.	Connecting CCTV system to RF	1								1

Addresses of Institutions for delivery:

1. NSA/BiH in BiH Ministry of Security (present building)
2. NSA/BiH in New Building
3. BiH Ministry of Foreign Affairs (MOFA)
4. BiH Mission to the EU in Brusselles
5. BiH Ministry of Defense (MoD)
6. BiH Border Police
7. Security Intelligence Agency (OSA)
8. State Investigation and Protection Agency (SIPA)

Trg BiH 1., Sarajevo
Trg BiH 1., Sarajevo
Musala 2, Sarajevo
Rue Tenboshc 33., 1000 Brussels
Bistrik 5., Sarajevo
Ul. Reufa Muhica 2/A, Ilidza, Sarajevo
Ul Mehmeda Spahe 7., Sarajevo
Ul. Nikole Tesle B.B., Lukavica

Lot 2: CISs

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
2.1	16pcs	<p><u>PC - Personal Computer:</u></p> <p>CPU: Dual Core processor</p> <ul style="list-style-type: none"> ▪ RAM: minimum 1GB DDR2 ▪ HARD DRIVE: 160GB Serial ATA Hard Drive ▪ SECONDARY HARD DRIVE: 500GB Serial ATA 3Gb/s Hard Drive ▪ OPTICAL DRIVE: DVD+/-RW Burner ▪ FLOPPY: 3.5 inch Floppy Drive, 1.44MB ▪ NETWORK ADAPTER: 10/100 Mbit ▪ KEYBOARD: Standard keyboard ▪ MOUSE: Optical USB Mouse ▪ MONITOR: 19 inch Digital Flat Panel Display ▪ OPERATING SYSTEM: installed Windows® XP Pro or equivalent ▪ PRODUCTIVITY SOFTWARE: installed office applications, capable for document editing, spreadsheet editing, presentation creating and email management, compatible with „doc”, „xls” and „pps” extensions ▪ SECURITY SOFTWARE: installed security software capable of detecting and eliminating viruses and spywares <p>ADOBE SOFTWARE: Adobe Acrobat Reader</p>			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
2.2	1 piece	<u>Server</u> <ul style="list-style-type: none"> - CPU: Quad Core processor 6MB Cache, 3.0GHz, 1333MHz FSB - RAM: min. 8 GB RAM - Storage: Raid 5 Controller, 4x500 Gb Hdd (3 x in RAID 5 configuration + 1x500GB spare disk) - Rack mountable - Network card: 2 Embedded Multifunction Gigabit Network Adapters - Optical device: DVD-R/CD-RW - Monitor+keyboard,mouse: 19 flat screen 1U rack - Operating System: Installed Windows Server 2008 + Installation and recovery CD/DVD - Productivity Software: installed office applications, capable for document editing, spreadshet editing, presentation creating and email management, compatible with „doc”, „xls” and „pps” extensions - Security Software: installed security software capable of detecting and eliminating viruses and spywares 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<ul style="list-style-type: none"> - Backup device: Ultrium SCSI External Tape Drive, Compressed capacity: 400 GB, rack mountable, with appropriate backup software to create full system backups - Interface: Ultra 160 SCSI adapter - Ultrium 400 GB storage media kit (20 data cartridges, 1 cleaning cartridge, 1 media case, coloured labels and tape backup guide) 5 m Wide differential SCSI cable, 68 pin Installation - Redundant Power supply 			
2.2.1	1 piece	<u>UPS</u> Power cap.: 1000 VA or above, rack mountable Functions: audible alarms, automatic self-test, battery failure notification, battery replacement without tools, battery protected and surge-only outlets, data line surge protection, disconnected battery notification, hot-swappable batteries, replace Battery LED, USB connectivity			
2.2.2	2 piece	<u>Network active equipment:</u> Twenty-four 10/100 ports for desktop connectivity and two 10/100/1000BASE-T ports with fibre/optical for uplink or server connectivity. Rack mountable.			
2.2.3	200 m	UTP PATCH Cable:			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<ul style="list-style-type: none"> - 20 x 5m piece - 10 x 10m piece 			
2.2.4	400m	Optical cable: <ul style="list-style-type: none"> - 400 m optical-fiber multi mode cable 100base-FX (1300 nm) - 400 m PVC conduit (protection for fiber cable) 			
2.2.5	1	Installation and configuration of LAN network To install LAN network of 1x server (Item no. 2.2) and 8x workstations (WSs from among PCs under item no.2.1) in an area of 5 office rooms in 2 different buildings. Installation of optical cable between two buildings. Connect and install converters (Item no. 2.2.8) and connect, install and configure IPSec/VPN devices (Item no. 2.2.7)			
2.2.6	1 pc	Metal Rack enclosure <ul style="list-style-type: none"> - Metal Rack enclosure 42U – black - Additional shelf – 2 pcs - Power distribution unit – for redundancy 2 pcs – 12 outlet per piece - Fun tray, rack enclosure roof mount - Removable locking side panels 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
		<ul style="list-style-type: none"> - Front locking door with lock and keys - Tempered glass front door 			
2.2.7	2 pcs	Gateway device – VPN/IPSec <ul style="list-style-type: none"> - Network attack detection - Malformed packet protection - Auto-Connect VPN - Concurrent VPN tunnels: 25/40 - Tunnel interfaces: 10 - DES encryption (56-bit), 3DES encryption (168-bit) and AES (256-bit) - MD-5 and SHA-1 authentication - Layer2 Tunneling Protocol (L2TP) within IPsec 			
2.2.8	2 pcs	Media converter (Fiber/UTP) <ul style="list-style-type: none"> - Cabling type: 100Base-FX, 1000Base-TX - Data transfer rate: 1000 Mbps - Optical Wave Length: 1300nm - Status indicators: Link activity, power, link OK - Auto-negotiation, AutoCross, FEF - Interfaces: 1 × Ethernet 100Base-FX – SC multi-mode female; 1000Base Optical/Fibre 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
2.3	8pcs	Pendrive 8 GB capacity			
2.4	8pcs	<u>Notebook:</u> <ul style="list-style-type: none"> ▪ CPU: Dual Core processor ▪ RAM: minimum 2GB DDR2 ▪ HARD DRIVE: 250GB Hard Drive ▪ OPTICAL DRIVE: DVD+/-RW Burner ▪ FLOPPY: USB 3.5 inch Floppy Drive, 1.44MB ▪ NETWORK ADAPTER: 10/100 Mbit ▪ MOUSE: Optical USB Mouse ▪ DISPLAY: 15.4 inch Wide Screen XGA LCD Display ▪ Carrying case for notebook ▪ OPERATING SYSTEM: installed Windows® XP Pro or equivalent ▪ PRODUCTIVITY SOFTWARE: installed office applications, capable for document editing, spreadsheet editing, presentation creating and email management, compatible with „doc”, „xls” and „pps” extensions ▪ SECURITY SOFTWARE: installed security software capable of detecting and eliminating viruses and spywares ▪ ADOBE SOFTWARE: Adobe Acrobat Reader 			

