

<LETTER OF INVITATION TO TENDER>

[*Letterhead of Contracting Authority*]

25 June 2004, ANKARA

< Name and address of potential tenderer >

Our ref.: **EuropeAid/116319/D/S/TR**

Dear Mr/Ms <Name of contact>

**SUBJECT: INVITATION TO TENDER FOR “SUPPORT TO THE
ENHANCEMENT OF SAFETY OF MARITIME TRANSPORT”**

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:

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For full information about procurement procedures please consult the Practical Guide to contract procedures financed by the general budget of the European Communities in the context of external actions, which can be downloaded from the following web page: http://europa.eu.int/comm/europeaid/tender/index_en.htm.

Any request for clarification must be received by the Contracting Authority in writing at least 21 days before the deadline for submission of tenders. The Contracting Authority will reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, such information will be published on the following web site http://europa.eu.int/comm/europeaid/tender/index_en.htm

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender and the accompanying tender guarantee which is 2% of the total offered value at the address specified in the Instructions to Tenderers before **14 September 2004**, at **17:00 hrs** (local). If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely

Nuri Ercan TORTOP

PAO-CFCU Director

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/116319/D/S/TR

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 will result in the immediate rejection of the tender without further evaluation.

A glossary of the terms used here is included in Part C of this tender dossier.

1 Supplies to be provided

1.1 The subject of the contract is the delivery, installation, putting into operation, training and warranty service, by the Contractor of the following goods:

Marine Electronic Equipment, Safety Equipment and Wear (Surveyors), Safety Equipment and Wear (Fire Fighting), Digital Measurement Devices, Clean Air Compressors, Computer Software (Marine), Computer Hardware and Software, Office Equipment, Motor Vehicles and Cargo Handling Simulators in ten (10) lots.

Item N°	Description	Quantity
Lot 1	Marine Electronic Equipment	
1.1	EPIRB Testing Device	20
1.2	GMDSS SART Testing Device	20
1.3	Screening Device for Testing Equipment	20
1.4	VHF Marine Radio	175
Lot 2	Safety Equipment and Wear (Surveyors)	
2.1	Coverall	450
2.2	Sweat Band	1600
2.3	Gloves	200
2.4	Safety Goggles	200
2.5	Safety Helmet	250
2.6	Dust mask	1600
2.7	Backpack	200
2.8	Surveyors Hammer	200
2.9	Work Shoes	200
2.10	Pocket Flashlight	200
2.11	Security Flashlight	100
Lot 3	Safety Equipment and Wear (Fire Fighting)	
3.1	Breathing Apparatus	25
3.2	Storage Unit For Breathing Apparatus	3
3.3	Fireman's Outfit (Aluminise)	22

Item N°	Description	Quantity
3.4	Fireman's Outfit (Nomex)	13
3.5	Fireman's Boots	35
3.6	Fireman's Gloves	35
3.7	Fireman's Helmets	35
3.8	Axe	35
3.9	Fire Safety Torch	35
3.10	Safety Belt	35
3.11	Storage Unit For Fire Fighting Equipment	3
3.12	Life Line	35
3.13	Dual Purpose Type Nozzles	4
3.14	Portable Foam Applicator	2
3.15	Foam Mixer/Proportioner	2
3.16	Immersion Suit	6
3.17	Fire Hose (4" diam. 20 m long delivery hose)	4
3.18	Fire Hose (3" diam. 20 m long delivery hose)	4
Lot 4	Digital Measurement Devices	
4.1	Digital Thermometer	20
4.2	Ultrasonic Metal Thickness Gauge	20
4.3	Portable Multigas Measuring Device	24
Lot 5	Clean Air Compressors	
5.1	Clean Air Compressor	2
Lot 6	Computer Software (Marine)	
6.1	Ship Stability Software	1
6.2	Maritime Rules and Regulations Software	4
Lot 7	Computer Hardware and Software	
7.1	Desktop Computer	103
7.2	Laptop Computer	37
7.3	Laser Printer	39
7.4	Portable Ink-jet Printer	33
7.5	Digital Camera	33
7.6	Computer Server	1
7.7	Firewall	1
Lot 8	Office Equipment	
8.1	Technical Drawing Table	20
8.2	Map measurement and drawing stationary apparatus	20 sets
8.3	Locker	165
8.4	Stapler	2
8.5	Photocopying Machine	1
Lot 9	Motor Vehicles	
9.1	Automobile	20
Lot 10	Cargo Handling Simulators	
10.1	Cargo handling simulator, ITU	1
10.2	Cargo handling simulator, DEU	1

Supplies in ten (10) lot(s) of Marine Electronic Equipment, Safety Equipment and Wear (Surveyors), Safety Equipment and Wear (Fire Fighting), Digital Measurement

Devices, Clean Air Compressors, Computer Software (Marine), Computer Hardware and Software, Office Equipment, Motor Vehicles and Cargo Handling Simulators shall be delivered DDP (Delivered Duty Paid) in given quantities at the following addresses;

- **UMA Headquarter**

G. M. K. 128, Maltepe- Ankara

- **İstanbul Teknik Üniversitesi (ITU)**

- Denizcilik Fakültesi**

A Blok Manastır Yolu Üzeri 34940, Tuzla-İstanbul

- **Dokuz Eylül Üniversitesi (DEU)**

Deniz İşletmeciliği ve Yönetimi Yüksek Okulu, Kaynaklar Yerleşkesi 35160, Buca-İzmir

as described in Section 1.6 of Annex II-Technical Specifications delivery, installation and putting into operation shall be completed within 60 calendar days for all lots except for lot-10 and within 120 calendar days for lot-10.

The periods for the execution of the project shall be followed **consequently** and is summarised in the following table:

Lot No	Delivery Period ¹	Training	Provisional Acceptance Period ²
	(calendar days)	(calendar days)	(calendar days)
1	60	N/A	30
2	60	N/A	30
3	60	N/A	30
4	60	N/A	30
5	60	N/A	30
6	60	30 ³	30
7	60	60 ⁴	30
8	60	1 ⁵	30
9	60	N/A	30
10	120	60	30

¹ **Installation and putting into operation** where applicable shall be completed within the delivery period for all lots

² **Inspection and Testing** shall be completed within the provisional acceptance period for all lots

³ In **Lot 6** training is required only for item 6.1 Ship Stability Software

⁴ In **Lot 7** training is required only for items 7.6 Computer Server and 7.7 Firewall

⁵ In **Lot 8** training is required only for item 8.5 Photocopying Machine

- 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 The supplies described under all the lots must be accompanied by a list of spare parts and/or of consumables necessary for the use of the equipment in the warranty period for information purposes only. Neither the unit price nor the overall price of the spare parts will figure in the evaluation of the tender.
- 1.4 Tenderers are not authorised to tender for a variant in addition to the present tender.
- 1.5 The beneficiary of this contract is Undersecretariat for Maritime Affairs under Prime Ministry.

2 *Timetable*

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Authority	10 August 2004	-
Clarification meeting	N/A	-
Last date on which clarifications are issued by the Contracting Authority	24 August 2004	-
Deadline for submission of tenders	14 September 2004	17:00 Hrs.
Tender opening session	15 September 2004	10:00 Hrs.
Notification of award to the successful tenderer**	13 October 2004	-
Signature of the contract**	20 October 2004	-

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

** Provisional date

3. *Participation*

- 3.1. Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, EU Candidate Countries and the beneficiary countries of MEDA and CARDS programmes, including Turkey. Unless otherwise provided in the Special Conditions, all works, supplies and services must originate in one or more of these countries.
- 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. Tenderers must provide evidence of their status.

- 3.3. These rules apply to:
- a) tenderers
 - b) members of a consortium
 - c) any subcontractors (Note: In this tender sub-contracting is not allowed).
- 3.4 Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures financed by the general budget of the European Communities in the context of external actions are excluded from participation in and the award of contracts. Otherwise they risk exclusion from contracts and grants in accordance with section 2.3.4 of the Practical Guide. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
- 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.

4. Origin

- 4.1 Unless otherwise provided in the Special Conditions, supplies must originate in a Member State of the European Union, EU Candidate Countries and countries beneficiary of MEDA and CARDS programmes, including Turkey. The origin of the goods must be determined according to the Community Customs Code.
- 4.2. When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

5. Type of contract

Unit-price with itemised expenditure

6. Currency

Tenders must be presented in **Euro**.

7. Lots

- 7.1 The tenderer may submit a tender for one, more than one or all of the 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 Not applicable

7.5 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.

8.3. The successful tenderer will be bound by his tender for a further period of 60 days following receipt of the notification that he has been selected.

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 English.

9.2. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate 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 the letter of invitation to tender. They must include the Tender submission form in part D of this tender dossier and be sent to the following address:

**Secretariat General For the EU Affairs
Central Finance and Contracts Unit
Mr. Nuri Ercan TORTOP
Ehlibeyt Mahallesi 6.Sokak No.16/8
Ekşioğlu İşmerkezi 06520
Balgat/Ankara - TURKEY**

Tenders must comply with the following conditions:

10.2. All tenders must be submitted in one original, marked "original", and 5 copies signed in the same way as the original and marked "copy". The front pages of the Technical Specifications, and General Conditions and all pages of Special Conditions, Financial Offer of the tender must be initialled by tenderers.

10.3. All tenders must be received at CFCU, Ankara -Turkey, before the deadline date and time, **14 September 2004, 17.00** hrs (local), by registered letter with acknowledgement of receipt or hand-delivered against receipt.

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/116319/D/S/TR);
- c) 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 “**ihale saatinden önce açılmaz**” (Turkish)
- e) the name of the tenderer.