1. Item number	Qty	2. Specifications	3. Specifications Offered	4. Notes, remarks Ref to documentation	5 Evaluation Committee's notes
2.5	8pcs	<u>Multifunction network printer:</u> <ul style="list-style-type: none"> ▪ Color printing, Color copying, color scanning ▪ Printer memory: min. 64 MB ▪ Print speed: min 10 ppm (color) ▪ Black print resolution: supports 1200x1200 dpi ▪ Duplex printing: Automatic ▪ Scanner resolution: supports 1200x1200 dpi ▪ Scanner bit depth: 24 bit ▪ Copy resolution: supports 600x600 dpi ▪ Networking: 10/100 Ethernet ▪ Connectivity: USB 2.0 port, RJ-45 port; RJ-11 			

Item	Type	1.	2.	3.	4.	5.	6.	7.	
		NSA	MoFA	BiH Mission in Brussels	MoD	BiH Border Police	OSA	SIPA	Total Qty
2.1	Personal Computer	10	1	1	1	1	1	1	16
2.2	Server	1	-	-	-	-	-	-	1
2.2.1	UPS	1	-	-	-	-	-	-	1
2.2.2	Network equipment	2	-	-	-	-	-	-	2
2.2.3	UTP PATCH Cable	200m	-	-	-	-	-	-	200m
2.2.4	Optical cable	400m	-	-	-	-	-	-	400m
2.2.5	Installation of LAN	1	-	-	-	-	-	-	1
2.2.6	Rack enclosure	1	-	-	-	-	-	-	1
2.2.7	Gateway device	2	-	-	-	-	-	-	2
2.2.8	Media converter	2	-	-	-	-	-	-	2
2.3	Pendrive	2	1	1	1	1	1	1	8
2.4	Notebook	2	1	1	1	1	1	1	8
2.5	Network Printer	2	1	1	1	1	1	1	8

Addresses of Institutions for delivery:

- | | |
|---|--|
| 1. NSA/BiH in BiH Ministry of Security | Trg BiH 1., Sarajevo |
| 2. BiH Ministry of Foreign Affairs (MoFA) | Musala 2., Sarajevo |
| 3. BiH Mission to the EU in Brussels | Rue Tenboshc 33, 1000 Brussels |
| 4. BiH Ministry of Defense (MoD) | Bistrik 5., Sarajevo |
| 5. BiH Border Police | Ul. Reufa Muhica 2/A, Ilidza, Sarajevo |
| 6. Security Intelligence Agency (OSA) | Ul Mehmeda Spahe 7., Sarajevo |
| 7. State Investigation and Protection Agency (SIPA) | Ul. Vuka Karadzica b.b., Sarajevo-Lukavica |

ANNEX IV : Budget breakdown (Model financial offer)

Page No 1 [of...]

PUBLICATION REFERENCE: EuropeAid/126864/C/SUP/BA

NAME OF TENDERER: [.....]

Lot 1: Establishment of security areas

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP⁷ AND INSTALLATION <PLACE OF ACCEPTANCE> EUROS	TOTAL EUROS
1.1.	5 locations	Installation of new security zones		
1.1.1	5 locations	Intrusion alarm and access control system		
1.1.2	14pcs	Motion detectors		

⁷ <DDP (Delivered Duty Paid) (not including customs duties, import duties, taxes or other equivalent fiscal charges) - Incoterms 2000 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>

1.1.3	11pcs	Glass break detector		
1.1.4	18pcs	Opening detector for windows		
1.1.5	17pcs	Opening detector for doors		
1.1.6	8pcs	Smoke detector		
1.1.7	2pcs	Supply and replacement of windows		
1.1.8	20 m²	Security folie		
1.1.9	1peace	Wooden door		
1.1.10	1peace	Normal office door		
1.1.11	1peace	Security metal door with 15 min. burglary resistance		
1.1.12	3pcs	Security metal door with 10 min. burglary resistance		
1.1.13	4pcs	High quality security locks		

1.1.14	24pcs	Hydraulic handles for closing doors		
1.1.15	6 locations	Training for users		
1.2.		Security containers		
1.2.1	7pcs	Security Container (L)		
1.2.2	7pcs	Security Container (S)		
1.2.3	8 locations	Training for users		
1.3.	1locaton	Installation of a color camera system		
1.3.1	4pcs	Digital HDTV color camera		
1.3.2	4pcs	Housing for camera		
1.3.3	4pcs	Housing porter		

1.3.4	4pcs	Supply unit		
1.3.5	4pcs	Multimedia converter		
1.3.6	4pcs	Plastic box		
1.3.7	200m	Optical Multimode Cable		
1.3.8	200m	Cable for camera supply		
1.3.9	250m	Cable		
1.3.10	250m	Plastic installation hollow tile 15x15 mm		
1.3.11	250m	Plastic installation hollow tile 30x15mm		
1.3.12	4pcs	1/3 " Super high resolution day/night camera		
1.3.13	4pcs	Supply unit		

1.3.14	2pcs	4-ro cable Web server		
1.3.15	200m	Coaxial cable		
1.3.16	200m	Cable		
1.3.17	200m	Cable		
1.3.18	200m	Plastic installation hollow tile 15x15 mm		
1.3.19	200m	Plastic installation hollow tile 30x 15mm		
1.3.20	1peace	19" RACK Board		
1.3.21	1 peace	UPS 3 kVA double Powerware conversion		
1.3.22	1peace	Personal computer		
1.3.23	1peace	24 port shelf with pig tiles and STST endings		

1.3.24	5pcs	Patch cord multimedia cable		
1.3.25	1peace	19" rack housing		
1.3.26	4pcs	Multimedia converter		
1.3.27	2pcs	24 port gigabit switch, rack version		
1.3.28	8pcs	Patch cord cable 1 m long RJ 45/RJ 45		
1.3.29	1peace	DKVM – 8 E switch with one keyboard and mouse, rack version		
1.3.30	1peace	24" TFT LCD high resolution monitor		
1.3.31	1peace	Software for monitoring and recording of IP cameras		
1.3.32	6 locations	Training of users		
1.4.	8pcs	Paper shredder		

1.5.	20pcs	Opening detectors for windows suitable for an existing IDS with installation and connecting		
1.6.	1 location	Connecting CCTV system to RF		
			Total	

Lot 2: CISs

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP ⁸ AND INSTALLATION <PLACE OF ACCEPTANCE> EUROS	TOTAL EUROS
2.1	16pcs	Personal Computer		
2.2	1peace	Server		
2.2.1	1 peace	UPS		
2.2.2	2pcs	Network equipment		
2.2.3	200m	UTP PATCH Cable		
2.2.4	400m	Optical cable		

⁸ <DDP (Delivered Duty Paid)> (not including customs duties, import duties, taxes or other equivalent fiscal charges) - Incoterms 2000 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>

2.2.5	1	Installation of LAN		
2.2.6	1 peace	Rack enclosure		
2.2.7	2pcs	Gateway device		
2.2.8	2pcs	Media converter		
2.3	8pcs	Pendrive		
2.4	8pcs	Notebook		
2.5	8pcs	Network Printer		
			Total	

ANNEX V: MODEL PERFORMANCE GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of
<Address of the Contracting Authority>
<Financial Unit mentioned in the Contract>
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract <Contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract <contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform his contractual obligations fully and properly and that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁹.