The financial bid must be placed in a sealed envelope with the technical bid for each lot. The envelopes 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:

11.1. A technical bid consisting of:

- a) a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required;
- b) a list of manufacturer’s recommended spare parts and consumables for all lots in consistency with clause 1.3 of Instruction to Tenderers.
- c) not applicable
- d) a proposal for the training of personnel in the operation defined by lot 6 (in lot-6 training is only required for item 6.1 Ship Stability Software), lot 7 (in lot-7 training is only required for items 7.6 Computer Server and 7.7 Firewall), lot 8 (in lot-8 training is only required for item 8.5 Photocopying Machine) and lot 10 including a methodology of the training.
- e) not applicable

11.2 A financial bid calculated on a basis of DDP⁶ for the supplies tendered, including if applicable:

- a) the costs of delivery, putting into operation and/or installation
- b) unit price of spare parts as indicated in Article 1.3 and 11.1-b) and to be quoted on a separate table for information purposes only (see Annex III-B)
- c) not applicable
- d) A training proposal for lot 6 (in lot-6 training is only required for item 6.1 Ship Stability Software), lot 7 (in lot-7 training is only required for items 7.6 Computer Server and 7.7 Firewall), lot 8 (in lot-8 training is only required for item 8.5 Photocopying Machine) and lot 10 as required in Annex II-Technical Specifications. (It must be consistent with the proposal given by 11.1.d)

⁶ DDP (delivered duty paid)

- e) not applicable
- 11.3 The details of the bank account into which payments should be made in the format annexed in the Tender Dossier (Financial Identification)
- 11.4 A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin) as requested in article 4.
- 11.5 Duly authorised signature (Power of attorney of the person or circular of signatures who is authorised to sign the contract)
- 11.6 A description of the commercial warranty tendered as required in the technical specifications.
- 11.7 The tender guarantee, for a fixed amount (2% of the offered value for each lot) as indicated in the supply procurement notice and in article 22 of these instructions must be provided according to the model annexed to the tender dossier.
- 11.8 Not applicable.
- 11.9 An electronic version of the financial offer in the template format is required.
- 11.10 A description of the firm's qualifications; (**Not Applicable**)
- 11.11 A statement to the effect that they are not in any of the situations listed in section 2.3.3 of the Practical Guide to contracts procedures financed by the general budget of the European Communities in the context of external actions
- 11.12 a) Duly completed Tender Form for a Supply Contract.
 - b) Document evidencing Tenderer's status/nationality as required in Article 3.2.(e.g. a copy of Commercial Register)
 - c) All pages of the Financial Offer and of the Special Conditions and the front pages of Technical Specifications and General Conditions must be initialled and included in the bid.

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 performance of the contract and to have included all costs in their rates and prices.
- 12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Contracting Authority, 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/or sale;
 - b) for supplies to be imported into the country of the Contracting Authority, 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 candidates invited to tender 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 will be published on the following web site http://europa.eu.int/comm/europeaid/tender/index_en.htm.

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 “**EuropeAid/116319/D/S/TR**” and the contract title “**Support to the Enhancement of Safety of Maritime Transport**”

Contact name: Mr. Nuri Ercan TORTOP, CFCU Director and PAO
Address: Ehibeyt Mah. 6. Sok. No: 16/8 Ekşioğlu İş. Mrk.
06520 Balgat, Ankara - Turkey
Fax: +90.312 4723744
E-mail: ercan.tortop@cfcu.gov.tr

Any clarification of the tender dossier will be published on the following web-site http://europa.eu.int/comm/europeaid/tender/index_en.htm 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, the European Commission and/or beneficiary during the tender period may be excluded from the tender procedure.

14. Clarification meeting

No clarification meeting/site visit planned

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 within the 30 days following the award of the contract. 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 documents have been properly signed and whether the tenders are generally in order.
- 19.2. The tenders will be opened in public session on **15 September 2004**, at **10:00** Hrs. local at Ehlibeýt Mahallesi 6.Sokak No:16/8 Ekşiođlu İş Merkezi 06520 Balgat Ankara - Turkey 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 must 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.
- 19.5. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for

clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

- 19.6. 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.
- 19.7. 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 may be returned to the tenderers on request. 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 technically 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.

Where contracts include training, the technical quality of such services may also be evaluated.

- 20.3. To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices. The request for clarification and the response must be in writing only, 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. 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

Not applicable

20.6. Award criteria

For supply contract without a service component 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 financed from the general budget of the EC in the context of external actions.

21.2. This evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

21.3. If the successful tenderer fails to provide this documentary proof or statement 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 another tenderer or cancel the tender procedure.

21.4. 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.

21.5. 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

- 21.6. 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 30 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 **2% of tender price for each individual Lot** presented in the form specified in the annex to the tender dossier. It must remain valid for 90 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected shall be released not later than 60 days after the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

Tender guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority. The company issuing the guarantee must satisfy the eligibility criteria applicable for the award of the contract. The tender guarantee must be submitted in original. If guarantee is not issued in English its translation into English should be attached to the Tender.

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 particular link with other tenderers or parties involved in the project. Should such a situation arise during performance 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 execution 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 execution 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 outer envelope of any tender has been opened, 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 performance 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 circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, 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.

***B. DRAFT CONTRACT AND SPECIAL
CONDITIONS, INCLUDING ANNEXES***

DRAFT CONTRACT

Central Finance and Contracts Unit within Secretary General of EU Affairs with its office at Ehlibeyt Mahallesi 6.Sokak No:16/8 Ekşiođlu İş Merkezi 06520 Balgat Ankara - Turkey represented for its part by Mr. N. Ercan TORTOP, CFCU Director - PAO ("The Contracting Authority"),

of the one part,

and

<Name of Contractor> (acronym) ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE: "SUPPORT TO THE ENHANCEMENT OF SAFETY OF MARITIME TRANSPORT"

Identification number: EuropeAid/116319/D/S/TR

Article 1 Subject

1.1 The subject of the contract shall be the delivery, installation, putting into operation, training and warranty service of the supplies by the contractor in ten (10) lot(s) of Marine Electronic Equipment, Safety Equipment and Wear (Surveyors), Safety Equipment and Wear (Fire Fighting), Digital Measurement Devices, Clean Air Compressors, Computer Software (Marine), Computer Hardware and Software, Office Equipment, Motor Vehicles and Cargo Handling Simulators shall be delivered DDP (Delivered Duty Paid) in given quantities at the following addresses;

- **UMA Headquarter**

G. M. K. 128, Maltepe- Ankara

- **İstanbul Teknik Üniversitesi (ITU)**

Denizcilik Fakültesi

A Blok Manastır Yolu Üzeri 34940, Tuzla-İstanbul

- **Dokuz Eylül Üniversitesi (DEU)**

Deniz İşletmeciliđi ve Yönetimi Yüksek Okulu

Kaynaklar Yerleşkesi 35160, Buca-İzmir

as described in Section 1.6 of Annex II-Technical Specifications; delivery, installation and putting into operation shall be completed within 60 calendar days for all lots except for lot-10 and within 120 calendar days for lot-10, from contract signature by both parties.

Item N°	Description	Quantity
Lot 1	Marine Electronic Equipment	
1.1	EPIRB Testing Device	20
1.2	GMDSS SART Testing Device	20
1.3	Screening Device for Testing Equipment	20
1.4	VHF Marine Radio	175
Lot 2	Safety Equipment and Wear (Surveyors)	
2.1	Coverall	450
2.2	Sweat Band	1600
2.3	Gloves	200
2.4	Safety Goggles	200
2.5	Safety Helmet	250
2.6	Dust mask	1600
2.7	Backpack	200
2.8	Surveyors Hammer	200
2.9	Work Shoes	200
2.10	Pocket Flashlight	200
2.11	Security Flashlight	100
Lot 3	Safety Equipment and Wear (Fire Fighting)	
3.1	Breathing Apparatus	25
3.2	Storage Unit For Breathing Apparatus	3
3.3	Fireman's Outfit (Aluminise)	22
3.4	Fireman's Outfit (Nomex)	13
3.5	Fireman's Boots	35
3.6	Fireman's Gloves	35
3.7	Fireman's Helmets	35
3.8	Axe	35
3.9	Fire Safety Torch	35
3.10	Safety Belt	35
3.11	Storage Unit For Fire Fighting Equipment	3
3.12	Life Line	35
3.13	Dual Purpose Type Nozzles	4
3.14	Portable Foam Applicator	2
3.15	Foam Mixer/Proportioner	2
3.16	Immersion Suit	6
3.17	Fire Hose (4" diam. 20 m long delivery hose)	4
3.18	Fire Hose (3" diam. 20 m long delivery hose)	4
Lot 4	Digital Measurement Devices	
4.1	Digital Thermometer	20
4.2	Ultrasonic Metal Thickness Gauge	20
4.3	Portable Multigas Measuring Device	24
Lot 5	Clean Air Compressors	
5.1	Clean Air Compressor	2
Lot 6	Computer Software (Marine)	
6.1	Ship Stability Software	1
6.2	Maritime Rules and Regulations Software	4

Item N°	Description	Quantity
Lot 7	Computer Hardware and Software	
7.1	Desktop Computer	103
7.2	Laptop Computer	37
7.3	Laser Printer	39
7.4	Portable Ink-jet Printer	33
7.5	Digital Camera	33
7.6	Computer Server	1
7.7	Firewall	1
Lot 8	Office Equipment	
8.1	Technical Drawing Table	20
8.2	Map measurement and drawing stationary apparatus	20 sets
8.3	Locker	165
8.4	Stapler	2
8.5	Photocopying Machine	1
Lot 9	Motor Vehicles	
9.1	Automobile	20
Lot 10	Cargo Handling Simulators	
10.1	Cargo handling simulator, ITU	1
10.2	Cargo handling simulator, DEU	1

The periods for the execution of the project shall be followed **consequently** and is summarised in the following table:

Lot No	Delivery Period ⁷	Training	Provisional Acceptance Period ⁸
	(calendar days)	(calendar days)	(calendar days)
1	60	N/A	30
2	60	N/A	30
3	60	N/A	30
4	60	N/A	30
5	60	N/A	30
6	60	30 ⁹	30
7	60	60 ¹⁰	30
8	60	1 ¹¹	30
9	60	N/A	30
10	120	60	30

⁷ **Installation and putting into operation** where applicable shall be completed within the delivery period for all lots

⁸ **Inspection and Testing** shall be completed within the provisional acceptance period for all lots

⁹ In **Lot 6** training is required only for item 6.1 Ship Stability Software

¹⁰ In **Lot 7** training is required only for items 7.6 Computer Server and 7.7 Firewall

¹¹ In **Lot 8** training is required only for item 8.5 Photocopying Machine

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

1.3 N/A

1.4 The place of acceptance of the supplies shall be the above mentioned three delivery sites. UMA Headquarter, ITU - Istanbul Teknik Üniversitesi and DEU - Dokuz Eylül Üniversitesi; the time limits for delivery shall be 60 calendar days (except for Lot 10, which is 120 calendar days) from the contract signature by both parties and the Incoterm¹² applicable shall be DDP.¹³

Article 2 Origin

The supplies must originate in the European Community, EU Candidate Countries or a country that is a beneficiary of the MEDA or CARDS programme, including Turkey. 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 III). The total contract price shall be.....**EURO**.