The law applicable to this guarantee shall be that of <country of the Contracting Authority/country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <name of the country of the Contracting Authority>

This guarantee shall enter into force and take effect upon its signature.

Name:Position:

¹⁰ Signature:

Date: <Date>

⁹ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

¹⁰ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V: PRE-FINANCING GUARANTEE FORM

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of
<Address of the Contracting Authority>
<Financial Unit mentioned in the Contract>
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract <Contract number and title>
(please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract <Contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 45 days at the latest after the provisional acceptance of the goods. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]¹¹.

The law applicable to this guarantee shall be that of <country of the Contracting Authority/country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <name of country of the Contracting Authority>.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: Position:

¹²Signature: Date: <Date>

¹¹ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

¹² The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

GUIDELINES ON APPLICATION
OF THE INSTRUCTION ON CONDITIONS AND MANNER FOR VAT REFUND
IN ACCORDANCE TO ARTICLE 29 PARAGRAPH 1 ITEM 4
OF THE LAW ON VALUE ADDED TAX
BETWEEN
DELEGATION OF THE EUROPEAN COMMISSION TO BOSNIA AND HERZEGOVINA
AND
INDIRECT TAXATION AUTHORITY OF BOSNIA AND HERZEGOVINA

In accordance with the Instruction on Conditions and Manner for VAT Refund No: 02-1526/06, signed by the Director of the Indirect Taxation Authority on 08 March 2006, the Indirect Taxation Authority of Bosnia and Herzegovina (*hereinafter ITA*) and the Delegation of the European Commission to Bosnia and Herzegovina (*hereinafter EC*) have agreed on the following Guidelines on Application of the Instruction for VAT Refund:

1. Contractor provides to the EC:
 - a) two originals or verified copies of invoice indicating VAT amount for which refund is to be claimed
(with net amount, VAT amount and total amount for payment) and
 - b) an evidence on paid VAT subject for refund *(for import of goods it is copy of SAD /single administrative document/customs declaration form/ and bank statement on paid VAT; for internal transactions it is copy of the VAT application with specification of invoices subject to VAT refund)*.
2. Following internal verification and payment of net amount to contractor, the EC submits to the ITA Regional Centre (RC) Sarajevo:
 - a) completed claim form CD PDV 1M *(attached)*,
 - b) copy of the EC's notification of payment of invoice to contractor and
 - c) copy of contract on the basis of which refund is being claimed
(only needed for the first refund claim within one contract).
3. ITA RC Sarajevo processes claim, makes inquiries and corrections as necessary. Rejected refund claims can be corrected and resubmitted. Bank transaction expenses shall be covered by the ITA.
4. The Head of Tax Unit in the RC Sarajevo issues refund decision if required conditions are met.
5. RC Sarajevo provides refund decision to the EC and submits it to the ITA's Business Services Sector in Banja Luka for execution.
6. The EC informs contractor on the ITA's refund decision.
7. Business Services Sector in Banja Luka makes refund by transferring funds directly to contractor's bank account.
(as provided in CD PDV 1M form).

8. ITA's Taxpayers Service Unit in the RC Sarajevo and the EC shall keep special records on submitted and resolved VAT refund claims.

This document is drawn up in the English and Bosnian language in two original copies.

FOR THE INDIRECT TAXATION AUTHORITY OF
BOSNIA AND HERZEGOVINA

(SIGNED)

Mr. Kemal CAUSEVIC
Director

FOR THE DELEGATION OF THE
EUROPEAN COMMISSION TO BOSNIA AND HERZEGOVINA

(SIGNED)

Ambassador Michael B. HUMPHREYS
Head of Delegation

At: Sarajevo

Date:

PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE (Form C11)

Contract No° Title.....

Contractor:

Beneficiary:

.....

.....

.....

.....

	qty	Description	Delivery	Installation	Training	Testing	Lot 1 only: Certificates of conformity for a security systems/devices *	Remarks
1	[...]	[.....]						
2	[...]	[.....]						
3	[...]	[.....]						
4	[...]	[.....]						

*** Have to be manufacturer and international (original or notarized) certificates**

Provisional: All of the above mentioned items have been delivered, installed and found compliant with the Technical Specifications and Article 1.4 of this supply contract.

Final: The Supplier has remedied any defect or damage occurred during the warranty period, as specified in the contract.

Date of acceptance:.....

The Contractor

Name

Signature.....

The Beneficiary

Name

Signature.....

The Project Manager (Contracting Authority)

Name

Signature.....

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Support to the National Security Authority of Bosnia and Herzegovina - Equipment supply (re-tendering)	Publication reference : Tender No:	EuropeAid/126864/C/SUP/BA EC/BiH/08/055
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹³ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

Chairperson's name	
Chairperson's signature	
Date	

¹³ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

EVALUATION GRID

Contract title :	Support to the National Security Authority of Bosnia and Herzegovina - Equipment supply (re-tendering)	Publication reference :	EuropeAid/126864/C/SUP/BA
		Tender No:	EC/BiH/08/055

Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a)	Professional capacity? (OK/a/b/c)	Technical capacity? (OK/a)	Compliance with technical specifications? (OK/No)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Notes:
1											
2											
3											
4											

Evaluator's name & signature	
Evaluator's name & signature	
Evaluator's name & signature	
Date	

GLOSSARY OF TERMS (A1)

SER = SERVICE

SUP = SUPPLY

W = WORKS

G = GRANTS

Where not specified the definition applies to all type of contracts

The specific terminology for the EDF has to be applied by analogy to the terminology used in the common texts for Budget and EDF
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Addendum	A document modifying the terms and conditions of a contract.
Administrative order	Any instruction or order issued in writing by the Supervisor (W) or Project Manager (SER) to the Contractor regarding the execution of the contract (SER, W)
Appropriate media	Publication in the Official Journal of the European Union and on the EuropeAid website is obligatory for most contracts covered by this Guide. Publication in the press of beneficiary countries and, if need be, specialised publications may be necessary or advisable.
Assessor	An expert with an in-depth knowledge of the issues covered by a grant programme who is engaged by a Contracting Authority to carry out a detailed written assessment of a grant application using the published evaluation grids. He/she cannot be a member of the Evaluation Committee.
Beneficiary country	The country or state outside the European Union with which the European Communities have an agreed programme of cooperation.
Beneficiary of a grant	Person who receives a grant(G)
Breakdown of the overall price	A heading-by-heading list of the rates and costs making up the price for a lump-sum (global price) contract. (SUP, W)
Budget breakdown	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided(W, SER, SUP)
Call for proposals	A public invitation by the Contracting Authority, addressed to clearly identified categories of applicant, to propose operations within the framework of a specific EU programme.
Candidate	Any natural or legal person or group thereof that has sought an invitation to take part in a restricted or negotiated procedure.
Clearance	The amount of expenditure incurred in accordance with the Contract which the Contracting Authority, after examination of the expenditure verification report, accepts for deduction from the sum total of pre-financing under the Contract.
Commercial warranty	The warranty the manufacturer provides for a defined period that the supply will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service. The Commercial warranty should not be confused with - and might go beyond - the warranty period of the contract (SUP).
Commission	The Commission of the European Communities.
Competitive Dialogue (Budget only)	Procedure only used for particularly complex contracts. A contract notice sets out the needs and requirements and the Contracting Authority opens a dialogue with candidates.
Competitive negotiated procedure	Procedure without prior publication of a procurement notice, in which only candidates invited by the Contracting Authority may submit tenders.

Conflict of interests	<p>Any event influencing the capacity of a candidate, tenderer, contractor or grant beneficiary to give an objective and impartial professional opinion, or preventing it, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer, contractor or grant beneficiary. These restrictions also apply to any sub-contractors and employees of the candidate, tenderer, contractor or grant beneficiary.</p> <p>There is also a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.</p>
Consortium	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Proposals. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure or Call for Proposals. All members of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the Contracting Authority.
Consultant	The party which contracts to perform the services. (SER)
Contract	An agreement, between two or more persons or entities, with specific terms and an undertaking to provide services, supplies and/or works in return for a financial consideration (SER, SUP, W).
Contract award procedure	The procedure followed by a Contracting Authority to identify, and conclude a contract with, a suitable contractor to provide defined goods or services.
Contract budget	A summary of the costs of performing the contract. The total of these costs is the contract value or contract price. Where grants are concerned: the budget shows the eligible costs for funding and the total costs. The income must also be detailed.
Contract price	See "Contract budget"
Contract description	Brief outline (maximum 10 lines) of the contract for inclusion within a procurement notice and an explanatory note.
Contract value	See "Contract budget"
Contracting Authority	<p>The European Commission, acting for and on behalf of the beneficiary country, in the case of centralised approach.</p> <p>The Contracting Authority appointed by the government of the beneficiary country, in the case of decentralised approach.</p>
Contractor	Any natural or legal person or public entity or consortium of such persons and/or bodies selected at the end of the procedure for the award of the contract. The successful tenderer, once parties have signed the contract.