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).

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, including the technical annex (Annex II: Technical specifications - Part 1);
- the Contractor's tender, including annexes (Annex II: Technical specifications - Part 2);
- the budget breakdown (Annex III);
- the General Conditions (Annex I);
- Model performance guarantee (Annex IV);
- Pre-financing guarantee form (Annex V);
- Tax and Customs Revisions (Annex VI);
- other provisions of the tender dossier.

¹² Incoterms 2000 published by the International Chamber of Commerce

¹³ DDP/DDU - Incoterms 2000 International Chamber of Commerce

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 5 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 according to article 4 of the Special Conditions.

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

For the Contractor

Name:

Position:

Signature:

Date:

For the Contracting Authority

Name:

Position:

Signature:

Date:

Endorsed for financing by the European Community

Name:

Position:

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.

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Article 2 Law applicable

- 2.1 Turkish law shall apply in all matters not covered by the provisions of the contract.
- 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 to the following addresses:

For the Contracting Authority:

Name:	Nuri Ercan TORTOP	("the Project Manager")
Address:	Ehlibeyt Mahallesi 6.Sokak No: 16/8 Ekşioğlu İş Merkezi 06520 Balgat ANKARA	
Telephone:	+90 312 472 3700	
Fax:	+90 312 472 3744	
e-mail:	ercan.tortop@cfcu.gov.tr	

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	
e-mail:	

For the Beneficiary:

Name:	Cem Orkun KIRAÇ, Senior Programme Officer
Address:	Undersecretariat for Maritime Affairs, G. M. K. 128 Maltepe, Ankara
Telephone:	+90.312 231 4553
Fax:	+90.312 231 9259
e-mail:	cemorkunkirac@denizcilik.gov.tr

Article 7 Supply of documents

The documents to be supplied shall be delivered according to the definitions for each item in the Technical Specifications.

Article 8 Assistance with Local Regulations

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the VAT exemption and the Customs procedures. The Recipient will use its best endeavors to facilitate customs procedures and the freedom from clearance and taxes of luggage and experts equipment in accordance with Annex VI – Customs and Tax Provisions.

Article 9 The Contractor's obligations

Without prejudice to Article 9 of the General Conditions, the Contractor is obliged to perform the obligations specified by the visibility rules which are available from the following internet addresses:

<http://www.deltur.cec.eu.int/english/e-mali-ext.html> or
http://europa.eu.int/comm/europeaid/visibility/index_en.htm

Article 10 Origin

No derogation from the rule of origin is granted.

Article 11 Performance guarantee

The amount of the performance guarantee shall be **10%** of the contract price and shall be released by the Contracting Authority upon the final acceptance. It must be presented as in Annex IV of this contract.

Article 12 Insurance

All insurance costs including transportation will be born by the contractor until the provisional acceptance without prejudice to Article 29.7 of the General Conditions after the provisional acceptance.

Undersecretariat for Maritime Affairs shall be responsible for the provision of the storage places and the proper storage of the equipment.

Article 13 Performance programme (timetable)

For all the lots the following performance programme shall be applied:

1. The supplies must be delivered, installed and put into operation (where applicable), ready for acceptance at the address of the installation specified in point 1.6 of the Technical Specifications free of all taxes and duties applicable to their importation and manufacture/sales including VAT from which they are exempt.
2. The delivery of supplies must be completed within **60** calendar days (except for Lot 10 which is 120 calendar days) starting from the date of signing the Contract by both parties. The Tenderers must state their best delivery schedule in their bid.
3. The contractor shall be responsible for the installation and putting into operation of the supplies, where applicable, within the delivery period, at the locations specified in point 1.6 of the Technical Specifications.
5. Training shall be completed within 30 calendar days for lot-6 (in lot-6 training is only required for item 6.1 Ship Stability Software), within 60 calendar days for lot-7 (in lot-7 training is only required for items 7.6 Computer Server and 7.7 Firewall), within 1

calendar day for lot-8 (in lot-8 training is only required for item 8.5 Photocopying Machine) and within 60 calendar days for lot-10.in accordance with the requirements specified in the Technical Specifications. For the lots 1, 2, 3, 4, 5, and 9 no training is foreseen

6. Inspection and testing shall be completed within the provisional acceptance period after the tendered supplies have been physically delivered; installation and putting into operation where applicable have been completed and the end-users have been trained where applicable.
7. For all the lots provisional acceptance shall be completed within **30** calendar days, after the delivery period and training activities where applicable have been completed.
8. Final acceptance shall take place upon expiration of the Warranty period for all of the contracted items, lot by lot, and shall be pronounced upon the condition that the supplies provided are found in full working order and are compliant with the tender specifications.

Article 14 Contractor's drawings

Not applicable.

Article 15 Tender prices

Without prejudice to Article 15 of the General Conditions, the goods to be supplied, as itemised and the overall prices, calculated on the basis of DDP shall include the full cost of delivery of the goods to the place of destination, packing, insurance, transportation, the full cost of clearance formalities, storage, unpacking, installation, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, dismantle or removal of temporary structures and materials no longer required for use in connection with the performance of the contract, any copy rights, or patent rights or license, warranty and training and training materials, if any, and manuals, fees, allowances, all kind of social charges, etc. of the staff and/or expert hired and assigned to service to be provided under this contract and any expenditure that such staff and/or expert will incur for execution of their activities during the operation, and excluding taxes and customs duties as stipulated in Annex VI – Customs and Tax provisions.

Article 16 Tax and Customs arrangements

Without prejudice to Article 16 of the General Conditions, the provisions on exemption and/or exceptions as laid down in Annex VI – Customs and Tax provisions from the national tax legislation shall also apply.

Article 17 Patents and licences

In addition to the provision of this article in the General 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, licenses, drawings, models or branded trade marks. Tenderers are informed that all software included pre installed, must be accompanied by the License agreement Number, original manuals and optionally their Turkish versions. The relevant costs must be included in the prices.

Article 18 Commencement order

18.1 The performance of the contract shall start on the day of the signature of the contract by both parties.

Article 19 Period of Execution

The execution period for **delivery** is 60 calendar days for lots-1, 2, 3, 4, 5, 6, 7, 8 and 9; 120 calendar days for lot 10 from the date of the signature of the contract by both parties.

Installation and putting into operation, where applicable, shall be completed within the delivery period for all lots.

Training activities shall be carried out within 30 calendar days for lot-6 (in lot-6 training is only required for item 6.1 Ship Stability Software), within 60 calendar days for lot-7 (in lot-7 training is only required for items 7.6 Computer Server and 7.7 Firewall), within 1 calendar day for lot-8 (in lot-8 training is only required for item 8.5 Photocopying Machine) and within 60 days for lot-10.in accordance with the requirements specified in the Technical Specifications. For the lots 1, 2, 3, 4, 5, and 9 no training is foreseen.

Inspection and testing shall be completed within the relevant provisional acceptance period for all lots after the supplies have been delivered, installation and putting into operation where applicable have been completed and training activities where applicable have been carried out.

Provisional acceptance shall be completed for all lots within 30 calendar days.

Article 22 Variations

The Contracting Authority reserves the right, at the time of contracting, to vary the quantities of the equipment to be delivered in the following way:

Lot/Item No	Description	Original Quantities	Increase	Decrease
1.1	EPIRB Testing Device	20	0	3
1.2	GMDSS SART Testing Device	20	0	3
1.3	Screening Device for Testing Equipment	20	0	3
1.4	VHF Marine Radio	175	5	15
Lot 2	Safety Equipment and Wear (Surveyors)	varies	5%	25%
Lot 3	Safety Equipment and Wear (Fire Fighting)	varies	5%	25%
Lot 4	Digital Measurement Devices	varies	5%	25%
6.2	Maritime Rules and Regulations Software	4	0	1
7.1	Desktop Computer	103	5	15
7.2	Laptop Computer	37	3	7
7.3	Laser Printer	39	3	9
7.4	Portable Ink-jet Printer	33	3	5
7.5	Digital Camera	33	3	5
8.1	Technical Drawing Table	20	0	3
8.2	Map measurement and drawing stationary apparatus	20 sets	0	5 sets
8.3	Locker	165	5	40
Lot 9	Automobile	20	3	3

* If quantities are less than 4 neither Increase nor decrease takes place.

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 price used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

In addition to the provision of this Article in the General Conditions, the supplies purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

Article 25 Inspection and testing

Inspection and full functioning tests shall be completed within the relevant provisional acceptance period.

The inspection and testing for relevant lots will take place at the locations where their installations would have been made, upon the completion of the delivery, installation and putting into operation and training of all the equipment for relevant lots.

During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified.

Article 26 Methods of payment

26.1 For Foreign Contractors payments shall be made in Euro.

For Domestic Contractors payments shall be made in TL as an equivalent to the EUR value of the contract, calculated at the exchange rate of the bank from which payments are made at the date of the contract signing.

Payments shall be authorised and made by the **Central Finance and Contracts Unit**, Ehlíbeyt Mahallesi, 6.Sokak, No: 16/8, Ekşiođlu İş Merkezi, Balgat, Ankara - Turkey.

The Contractor must inform the Commission of the European Communities – Finance Section at Uđur Mumcu Caddesi No: 88 Kat: 4, Gaziosmanpaşa, Ankara - Turkey, of request for payment/invoices by sending a copy of the correspondence.

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, a photocopy of the contract and of the performance guarantee, and the pre-financing guarantee. The pre-financing guarantee shall be in the format given in annex V.
- b)** For the 30% instalment, the invoice(s) in triplicate. The pre-financing guarantee shall be released within 60 days after provisional acceptance.
- c)** For the balance of 10%, the invoice(s) in triplicate and, the original of the guarantee.

26.9 Price revision

The price referred to in Article 3.1 of the contract 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.

Article 29 Delivery

29.1 Without prejudice to Article 29.7 of the General Conditions, 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.

Supplies to be provided for lot(s) 1, 2, 3, 4, 5, 6, 7, 8 and 9 shall be delivered DDP (Delivered Duty Paid), according to clause 1.6.1 in the Technical Specifications, within 60 calendar days; for lot 10 within 120 calendar days from the contract signature.