Corrigendum	Correction of a notice already published in the Official Journal of the European Union and on the EuropeAid website.
Day	Calendar day unless otherwise specified.
Dayworks	Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plants (W)
Description of the Operation	A detailed description of the proposed project and its various activities (preparation, implementation, evaluation, etc).
Direct award	The award of one or more grants without organising a call for proposals. A direct award is only appropriate under certain, special circumstances and must always be the subject of an evaluation report.
Direct labour operations	Contracts executed by public or public-private agencies or services of the beneficiary country, where that country's administration possesses qualified managers.
Drawings	Drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works (W)
Dynamic purchasing system	An electronic procedure used for making commonly used purchases. It is limited in duration and open throughout its validity. For each individual contract a contract notice is published inviting all the contractors admitted to the system.
EC	The European Commission
EU	The European Union
Economic operator	Covers contractors, suppliers and service providers.
Equipment	Machinery, apparatus, components and any other articles intended for use in the works (W)
EuropeAid Web site	http://ec.europa.eu/europeaid/work/procedures/index_en.htm
European Commission	The Commission of the European Communities.
Evaluation committee	A committee made up of an odd number of members (at least three) with the necessary technical and administrative expertise to give an informed opinion on tenders or grant applications.
Execution period	The period from contract signature until 18 months after the provisional acceptance of the works or of the supply This period includes the warranty and the final acceptance of the works or of the supply. (SUP, W)
Expert	A person engaged by a contractor to provide the expertise required for the proper performance of a contract.
Explanatory note	A summary at the beginning of a contract dossier or addendum dossier explaining to the reader the purpose and essential features of the proposed contract or addendum.

Fee-based contract	A contract under which the services are provided on the basis of fixed fee rates for each day worked by experts. (SER)
Final beneficiaries of a grant	Those who will benefit from the project in the long term at the level of the society or sector at large (G).
Final acceptance certificate	Certificate(s) issued by the Supervisor to the Contractor at the end of the maintenance period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned. (W)
Financing Agreement	An agreement between the EC and the beneficiary country (known as a Financing Memorandum in the context of Phare and Ispa) which determines the objectives and scale of a future programme of assistance.
Financial offer	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cashflow forecast required by the tender dossier.
Financing Memorandum	An agreement between the EC and the beneficiary country (known as a Financing Agreement in the Financial Regulation and in all EC external aid programmes other than Phare and Ispa) which determines the objectives and scale of a future programme of assistance.
Foreign currency	Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
Framework contract	<p>A framework contract is a contract concluded between a Contracting Authority and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged. The Contracting Authority may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.</p> <p>Not to be confused with framework partnership agreements, through which the Commission establishes long-term cooperation with grant beneficiaries (used by ECHO).</p>
General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
General damages	The sum, not stated previously in the contract, which is awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.
Global price contract	A contract under which the services are performed for an all-inclusive fixed price. (SER)
Grant	A direct payment of a non-commercial nature by the Contracting Authority to a specific recipient to implement an operation (or in some cases to finance part of its budget) in order to promote an EC policy aim (G).

Hybrid contract	A contract between the Contracting Authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.
Grant programme	A programme which determines the objectives and scale of assistance in the form of grants for operations promoting EC policy aims (G).
Guidelines for applicants	Document explaining the purpose of a Call for Proposals for grants. It sets out the rules regarding who may apply, the types of operations and costs which may be financed, and the evaluation (selection and award) criteria. It also provides practical information on how to complete the application form, what documents must be annexed, and rules and procedures for applying.
Implementation period	The period from the signature, or alternative date if specified in the Special Conditions, until the provisional acceptance of the works (W) or until the provisional acceptance for the last lot has been issued (SUP) or until all tasks have been carried out (SER)
Invitation to tender	Letter sent to selected candidates in a restricted procedure or competitive negotiated procedure inviting them to submit a tender.
In writing	This includes any hand-written, typed or printed communication, including telex, cable, e-mail and fax transmissions.
Liquidated damages	The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.
Maintenance period	The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor (W)
Mixed contract	See "Hybrid contract"
Modification	An instruction given by the Supervisor which modifies the works (W)
Month	Calendar month
Most economically advantageous tender	The tender proposal judged best in terms of the criteria laid down for the contract, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance, delivery date or performance period, the price or lowest price. These criteria must be published in the procurement notice or stated in the tender dossier.
National currency	The currency of the beneficiary country.
Negotiated procedure	Procedure without prior publication of a procurement notice, in which the Contracting Authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them.
Open procedure	Calls for tender are open where all interested economic operators may submit a tender.