29.3 The packaging shall remain the property of the contractor subject to respect for the environment.

29.5/6 The supply shall include all necessary documents as specified in the technical specifications such as operating and maintenance manuals, drawings, material certificates, conformity certificates, test certificates, certificates of origin, planning, packing lists, and others as necessary.

All packages must be marked as follows:

- Publication reference : EuropeAid/116319/D/S/TR
- Supply Contract : Support to the Enhancement of Safety of Maritime Transport
- Lot number :
- Case number :
- Net weight :
- Gross weight :
- Delivery address :

Article 31 Provisional acceptance

Without prejudice to Article 31 of the General Conditions, Article-25 of the Special Conditions and the Technical Specifications, Provisional acceptance period is 30 calendar days for all the lots and according to the accomplishments of the stages defined in the Article 19 (Period of Execution) the director of Contracting Authority delivers the provisional acceptance.

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 a period as specified in the Technical Specifications for each item after provisional acceptance.

The Contractor shall prepare a proposal for warranty service during the warranty period after provisional acceptance until final acceptance. The tenderer must include in his proposal a detailed description of how he proposes warranty services during the warranty service period. Such service shall include any intervention and make available necessary spare parts and consumables. Warranty service periods must adhere to requirements in the Article 1.4 of Annex II Technical Specifications

Article 33 After-sales service

Not applicable

Article 35 Breach of contract

35.3 a) Any general damages arising within this contract will be settled according to procedures described in Article 40 and 41 of the Special Conditions.

b) In case where one Party terminates the contract due to a breach by the other Party, injured Party is entitled to the liquidated damages in amount of 10% of the total value of the contract. This not precludes the rights of injured Party to additional general damages.

Article 40 Amicable settlement of disputes

40.1 Provisions laid down in the General Conditions apply, however a party shall respond to a request for amicable settlement within 10 days of such request and the maximum period laid down for reaching such settlement shall be 30 days from commencement of the procedure.

40.2 The conciliation procedure does not apply.

If the amicable dispute settlement procedure fails, the Parties may agree to try conciliation through the European Commission. In this case, the most diligent party shall by registered mail solicit from the EC Representation to Turkey to set up a conciliation meeting. Both parties will be invited by the EC Representation by normal mail to attend to the conciliation meeting taking place no later than 21 days after the solicitation was received.

The maximum period laid down for reaching such a settlement shall be 60 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 request for settlement, either Party shall be free to proceed to the next stage of the dispute settlement procedure by notifying the other.

Article 41 Dispute settlement by litigation

a) Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to **Ankara Courts** in accordance with the national law of the Contracting Authority.

ANNEX I: GENERAL CONDITIONS

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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 with the Technical Annex;
 - c) the Contractor's tender, including annexes;
 - d) the financial bid (Annex III);
 - e) the General Conditions (Annex I);

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 there under, 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 performance 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.
- 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 performance 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 performance 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 perform 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 performance 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 in the state of the Contracting Authority 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.
- 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.
- 9.10** 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 one of the beneficiary countries 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 respective 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, within 30 days of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 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 IV 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. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or insurance and/or bonding company in accordance with the eligibility criteria applicable for the award of the contract.
- 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 performance 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 guarantor 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 30 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 Performance programme

- 13.1** If the Special Conditions so require, the Contractor shall submit a programme of performance 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 performance 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 performance, 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 performance 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 performance 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 performance, 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 fails 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 performance 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) performance 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 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 EXECUTION AND DELAYS

Article 18 Commencement order

- 18.1** The Contracting Authority shall fix the date on which performance 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, performance 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 perform 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 execution of tasks

- 19.1** The period of execution 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 performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

Article 20 Extension of period of execution

- 20.1** The Contractor may request an extension to the period of execution if his performance 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 performance 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 performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Article 21 Delays in execution

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 contractual 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 financed by the budget of the European Communities in the context of external actions, the Contracting Authority reserves the right, at the time of contracting, 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.

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 execution 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 provisos:

- 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 bill of quantities or 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 a performance programme;
- any necessary modifications to the performance 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 executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
- where the task is not of similar character or is not executed 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 time for completion 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 financed by the general budget of the European Communities in the context of 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 performance 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 performance 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 performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance 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 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, performance 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 performance.
- 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.
- 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 and a security guaranteeing repayment in full of this pre-financing;
 - b)** 30% of the contract price following provisional acceptance of the supplies;
 - c)** 10% of the contract price, as payment of the balance outstanding, following final acceptance of the supplies. However, this payment of 10% may, if the Contractor so wishes be made at the same time as the 30% instalment referred to in paragraph 26.5.b if the Contractor provides a security guaranteeing repayment of the full amount of the 10% balance. The security shall be released within 60 days of the final acceptance of the supplies.
- 26.6** Where only parts of the supplies have been delivered, the 30% 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 execution of the tasks, 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.

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 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 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 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).

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 therefore, 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 performance 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 maintenance 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.

The amount and procedures for these damages shall be laid down in the Special Conditions.

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 performance of the works;
- 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 performance 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 execution 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 performance 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 non-performance 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 performance 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 performance 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 performance 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 or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two 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 three 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: TECHNICAL SPECIFICATIONS

Part 1-TECHNICAL SPECIFICATIONS

1. GENERAL INSTRUCTIONS

1.1 Description of the work

The subject of the contract shall be the delivery, installation, putting into operation, training and warranty service of the supplies by the contractor in ten (10) lot(s) of Marine Electronic Equipment, Safety Equipment and Wear (Surveyors), Safety Equipment and Wear (Fire Fighting), Digital Measurement Devices, Clean Air Compressors, Computer Software (Marine), Computer Hardware and Software, Office Equipment, Motor Vehicles and Cargo Handling Simulators shall be delivered DDP (Delivered Duty Paid) in given quantities at the following addresses;

- **UMA Headquarter**

G. M. K. 128, Maltepe- Ankara

- **İstanbul Teknik Üniversitesi (ITU)**

Denizcilik Fakültesi

A Blok Manastır Yolu Üzeri 34940, Tuzla-İstanbul

- **Dokuz Eylül Üniversitesi (DEU)**

Deniz İşletmeciliği ve Yönetimi Yüksek Okulu

Kaynaklar Yerleşkesi 35160, Buca-İzmir

as described in Section 1.6 Delivery and Installation of Annex II-Technical Specifications; within 60 calendar days (except for lot 10 which is 120 calendar days) from contract signature by the Contractor.

List of Lots

Lot N°	D e s c r i p t i o n
1	Marine Electronic Equipment
2	Safety Equipment and Wear (Surveyors)
3	Safety Equipment and Wear (Fire Fighting)
4	Digital Measurement Devices
5	Clean Air Compressors
6	Computer Software (Marine)
7	Computer Hardware and Software
8	Office Equipment
9	Motor Vehicles
10	Cargo Handling Simulators

1.2 General Technical requirements

- 1.2.1 All the equipment shall be provided complete with the necessary accessories and/or parts such as to ensure that the unit is capable of operating to the required technical and quality specifications. All specifications details listed within each lot for each item are the minimum requirements. Any improvements on the specifications or additional features offered should be clearly identified in the Tenderer's offer.
- 1.2.2 The type of supplied voltage in Turkey is 220 V (monophase) and 380 V (triphase + neutral). The quality and stability of the supplied current may undergo fluctuations (+ and -) of more than 10%. All hardware must operate on 220 V \pm 20 V, 50 Hz \pm 0.5 Hz, or 380 V \pm 40 V, power supply and be suitable for direct connection to the standard power outlets in Turkey. The type of electrical outlets generally installed in Turkey is the type with 2 side mounted earthing poles. All plugs of all the supplied equipment will have to fit exactly.
- 1.2.3 The items provided should not be hybrids and should be a registered brand name. Because of the variety of equipment it is impossible to put the "one manufacturer" condition, thus for compatibility purposes it is required to follow the compatibility requirements very strictly (PC compatibility, graphics compatibility etc.).
- 1.2.4 All software shall be licensed to the Undersecretariat for Maritime Affairs **(UMA)**
- 1.2.5 All hardware units must be operable in an office environment with regards to following temperature, humidity and dust conditions:
- Operating temperature : 10⁰ C - 35⁰ C
 - Relative Humidity : 20% - 80%
 - Dust : 0.40 gr./m³
- 1.2.6 All items supplied conforming to the necessary CE regulation / norm must carry a suitable CE badge of conformity, permanently fixed to the machine, where applicable.
- 1.2.7 It should be noted that whenever a specific name of a product is mentioned in the Technical Specifications, a sufficiently precise and fully intelligible description is not possible, and it has to be understood as that product or its equivalent.

- 1.2.8 Equipment which allows upgrading of capacities shall be provided in such a way that upgrades can be performed by installing additional capacity without discarding the already installed capacities.

1.3 General Training Requirements

The Contractor shall provide an adequate training for a number of end users as specified in the Technical Details below in a way that they will be able to operate the equipment without help of a third person. The Contractor should quote a proposal to the training of beneficiary personnel in the operation of the equipment. Details of proposal training methodology and courses should be presented in the tender proposal and will refer to the related equipment. This proposal shall include:

- The type of training
- Hours/day offered
- Qualifications of trainers
- Description of methodology

The training shall take place after installation and commissioning of the equipment. The language of the training and the training documents is Turkish; if not, translation will be provided and paid by the Contractor.

The contractor will be responsible to provide all the necessary service, technical personnel, product, equipment, documentation and training programs that will be demanded by the customer.

1.4 General Warranty and Product Support Services

The Tenderer will be expected to enter a warranty service agreement with the contracting authority. In his offer, the Tenderer must enclose a description for the supply of warranty services, which must cover the following items.

- 1.4.1 The Contractor shall provide to the Contracting Authority a free warranty for quality and performance of the goods supplied for the periods defined in the Technical Specifications for each individual item following the provisional acceptance until final acceptance. The Contractor shall remain fully responsible for all warranty obligations even when some of the equipment is obtained from a third party.
- 1.4.2 If Contractor appoints a local representative for his company, then the Contracting Authority expects this representative to provide a professional service of maintenance and maintain an appropriate stock of spare parts. The Contractor will remain responsible for the level of service which his representative delivers and any complaints from the beneficiary should be answerable.
- 1.4.3 The Contracting Authority expects the Contractor to ensure that his local representative carries adequate supply of spare parts based on his professional experience. The Contractor shall with his supply submit a declaration in which he certifies he will be able to supply service and all spare parts during a period of minimum 3 years.
- 1.4.4 The Contracting Authority expects the Contractor to ensure that his local representative is properly trained to provide comprehensive technical and maintenance service on all items supplied under the agreement.

- 1.4.5 In case a preventive maintenance session has to be executed then the supplier shall inform the beneficiary at least 48 hours in advance of his intervention.
- 1.4.6 In the warranty period (defined in the Technical Specifications for each individual item), the Contractor has to troubleshoot the problem within 24 hours. The Contractor has to overcome the problem in seven (7) working days. In cases where the permanent solution is not achievable within seven (7) working days, the Contractor shall replace the broken equipment and/or part with a temporary system that satisfies the full functionality of the original equipment and/or part being fully repaired shall be re-integrated to the system within a maximum of 30 working days. If the reparation of the broken equipment/part is not possible, the Contractor shall replace that equipment/part with another equipment/part of the same trademark and same or higher model. No additional cost will be born by the Contracting Authority.
- 1.4.7 In case of the installation, configuration, maintenance, troubleshooting and similar technical services for any product offered by the Contractor, the Contractor will nominate at least one **certified technical person** particular for that product.
- 1.4.8 If the warranty period is not defined in the technical specifications, the general warranty period shall be minimum 2 (two) years.

1.5 General Technical Documents to be included in the Supply

- 1.5.1 Each set of equipment shall be provided with an original set of users' manuals for all parts of the equipment. These manuals shall be supplied in Turkish or English language. If manuals are not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual where applicable.
- 1.5.2 Each set of equipment shall be provided with an original set of technical manuals for all parts of the equipment, including all accessories. The manuals shall be supplied in Turkish or English language. If manuals are not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual where applicable.
- 1.5.3 The obligatory documents for the provisional acceptance.
- Original certificate of origin by Chamber of Commerce – Member State of the European Union, Turkey, the MEDA Mediterranean Countries or Territories, candidate countries or countries benefiting from CARDS¹⁴
 - Report of Final test in the factory (quality control document)
 - Certificate that the Equipment is complying with EU Regulations for IT/Office Equipment and CE norms
 - Guarantee document of manufacturer, certifying he will be able to supply all spare parts during a period of minimum 3 years
 - Warranty document of the manufacturer and/or the supplier

⁸ EU Member Countries (Belgium, Denmark, Germany, Greece, Spain , France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Sweden, United Kingdom, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia), EU Candidate Countries (Bulgaria, Romania, Turkey), MEDA Mediterranean Countries (Algeria, Cyprus, Egypt, Gaza and West Bank, Israel, Jordan, Lebanon, Malta, Morocco, Syria, Tunisia, Turkey), CARDS Countries (Albania, Bosnia and Herzegovina, Croatia, Former Yugoslav Republic of Macedonia, Serbia and Montenegro).

- The tenderer should prove that the equipment proposed is produced by a manufacturer who is accredited by ISO 9001:2000 or an equivalent European quality mark.
- 1.5.4 No provisional acceptance can be pronounced without the presence of the complete set of documents. These documents or the declarations for the provision of the documents should be delivered with the bid.
- 1.5.5 Three copies of training documents will be given. The language of the training documents is Turkish.

1.6 Delivery and Installation of the Equipment

A comprehensive proposal for the execution of the supply and installation of the equipment, according to the time periods defined in Special Conditions Article 13 and following requirements, should be submitted with the offer.

- 1.6.1 Except for the cargo handling simulators (Lot 10) the Contractor(s) shall transport, unload, and if applicable assemble, install and put into operation the equipment at Undersecretariat for Maritime Affairs, G. M. K. 128 Maltepe, Ankara. The cargo handling simulators shall be delivered, installed and put into operation at ITU (İstanbul Teknik Üniversitesi, Denizcilik Fakültesi, A Blok Manastır Yolu Üzeri, 34940, Tuzla / İstanbul) and DEU (Dokuz Eylül Üniversitesi, Deniz İşletmeciliği ve Yönetimi Yüksekokulu, Kaynaklar Yerleşkesi, 35160 Buca /İzmir), one simulator at each site. The supplier will agree with the Contracting Authority about the installation schedule.
- 1.6.2 The supplier will be fully responsible for his equipment until the provisional acceptance has been signed.
- 1.6.3 The Contractor will compensate all loss of damages that are caused by its own personnel. The Contractor is responsible for the reparation, renovation or painting of the customer's property, such as floors, walls, office equipment, furniture, etc.
- 1.6.4 All of the equipment, documents, brochures that will be delivered to a beneficiary by the Contractor, will be new, unused and functioning. Necessary hardware and software installations for the equipment will be performed at the beneficiary's premises.
- 1.6.5 If any of the hardware products is damaged during installation, it will be replaced by another device with the same trademark and same (or higher) model. This procedure will be subject to the consent of the customer and will be free of charge.

LOT 1: MARINE ELECTRONIC EQUIPMENT

Item N°	D e n o m i n a t i o n	Quantity
1	EPIRB Testing Device	20
2	GMDSS SART Testing Device	20
3	Screening Device for Testing Equipment	20
4	VHF Marine Radio	175

1.1 EPIRB Testing Device

Denomination	EPIRB Testing Device
Required quantity	20
Minimum technical specifications	<p>Portable</p> <p>Receives and decodes all types of COSPAS and SARTS distress beacon signals</p> <p>The instrument shall be able to check emission on the 121.5 MHz using the self-check mode or an appropriate device to avoid activating the satellite system</p> <p>Measures signal magnitudes and phase deviation</p> <p>Records message format and data</p> <p>Measures 406 MHz carrier frequency</p> <p>LCD screen and simple operation in English</p> <p>Records data and time</p> <p>Software to be upgradeable</p> <p>Built-in connection for output to printer or computer. Special printer (if necessary) and/or software (if necessary) and cable to be supplied</p> <p>Power supply unit, rechargeable battery and charger to be supplied</p> <p>Case and shoulder strap to be supplied</p>
Other conditions	The testing equipment shall be capable of performing all the relevant measurements required in the relevant rules and guidelines, e.g. "Guidelines on annual testing of 406 MHz Satellite EPIRBs, as required by new SOLAS regulation IV/15.9" (IMO - MSC/Circ. 1040, 28 May 2002)
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), a calibration certificate must be delivered.
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

1.2 GMDSS SART Testing Device

Denomination	GMDSS SART Testing Device
Required quantity	20
Minimum technical specifications	<p>Portable</p> <p>Measures and displays carrier frequency, duration of response and output power</p> <p>Independent from ships own radar</p> <p>Sensitivity test</p> <p>LCD screen and simple operation (English)</p> <p>Records data and time for later retrieval</p> <p>Built-in connection for output to printer or computer. Special printer (if necessary) and/or software (if necessary) and cable to be supplied</p> <p>Power supply unit, rechargeable battery and charger to be supplied</p>
Other conditions	The testing equipment shall be capable of performing all the relevant measurements required in the relevant rules and guidelines e.g. to the SOLAS 74 - 88, IMO resolutions A.695(17) and A.810(19), the COSPAS/SARSAT procedures T.007 and RS rules M.628-2.
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), a calibration certificate must be delivered.
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

1.3 Screening Device for Testing Equipment

Denomination	Screening Device for Testing Equipment
Required quantity	20
Minimum technical specifications	<p>Portable, lightweight, flexible</p> <p>Operating after the Faradays Cage -principle</p>
Other conditions	The testing equipment shall enable Item 1 of Lot 1 to perform all the relevant measurements required in the relevant rules and guidelines e.g. to the SOLAS 74 - 88, IMO resolutions A.695(17) and A.810(19), the COSPAS/SARSAT procedures T.007 and RS rules M.628-2 in operation mode without significant radiation to surroundings and thereby causing a risk for false alert
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

1. 4 VHF Marine Radio

Denomination	VHF Marine Radio
Required quantity	175
Minimum technical specifications	Handheld, compact (palm size) ----- Submersible, waterproof construction ----- Heavy-duty type ----- Min. 1 W output ----- Digital screen ----- Receives marine channels ----- Channel scanning and monitoring ----- Rechargeable battery and charger (table type) to be supplied
Other conditions	Spare parts: One rechargeable battery per unit
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

LOT 2: SAFETY EQUIPMENT AND WEAR (SURVEYORS)

Item N°	D e n o m i n a t i o n	Quantity
1	Coverall	450
2	Sweat Band	1600
3	Gloves	200
4	Safety Goggles	200
5	Safety Helmet	250
6	Dust mask	1600
7	Backpack	200
8	Surveyors Hammer	200
9	Work Shoes	200
10	Pocket Flashlight	200
11	Security Flashlight	100

2.1 Coverall

Denomination	Coverall
Required quantity	450
Minimum technical specifications	<p>Full front zipper (opens both ways)</p> <p>-----</p> <p>With loops and pockets for attaching portable tools and devices. Pen/mobile phone pocket on arms. Side pockets which provide access to trousers</p> <p>-----</p> <p>Material allows air circulation</p> <p>-----</p> <p>Machine washable at 60°C</p> <p>-----</p> <p>Customized according to UMA requirements; at the back side of the all coveralls the following text must be printed in dark blue color</p> <p align="center">Republic of Turkey</p> <p align="center">Undersecretariat for Maritime Affairs</p> <p align="center">Ship Inspection</p> <p>also there must be reflective stripes (parallel two lines) around the waist, ankles and wrists in white color</p> <p>-----</p> <p>100 items in orange colour, 350 items in white colour.</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.2 Sweatband

Denomination	Sweatband
Required quantity	1600 (600 for forehead, 1000 for wrists)
Minimum technical specifications	Made of white cotton ----- To be used on the forehead and on wrists
Training	N/A
Warranty	Minimum one year (unused items only)
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.3 Gloves

Denomination	Gloves
Required quantity	200 pairs
Minimum technical specifications	Cotton, polka-dot non-slip palm working gloves ----- Dark colour
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.4 Safety Goggles

Denomination	Safety Goggles
Required quantity	200
Minimum technical specifications	Fully transparent anti-scratch PVC ----- Covers front and sides, with ventilation openings ----- Adjustable elastic strap ----- Can be worn over prescription glasses ----- Complies EN 166B Safety Specifications
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.5 Safety Helmet