Operational grant	Direct financial contribution, by way of donation, in order to finance the functioning of a body which pursues an aim of general European interest or has an objective forming part of a European Union policy (G).
Period	A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.
Plant	Appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works (W).
Project	The project in relation to which the services/works/supplies are to be provided under the contract.
Project manager	The person responsible for monitoring the implementation of a project on behalf of the Contracting Authority.
Provisional sum	A sum included in the contract and so designated for the implementation of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor (W).
Restricted procedure	Calls for tender are restricted where all economic operators may ask to take part but only candidates satisfying the selection criteria and invited simultaneously and in writing by the Contracting Authorities may submit a tender.
Service contract	A contract between a service provider and the Contracting Authority for the provision of services such as technical assistance or studies (SER).
Service provider	Any natural or legal person or public entity or consortium of such persons and/or bodies offering services (SER).
Services	Activities to be performed by the Consultant under the contract such as technical assistance, studies, training and designs (SER).
Special Conditions	The special conditions laid down by the Contracting Authority as an integral part of the tender or call for proposals dossier, including amendments to the General Conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).
Study contract	A service contract between a service provider and the Contracting Authority concerning, for example, identification and preparatory studies for projects, feasibility studies, economic and market studies, technical studies, evaluations and audits (SER).
Successful applicant	The applicant selected at the end of a call for proposals procedure for the award of contract.
Successful Tenderer	The tenderer selected at the end of a tender procedure for the award of contract.

Supervisor (Engineer as per FIDIC rules)	The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority (W).
Supervisor's representative	Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Supervisor will include his representative (W).
Supplier	Any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products (SUP).
Supplies	All items which the Contractor is required to supply to the Contracting Authority, including, where necessary, services such as installation, testing, commissioning, provision of expertise, supervision, maintenance, repair, training and other such obligations connected with the items to be provided under the contract (SUP).
Supply contract	Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Target groups	The groups/entities that will be directly positively affected by the project at the Project Purpose level.
Technical assistance contract	A contract between a service provider and the Contracting Authority, under which the service provider exercises an advisory role, directs or supervises a project, provides the experts stipulated in the contract or acts as a procurement agent.
Technical offer	The part of a tender which contains all non-financial elements of the tender, i.e., all elements other than the financial offer which are required by the tender dossier. The technical offer must not contain any financial indications.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price.
Tender dossier	The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.
Tender Price	The sum stated by the tenderer in his tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a procurement notice and ending with the award of the tendered contract.
Tenderer	Any natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Technical specifications	The document drawn up by the Contracting Authority setting out its requirements and/or objectives in respect of the provision of supplies or works, specifying, where relevant, the methods and resources to be used and/or results to be achieved(SUP, W).

Terms of reference	The document drawn up by the Contracting Authority setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SER).
Time limits	Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.
Warranty obligations	The warranty of the Contractor that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials. This warranty must remain valid for a maximum of 1 year after provisional acceptance. See article 32 of the General Conditions (SUP).
Works contract	Works contracts cover either the execution, or both the design and execution, of works or a work related to one of the activities referred to in Annex I to Directive 2004/18/EC or the realisation, by whatever means, of a work corresponding to the requirements specified by the Contracting Authority. A 'work' means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function (W).
Written communications	Certificates, notices, orders and instructions issued in writing under the contract.

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: EuropeAid/126864/C/SUP/BA; Tender No: EC/BiH/08/055

Title of contract:

**Support to the National Security Authority of Bosnia and Herzegovina -Equipment supply
(re-tendering)**

<Place and date>

A: <Name and address of Contracting Authority >.

One signed original form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a **consortium** (ie, either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities must respect the same rules of eligibility and notably that of nationality (as well as of security for Lot 1), as the economic operator.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality²
Leader		
Member		
Etc ...		

¹ add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as **'leader'** (and all other lines should be deleted)

²Country in which the legal entity is registered

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data³ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	Year before last €	Last year €	This year €	Next year €	Average ⁴ €
Annual turnover ⁵ , excluding this contract					
Cash and cash equivalents ⁶ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁷ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁶ at end of year [ie, the sum of the above three rows]					

³ if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four preceding columns of the same row.

⁵ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁶ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁷ **Operating activities** are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. **Investing activities** are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. **Financing activities** are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing or investing activities.

4 STAFF RESOURCES

Please provide the following personnel statistics⁸ for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹
Permanent staff ¹⁰						
Other staff ¹¹						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

⁸ if this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

⁹ corresponding to the relevant specialisms identified in point 5 below

¹⁰ staff directly employed by the Tenderer on a permanent basis (ie, under indefinite contracts)

¹¹ other staff not directly employed by the Tenderer on a permanent basis (ie, under fixed-term contracts)

5 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the **relevant specialisms related to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. **[Maximum 10 specialisms]**

	Leader	Member 2	Member 3	Etc ... ⁶
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹²				

¹² add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted)

6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3** years by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ²⁶	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

²⁶ Amounts actually paid, without the effect of inflation.

7 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. (For consortia, the declaration of the Leader must be a signed original but those of other members may be copies).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot no [...]: *[description of supplies with indication of quantities and origin]*

Lot no [...]: *[description of supplies with indication of quantities and origin]*

3 The price of our tender **excluding** spareparts and consumables, if applicable *[excluding the discounts described under point 4]* is:

Lot No 1: [.....]

Lot No 2: [.....]