Denomination	Safety Helmet
Required quantity	250
Minimum technical specifications	<p>White</p> <p>Adjustable head cradle and chin strap</p> <p>Custom painted according to UMA requirements; on the front side of the Safety Helmets the following text must be printed in dark blue color</p> <p style="text-align: center;">Republic of Turkey Undersecretariat for Maritime Affairs Ship Inspection</p> <p>Complies with EN 397</p>
Other conditions	Information on custom painting (letters and logo) will be given by UMA before contract
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), EN 397 certificate must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

2.6 Dust Mask

Denomination	Dust Mask
Required quantity	1600
Minimum technical specifications	<p>Elastic twin head-strap</p> <p>Approved according to EN 149:2001 FFP2S or better</p>
Training	N/A
Warranty	Minimum one year (unused items only)
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.7 Backpack

Denomination	Backpack
Required quantity	200

Minimum technical specifications	<p>2 main spaces; each one large enough to carry a laptop computer, file folder and books or coverall and additional equipment</p> <p>Made of weather-proof and anti-static heavy-duty material</p> <p>Small pockets with zippers on front and sides for carrying small items such as flashlight, hammer.</p> <p>Dark blue colour with reflective stripes</p> <p>Size: H40-50 x W30-40 x D30-40 cm</p> <p>To be customized according to UMA requirements</p> <p>Complete with waistband, padded shoulder straps, carrying strap and padded back</p>
Other conditions	<p>Customized according to UMA requirements; on the front side of the backpacks the following text must be printed in white color</p> <p style="text-align: center;">Republic of Turkey Undersecretariat for Maritime Affairs Ship Inspection</p> <p>also there must be reflective stripes (parallel two lines) around the backpacks printed horizontally.</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.8 Surveyors Hammer

Denomination	Surveyors Hammer
Required quantity	200
Minimum technical specifications	<p>Hammer to be used for steel plate inspections (pointed pein hammer). One end to be cone shaped and the other end to be with round striking face</p> <p>Forged high carbon steel head correctly hardened and tempered</p> <p>Total length 20-30cm</p> <p>Total weight 300-500g</p> <p>Wooden or plastic handle</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.9 Work Shoes

Denomination	Work Shoes
Required quantity	200 pairs
Minimum technical specifications	<p>Black leather or other heavy-duty material</p> <p>Non slip bottom</p> <p>Steel reinforced toe</p> <p>Resistant to oil</p> <p>Boot style (covering ankle)</p> <p>Complies EN 345-1+A1:1998 S3+HRO and Directive 89/686/EEC</p>
Size	<p>39 (quantity: 10)</p> <p>40 (quantity: 20)</p> <p>41 (quantity: 40)</p> <p>42 (quantity: 50)</p> <p>43 (quantity: 50)</p> <p>44 (quantity: 20)</p> <p>45 (quantity: 10)</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate EN 345-1+A1:1998 S3+HRO and Directive 89/686/EEC must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

2.10 Pocket Flashlight

Denomination	Pocket Flashlight
Required quantity	200
Minimum technical specifications	<p>Made of water and shock resistant plastic, aluminium or similar anticorrosive material</p> <p>Works with min. 3 pcs. IEC LR6, "AA" size or 2 pcs. of IEC LR14, "C" size batteries</p> <p>With halogen or krypton light bulb</p> <p>High-intensity adjustable light beam (spot to flood)</p> <p>Wrist strap</p> <p>Pocket size</p>

	One spare lamp for each flashlight and 1 set of alkaline batteries to be included. Certification: IP54 or better.
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

2.11 Security Flashlight

Denomination	Security Flashlight
Required quantity	100
Minimum technical specifications	Water and shock proof Case of aluminium alloy or other anticorrosive material in durable (heavy duty) execution Uses 2-4 batteries (IEC LR20, "D" size) With halogen, krypton, xenon or similar light bulb High-intensity adjustable light beam (spot to flood) Red, yellow or other distinct colour One spare lamp for each flashlight and 1 set of alkaline or similar batteries to be included Certification: EEx ia e IIC T4, IP54 or better
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate: EEx ia e IIC T4, IP54 or better must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

LOT 3: SAFETY EQUIPMENT AND WEAR (FIRE FIGHTING)

Item N°	Denomination	Quantity
1	Breathing Apparatus	25
2	Storage Unit For Breathing Apparatus	3
3	Fireman's Outfit (Aluminise)	22
4	Fireman's Outfit (Nomex)	13
5	Fireman's Boots	35
6	Fireman's Gloves	35
7	Fireman's Helmets	35
8	Axe	35
9	Fire Safety Torch	35
10	Safety Belt	35
11	Storage Unit For Fire Fighting Equipment	3
12	Life Line	35
13	Dual Purpose Type Nozzles	4
14	Portable Foam Applicator	2
15	Foam Mixer/Proportioner	2
16	Immersion Suit	6
17	Fire Hose (4" Delivery Hose)	4
18	Fire Hose (3" Delivery Hose)	4

3.1 Breathing Apparatus

Denomination	Breathing Apparatus (SCBA, Self-contained Compressed-air-operated Breathing Apparatus)
Required quantity	25
Minimum technical specifications	<p>To be supplied complete with bottles, mask, valves, manometers and other SOLAS required parts</p> <p>-----</p> <p>One spare tube to be supplied for each set</p> <p>-----</p> <p>Maintenance tools to be supplied</p> <p>-----</p> <p>All parts compliant with SOLAS FFE Code</p> <p>-----</p> <p>Compliant with MarED A.1/3.7 – 96/98/EC and A.1/3.8 – 96/98/EC and applicable amendments</p> <p>-----</p> <p>Compliant with EN 137 (1993), EN 136 (1998), EN 138 (1994) (testing) as applicable</p> <p>-----</p> <p>Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1, 3.2.1.2 (FSS Code)</p>
Training	N/A
Warranty	Minimum one year

Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English, Certificates for approval according to MarED and SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

3.2 Storage Unit for Breathing Apparatus

Denomination	Storage Unit for Breathing Apparatus (SCBA)
Required quantity	3
Minimum technical specifications	Capacity to store min. 15 complete sets of SCBA and spare tubes ----- Metal construction ----- Fittings for padlock(s) on door(s)
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

3.3 Fireman's Outfit (Aluminise)

Denomination	Fireman's Outfit (Aluminise)
Required quantity	22
Minimum technical specifications	Material to be Flameguard aluminised fire suit, aluminised cotton, rayon, fibre glass or similar ----- Complete Fireman's Suit as specified in SOLAS FFE Code (without boots, helmet and gloves) ----- All parts compliant with SOLAS FFE Code ----- Compliant with MarED A.1/3.3 - 96/98/EC and applicable amendments (close proximity clothing) ----- Compliant with EN 469 (1995), EN 531 (1995) + A1 (1998), EN 1486 (1996), ISO 15538 (2001) (testing) as applicable ----- Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificates for approval according to MarED and SOLAS must be delivered

Delivery	Conditions in Annex II, Section 1.6 apply
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3.4 Fireman's Outfit (Nomex)

Denomination	Fireman's Outfit (Nomex)
Required quantity	13
Minimum technical specifications	<p>Material to be Nomex or equivalent</p> <p>Jacket to be provided with front zipper extending to top of collar</p> <p>Compliant with SOLAS FFE Code</p> <p>Trousers to be with fly zipper, adjustable braces, elastic intake on the back and pockets on both sides</p> <p>Compliant with MarED A.1/3.3 - 96/98/EC and applicable amendments (close proximity clothing)</p> <p>CE approved according to EN 469 (1995), EN 531 (1995) + A1 (1998), EN 1486 (1996), ISO 15538 (2001) (testing) as applicable</p> <p>Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificates for approval according to MarED and SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.5 Fireman's Boots

Denomination	Fireman's Boots
Required quantity	35 pairs
Minimum technical specifications	<p>Made of black tanned hydrophobic waterproofed leather in combination with Cordura fabric material or similar</p> <p>Lined with Sympatex, GoreTex or similar climate membrane, watertight and breathable</p> <p>Highly abrasion-resistant</p> <p>Lacing (if any) with Nomex or similar heat-resistant laces</p> <p>Reinforced toe</p> <p>Nitrile or similar outsole, anti static and skid-proof, with air chambers or similar for comfort</p>

	Oil and petrol (gasoline) -proof Compliant with SOLAS FFE Code Compliant with EN 345 S3 FPA, HRO HI CI or similar Compliant with MarED A.1/3.4 – 98/85/EC and applicable Amendments Compliant with EN 344 (1992) + AC (1993) + A1 (1997), EN 344-2 (1996), EN 345 (1992) + A1 (1997), EN 345-2 (1996) Class 2, IEC 60903 (1993) (testing) as applicable Compliant according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.2 (FSS Code)
Size	40 (quantity: 2) 41 (quantity: 5) 42 (quantity: 10) 43 (quantity: 12) 44 (quantity: 5) 45 (quantity: 1)
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificates for approval according to MarED and SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.6 Fireman's Gloves

Denomination	Fireman's Gloves
Required quantity	35 pairs
Minimum technical specifications	Five-finger construction with wing thumb construction Leather palm and skin back or similar for softness and comfort, excellent dexterity, high abrasion resistance and anti-slip on wet and smooth surfaces Liner/Moisture Barrier System (GoreTex or similar) Thermal lining (Kevlar/Nomex or similar) Compliant with SOLAS FFE Code Compliant with MarED A.1/3.5 - 96/98/EC and applicable Amendments Compliant with EN 659 (1996) (testing)

	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificates for approval according to MarED and SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.7 Fireman's Helmet

Denomination	Fireman's Helmet
Required quantity	35
Minimum technical specifications	<p>Glass fibre reinforced helmet, shell in yellow or white colour.</p> <p>To comply with CEN TC 185/WG 3 N 65 (EU Standard) with EN 443 approval.</p> <p>Interior harness to be adjustable in size and exchangeable.</p> <p>Adjustable safety type chin-strap with "Velcro" fastening according to EN443.</p> <p>The helmet shall allow for all types of BA masks.</p> <p>The helmet shall be complete with standard neck protection, made of flame resistant Polyurethane or similar</p> <p>Compliant with SOLAS FFE Code</p> <p>Compliant with MarED A.1/3.6 - 96/98/EC and applicable Amendments</p> <p>Compliant with EN 443 (1997) (testing)</p> <p>Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.3 (FSS Code)</p>
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificates for approval according to MarED and SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.8 Axe

Denomination	Axe
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Required quantity	35
Minimum technical specifications	Fireman's axe with fire-resistant handle 30–40 cm in length Forged high carbon steel head correctly hardened and tempered High-voltage insulation
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

3.9 Fire Safety Torch

Denomination	Fire Safety Torch
Required quantity	35
Minimum technical specifications	Electric safety lamp (hand lantern) according to SOLAS Water and shock proof Case of aluminium alloy or other anticorrosive material in durable (heavy duty) antistatic execution Uses 2-4 batteries (IEC LR20, "D" size) With halogen, krypton, xenon or similar light bulb High-intensity adjustable light beam (spot to flood) Red, yellow or other distinct colour One spare lamp for each flashlight and 1 set of alkaline or similar batteries to be included Compliant with EN 50014, EN 50019, EN 50020 Compliant with MarED A.2/3.8 Certification: EEx ia e IIC T4, IP65
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate: EEx ia e IIC T4, IP65 must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

3.10 Safety Belt

Denomination	Safety Belt
Required quantity	35

Minimum technical specifications	Compliant to DIN EN 358 standards
	Wide surface to cover waist area with padded underside for comfort
	With a safety rope with clip, adjustable up to 1.5 metres
	With a lock mechanism that can be clipped on & off easily
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate: DIN EN 358 must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.11 Storage Unit for Fire Fighting Equipment

Denomination	Storage Unit for Fire Fighting Equipment
Required quantity	3
Minimum technical specifications	Capacity to store min. 15 complete sets of outfit (clothes, boots, gloves, helmets, axes)
	Metal construction
	Fittings for padlock(s) on door(s)
Training	N/A
Warranty	Minimum one year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

3.12 Lifeline

Denomination	Lifeline
Required quantity	35
Minimum technical specifications	Min. 30 meters in length and with the snap hook mechanism at both ends
	Fire proof material
	Compliant with MarED A.1/3.44 - 96/98/EC and applicable Amendments
	Compliant with IMO MSC.98 (73) Ch 3.2.1.3 (FSS Code) [1] (testing)
	Compliant with SOLAS Regulation II-2/10.1, IMO Resolution MSC.97(73) 7.10.3.3 (2000 HSC Code), IMO Resolution MSC.98(73) Ch 3.2.1.3 (FSS Code)

Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate for compliance with MarED and/or SOLAS and/or other recognised international standard must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.13 Dual Purpose Type Nozzle

Denomination	Dual Purpose Type Nozzle
Required quantity	4
Minimum technical specifications	Compliant with SOLAS (FFE code) ----- Attachable to hoses specified in Lot 3 Item 18 (STORZ B (DIN) coupling) ----- Provided with (3") STORZ B (DIN) instantaneous coupling. ----- The branch pipe valve shall allow for 3 positions: stop, full jet and spray.
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate for compliance with SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.14 Portable Foam Applicator

Denomination	Portable Foam Applicator
Required quantity	2
Minimum technical specifications	Compliant with SOLAS (FFE code) ----- Attachable to hoses specified in Lot 3 Item 18 (STORZ B (DIN) coupling) ----- Provided with (3") STORZ B (DIN) instantaneous coupling.
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English, Certificate for compliance with SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

3.15 Foam Mixer/Proportioner

Denomination	Foam Mixer/Proportioner
Required quantity	2
Min. tech. specifications	Compliant with SOLAS (FFE code)
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English, Certificate for compliance with SOLAS must be delivered
Delivery	Conditions in Annex II, Section 1.6 apply

3.16 Immersion Suite

Denomination	Immersion Suit
Required quantity	6
Minimum technical specifications	No lifejacket requirement Compliant with SOLAS (PPE code) Compliant with MarED A.1/1.5 - 96/98/EC and applicable Amendments Compliant with IMO Resolution MSC.81(70) (testing) Compliant with and type approved according to SOLAS Regulation III/4, Regulation X/3
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English, Certificate for compliance with MarED and SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

3.17 Fire Hose 4"

Denomination	Fire Hose (4" Delivery Hose)
Required quantity	4
Minimum technical specifications	20m pieces Universal brass couplings on both ends (102mm STORZ A (DIN))

Denomination	Fire Hose (4" Delivery Hose)
	Textile Reinforcement: high tenacity polyester/polyamide yarn (or similar), circular woven and totally embedded in the rubber compound ----- Lining and Cover: special high-grade synthetic rubber compound or similar durable execution. ----- Resistant to oil, fuel and chemicals. ----- Resistant to heat, flame and weathering ----- No cleaning and drying shall be required. ----- Compliant with MarED A.1/3.29 - 96/98/EC and applicable Amendments ----- Compliant with EN 671-2 (2001), EN ISO 15540 (2001), EN ISO 15541 (2001), ISO 15540 (1999), ISO 15541 (1999) (testing) ----- Compliant with and type approved according to SOLAS Regulation II-2/10.2.3.1.1, Regulation X/3
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate for compliance with MarED and SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

3.18 Fire Hose 3"

Denomination	Fire Hose (3" Delivery Hose)
Required quantity	4
Minimum technical specifications	20m pieces ----- Universal brass couplings on both ends (75mm STORZ B (DIN)) ----- Textile Reinforcement: high tenacity polyester/polyamide yarn (or similar), circular woven and totally embedded in the rubber compound ----- Lining and Cover: special high-grade synthetic rubber compound or similar durable execution ----- Resistant to oil, fuel and chemicals ----- Resistant to heat, flame and weathering ----- No cleaning and drying shall be required ----- Compliant with MarED A.1/3.29 - 96/98/EC and applicable Amendments ----- Compliant with EN 671-2 (2001), EN ISO 15540 (2001), EN ISO 15541 (2001), ISO 15540 (1999), ISO 15541 (1999) (testing)

	Compliant with and type approved according to SOLAS Regulation II-2/10.2.3.1.1, Regulation X/3
Training	N/A
Warranty	Minimum one year
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), Certificate for compliance with MarED and SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

LOT 4: DIGITAL MEASUREMENT DEVICES

Item N°	D e n o m i n a t i o n	Quantity
1	Digital Thermometer	20
2	Ultrasonic Metal Thickness Gauge	20
3	Portable Multigas Measuring Device	24

4.1 Digital Thermometer

Denomination	Digital Thermometer
Required quantity	20
Minimum technical specifications	Non-contact Infrared thermometer with laser pointer for measuring heat on surfaces ----- Pistol grip type or pocket size ----- Heavy-duty type ----- Water and shock resistant ----- LCD screen ----- Minimum measuring range of 0°C to 250°C Degrees ----- Minimum resolution of 1°C
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English. If manual is not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

4.2 Ultrasonic Metal Thickness Gauge

Denomination	Ultrasonic Metal Thickness Gauge
Required quantity	20
Minimum technical specifications	Measurement range from 2 mm to 99 mm ----- Minimum resolution of 0.1mm ----- Handheld, heavy duty type ----- Metric, English digital display ----- Different materials can be measured including steel, cast iron, non ferrous materials, plastic, epoxy resin and glass fibre -----

	<p>Shall be able to measure thickness of steel through paint.</p> <p>Data logging capacity: Memory, output of MIN, MAX, AVG, VAR values.</p> <p>Calibration tools to be delivered</p> <p>Hard carrying case to be delivered</p>
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English. If manual is not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

4.3 Portable Multigas Measuring Device

Denomination	Portable Multigas Measuring Device
Required quantity	24
Minimum technical specifications	<p>Measures oxygen (O₂), poisonous gasses (e.g. H₂S and CO) and explosive gasses</p> <p>The device should work with rechargeable battery (Ni MH or similar) for at least 10 hours without recharging</p> <p>Audio warning of at least 85 dB(A) from 30 centimeters as well as vibration or visible alarm indication</p> <p>Automatic self-checking against failure</p> <p>Operating temperature between -20°C and +50 °C Humidity: 5-95%</p> <p>Anti-static cover, heavy-duty with fitting for attaching to belt or a rope</p> <p>Data sampling capacity or external alarm facility of minimum 10 meters distance. Necessary tubes, external pump, cables shall be included.</p> <p>Data logging capabilities and data transfer to computer. Necessary special software (if any) and cables shall be included.</p> <p>Calibration equipment to be supplied for at least 200 calibrations and at least four different gases</p> <p>Compliance with EN 50057</p> <p>Compliance (Exproof) CENELEC EEx ia IIC T4 class, Intrinsic safety or better</p> <p>IP 54 class protection or better.</p> <p>Compliance with MarED A.1/3.30 96/98/EC and applicable Amendments</p>
Training	N/A

Denomination	Portable Multigas Measuring Device
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English. If manual is not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual, Certificates for compliance with MarED, EEx ia IIC T4 class, Intrinsic safety (or better) and IP54 must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

LOT 5: CLEAN AIR COMPRESSORS

Item N°	D e n o m i n a t i o n	Quantity
1	Clean Air Compressor	2

5.1 Clean Air Compressor

Denomination	Clean Air Compressor
Required quantity	2
Minimum technical specifications	<p>Compressor for clean air filling (breathing air) of SCBA for fire fighting purposes</p> <p>-----</p> <p>Portable</p> <p>-----</p> <p>Filling capacity of at least 180 lts/min at 200 bar</p> <p>-----</p> <p>Cylinder/step: three</p> <p>-----</p> <p>Operates with a three-phase (3 x 400V) electric motor with minimum 3 kW / 4 HP</p> <p>-----</p> <p>Filling ramp with minimum 2 x 225 bar filling valves. Separately venting of filling valves shall be possible</p> <p>-----</p> <p>Standard Equipment shall include:</p> <p>-----</p> <p>Oil, moisture and CO filters/separators</p> <p>-----</p> <p>Central pressure gauge(s)</p> <p>-----</p> <p>Safety valve against overpressure</p> <p>-----</p> <p>Thermal protection</p> <p>-----</p> <p>Manual star delta contactor</p> <p>-----</p> <p>3 m power cord</p> <p>-----</p> <p>All control buttons necessary for operation of the unit.</p> <p>-----</p> <p>5 pcs. of each filter and other consumables to be supplied with each unit</p>
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User's manual in Turkish or English. If manual is not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual, Certificate for compliance with SOLAS must be delivered.
Delivery	Conditions in Annex II, Section 1.6 apply

LOT 6: COMPUTER SOFTWARE (MARINE)

Item N°	D e n o m i n a t i o n	Quantity
1	Ship Stability Software	1
2	Maritime Rules and Regulations Software	4