4 We will grant a discount of [%], or [.....] *[in the event of our being awarded Lot No... and Lot No... ..]*.

5 This tender is valid for a period of 90 days from the final date for submission of tenders.

6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 12 of the Procurement Notice.

7 Our firm/company *[and our subcontractors]* has/have the following nationality:

<.....>

8 We are making this tender in our own right **[as member in the consortium]** led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].

9 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. The date on the evidence or documents provided will be no earlier than 1 year

before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide.

We confirm that we are in possession of a valid EU, or NATO, or national Facility Security Clearance (FSC), at least on classification level of "Confidential", FSCs being issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.

We confirm that our personnel intended to work on the sites of BiH beneficiary institutions (as listed in Lot 1) has a valid EU, or NATO, or national Personnel Security Clearance (PSC), at least on classification level "Confidential", PSCs being issued by the relevant national (or designated) security authority of country where the tendering company is registered to do business.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10 We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the European Communities.
- 12 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13 We fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.5 of the Practical Guide to contract procedures for EC external actions. Furthermore, we acknowledge that, should we provide any inaccurate or incomplete information deliberately in this tender, we shall also be subject to financial penalties representing 10% of the total value of the contract being awarded. This rate may be increased to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14 We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
- 15 We fully recognise and accept that sub-contracting for Lot 1 (for instance: installations, connecting, replacement of windows, etc.) is not allowed unless authorized in advance by the EC Delegation to BiH and provided that the given sub-contractor also fulfils security requirements as defined in selection criteria 2.b) and 2.c), point 20.2. of the Instruction to Tenderers and is not in any of the exclusion situations listed 2.3.3. of the Practical Guide.
- 16 We fully recognise and accept that for Lot 1 we must provide manufacturer's and international (original or notarized) certificates of conformity for the security systems/devices, upon delivery/installation of items.

If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (ie, those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

Financial data	Year before last	Last year	This year	Next year
	€	€	€	€
Annual turnover ² , excluding this contract				
Cash and cash equivalents ³ at beginning of year				
Net cash from / (used in) operating, investing & financing activities ⁴ excluding future contracts				
Net forecast cash from/ (used in) future contracts, excluding this contract				
Cash and cash equivalents ³ at end of year (ie, the sum of the above three rows)				

² The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

³ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁴ Operating activities are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. Investing activities are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. Financing activities are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing or investing activities.

The following table contains our personnel statistics as included in the consortium's tender form:

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract ⁵	Overall	Total for fields related to this contract ⁵	Overall	Total for fields related to this contract ⁵
Permanent staff ⁶						
Other staff ⁷						

⁵ corresponding to the relevant specialisms identified in point 5

⁶ staff directly employed by the Tenderer on a permanent basis (ie, under indefinite contracts)

⁷ other staff not directly employed by the Tenderer on a permanent basis (ie, under fixed-term contracts)

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

TENDER GUARANTEE FORM

Specimen tender guarantee

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of <Address of the Contracting Authority> referred to below as the “Contracting Authority”

<Date>

Title of contract: Support to the National Security Authority of Bosnia and Herzegovina –
Equipment supply (re-tendering)

Identification number: EuropeAid/126864/C/SUP/BA (Tender No. EC/BiH/08/055)

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the Procurement Notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]¹⁵.

The law applicable to this guarantee shall be that of <country of the Contracting Authority/ country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <name of the country of the Contracting Authority>.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: Position:

Signature:

Date:

¹⁵ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
VAT NUMBER	<input type="text"/>

BANK

NAME	<input type="text"/>		
	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
TOWN/CITY	<input type="text"/>		
POSTCODE	<input type="text"/>	COUNTRY	<input type="text"/>
BANK ACCOUNT*	<input type="text"/>		
IBAN (optional)	<input type="text"/>		

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE

(Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER :

(Obligatory)

*Please note that bank account indicated on the form HAS TO BE either euro or multi currency bank account.

LEGAL ENTITIES	
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[illegible]

NGO YES ☐ NO ☐ (Non Governmental Organisation)

[illegible][illegible][illegible][illegible]

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[illegible][illegible][illegible][illegible]

--	--	--	--

Y	Y	Y	Y

[illegible][illegible][illegible][illegible][illegible]

***This “legal entity” form should be filled in and returned together with: * a copy of any official document (e.g. official gazette, official journal, trade register, ...) showing the contractor’s name, the address of the head office and the registration number given to it by the national authorities;
* copy of the VAT registration document where applicable if the VAT number does not appear on one of the official documents referred to above.***

PUBLIC ENTITIES

[illegible]

(Non Governmental Organisation)

[illegible][illegible][illegible][illegible]

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[illegible][illegible][illegible][illegible]




 D D M M Y Y Y Y

Y Y Y Y

[illegible][illegible][illegible][illegible][illegible]

** or, failing that, any other official document attesting to the establishment of the entity*