6.1 Ship Stability Software

Denomination	Ship Stability Software
Required quantity	1
Minimum technical specifications	<p>Software shall be approved by Lloyd’s Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS</p> <p>-----</p> <p>Ship hull definition (hull lines, rooms, tanks) incl. transformation possibilities</p> <p>-----</p> <p>Hydrostatic calculations incl. hydrostatic booklets, Bon Jean tables and curves, sectional area curves, standard stability tables and curves, trim tables and trim diagram, loading scale</p> <p>-----</p> <p>Loading conditions incl. calculation of draught, trim, heel, stability, shear force, bending moment, allowed maximum/minimum values for shear force and bending moment</p> <p>-----</p> <p>Check of stability against all relevant criteria for intact and damage stability e.g. IMO Res. A.265, SOLAS 90 Regulation 25, and SLF 42 proposal, IMO Probabilistic damage stability according to IMO MSC.19(58), SOLAS chapter II-1, part B.1, IMO res. A.684(17) and IMO A.265, damage stability with water on deck (RoRo, STAB90+50, Feb. 28, 1996, SOLAS 1995 Conference Resolution 14 and the so-called "Nordic Proposal", IMO Resolution A.649(16), IBC Code (Resolution MSC.4(48)), IGC Code (Resolution MSC.6(48)), and MARPOL)</p> <p>-----</p> <p>Damage stability calculations including floodable length curves, (preferably) cross-flooding according to IMO Res. A. 266, actual stability and floating behaviour in given cases of damage or loading, calculation of subdivision indexes according to the rules for both passenger and dry cargo ships</p> <p>-----</p> <p>Calculations related to inclining tests, e.g. GM calculations, lightweight calculation, centre of gravity, effect of hull deflection.</p> <p>-----</p> <p>Report generation and plotting facilities</p> <p>-----</p> <p>Metric and imperial units</p> <p>-----</p> <p>Links to other software systems (e.g. NAPA, Tribon, Autokon, Nupas, AutoShip, Autocad (DXF or DWG))</p> <p>-----</p> <p>Software to be able to run on high-end PC hardware with Microsoft Windows 2000 or similar “stand-alone” system</p> <p>-----</p>

Denomination	Ship Stability Software
	If additional software e.g. emulation software is necessary in addition to Microsoft Windows 2000, such software shall be included in the delivery
Training	General Training Requirements (Annex II, Section 1.3) apply Complete training in all modules for 5 people to be carried out in Turkey. Duration is assumed to be 7 days (Ankara, 1 week including Saturday and Sunday). Training shall be in Turkish if not translation shall be provided by the contractor
Warranty	General Warranty (Annex II, Section 1.4) applies “Hot-line” assistance and updates/maintenance for a period of two years shall be included in the delivery
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User’s manual in Turkish or English. If manual is not in Turkish, a “Quick Guide” in Turkish shall be supplied together with the manual, Certificate for approval by Lloyd’s Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS must be delivered.
Delivery/Installation	Conditions in Annex II, Section 1.6 apply Installation assistance in Turkey (Ankara, 1 day) shall be included in the delivery

6.2 Maritime Rules and Regulations Software

Denomination	Maritime Rules and Regulations Software
Required quantity	4
Minimum technical specifications	Complete collection of IMO rules and regulations equal to or comparable to IMO Vega ----- Software to be recognised by Lloyd’s Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS alternatively recognised by IMO ----- Software to be able to run on PC hardware with Microsoft Windows 2000 or similar “stand-alone” system
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), User’s manual in Turkish or English, Documentation for recognition from Lloyd’s Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS alternatively recognised by IMO must be delivered.
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

LOT 7: COMPUTER HARDWARE AND SOFTWARE

Item N°	D e n o m i n a t i o n	Quantity
1	Desktop Computer	103
2	Laptop Computer	37
3	Laser Printer	39
4	Portable Ink-jet Printer	33
5	Digital Camera	33
6	Computer Server	1
7	Firewall	1

7.1 Desktop Computer

Denomination	Desktop Computer (Mini Tower)
Required quantity	103 (30 with modem, 73 without modem)
Minimum Technical specifications:	
CPU	Pentium 4 or equivalent, minimum 2.4GHz.
Installed memory	512 MB (DDRAM); 64 MB Video RAM
Motherboard	Minimum bus speed 533 MHz; PCI with at least 2 expansion slots
Hard disk	Minimum capacity 40 GB. Interface ATA-100. Average seek time 9 ms or lower.
Other drives	CD R/W 52x52x32 speed. 1.44 MB floppy drive.
Monitor	15" LCD with 1024x768 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel, internal 12 W speakers
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port 56 kbps internal modem (only applicable to 30 out of 103 units)
Operating system	Windows XP Professional or equivalent
Other pre-installed software	Microsoft Office XP Professional or equivalent Anti-virus software
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

7.2 Laptop Computer

Denomination	Laptop Computer
Required quantity	37
Minimum Technical specifications:	
CPU	Pentium 4 or equivalent, 2.4GHz
Installed memory	512 MB (DDRAM); 64 MB Video RAM
Hard disk	40 GB. Average seek time 13 ms or lower.
Other drives	CD ROM 52x speed. 1.44 MB floppy drive.
Monitor	14" active matrix (TFT) LCD with 1024x768 resolution
Ports and communication	Ethernet card 10/100 Mbps with RJ-45 connection, 2 USB 2.0 ports, 1 parallel port, infrared (I/R) port, 1 PCMCIA slot, 56 kbps internal modem
Other peripherals	Turkish Q keyboard, touchpad mouse, optical cable mouse with scroll-wheel, integral speakers
Battery life	Min. 3 hours
Carrying bag	Original
Operating system	Windows XP Professional or equivalent
Other pre-installed software	Microsoft Office XP Professional or equivalent Anti-virus software
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

7.3 Laser Printer

Denomination	Laser Printer (Black and White)
Required quantity	39
Minimum Technical specifications:	
Resolution	1200 dpi
Speed	18 A4 pages per minute
Memory	16 MB
Ports	Parallel and USB
Other	I/R feature; power and computer connection cable; Windows compatible
Training	N/A

Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

7.4 Portable Ink-jet Printer

Denomination	Portable Ink-jet Printer
Required quantity	33
Minimum Technical specifications:	
Resolution	720 x 360 dpi
Paper	A4
Weight	Less than 2 kg
Connection	Parallel and infrared IrDA interfaces
Other	Battery powered. Computer connection cable. Windows compatible
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

7.5 Digital Camera

Denomination	Digital Camera
Required quantity	33
Minimum Technical specifications:	
Effective resolution	3 mega-pixel
Memory	256 MB flash memory removable cards
Zoom	3x optical, 4x digital
Lens	35-105-zoom, built-in
Battery	Rechargeable with charger
Connections	USB port with cable, TV connection cable
Software	For transfer to computer and for processing images
Other	Recording ability with audio support
Training	N/A

Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

7.6 Server

Denomination	Server
Required quantity	1
Minimum Technical specifications:	
CPU	Four Pentium Xeon MP 2.0GHz/1MB or equivalent
Installed memory	2 GB. Possible expansion to 16 GB w/o an expansion kit. Support of mirrored memory and online spare memory technologies. 8 MB video RAM.
Disks	Capacity: 3 x (36 GB, 10000 rpm) 12 hot-plug disks, Ultra3 SCSI drive case 2 channel RAID 0,1,5 Controller Card, at least 64 MB cache each 1.44 MB floppy drive.
Bus	PCI-X with seven expansion slots, each 64-bit/100 MHz. Hot swap PCI-X expansion ports.
Communication	One 10/100 Mbps and 1 fibre gigabytes ethernet card, integrated or PCI connected
Power supply	Two hot swap power sources
Backup unit	DVD writer: Write format +RW and optionally +R. 4x rewrite speed
Operating system	MS Windows Server 2003 Enterprise Edition or equivalent. <ul style="list-style-type: none"> - Support for up to 32 GB RAM - Maximum number of concurrent users will be 40. - VPN and Remote Authentication Dial-in User Service support
Other	Rack-mountable and tower case are both acceptable solutions. Turkish Q keyboard. 2-Button scroll mouse.
Training	General Training Requirements (Annex II, Section 1.3) apply. Full training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure, including information exchange tools, DNS and DHCP, in Turkish (if not translation shall be provided by the contractor) for eight people.
Warranty	General Warranty (Annex II, Section 1.4) applies On-site service within warranty period

Denomination	Server
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply Installation at UMA premises and connection to existing equipment (connection to ENTRASYS LAN through chassis switch by fibre optic cable) is the responsibility of the Contractor

7.7 Firewall

Denomination	Firewall
Required quantity	1
Minimum Technical specifications:	
Support for	<ul style="list-style-type: none"> - Packet and port filtering/blocking - IPSec VPN Tunnels - Stateful inspection - Intrusion detection - Embedded virus scanning
Protocols	<ul style="list-style-type: none"> - Data link: Ethernet/Fast Ethernet - Transport: TCP/IP, IPSec, ICMP/IP - Remote Management: Telnet, SNMP, HTTP
No. of connections/users	50
No. of ports	4
Form factor	Rack mountable or external
Transfer rate	Firewall: 100 Mbps, VPN: 20 Mbps
Other	Compatibility w/existing hardware (3xHP LH6000r servers, frame relay, Fast Ethernet + gigabit switches) and new server (See Item 7.6).
Training	General Training Requirements (Annex II, Section 1.3) apply. Hands-on configuration training of four IT staff members at UMA. Training shall be in Turkish; if not translation shall be provided by the contractor
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply Installation at UMA premises and connection to existing equipments is the responsibility of the Contractor

LOT 8: OFFICE EQUIPMENT

Item N°	D e n o m i n a t i o n	Quantity
1	Technical Drawing Table	20
2	Map measurement and drawing stationary apparatus	20 sets
3	Locker	165
4	Stapler	2
5	Photocopying Machine	1

8.1 Technical Drawing Table

Denomination	Technical Drawing Table
Required quantity	20
Minimum technical specifications	Minimum 150 cm width and 100 cm depth ----- Adjustable height (at least 65cm to 125cm) ----- Tilting feature (0 - 45 degrees) ----- Assembly kit (tools) to be supplied (if supplied disassembled)
Training	N/A
Warranty	One year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

8.2 Map measurement and drawing stationary apparatus

Denomination	Map measurement and drawing stationary apparatus
Required quantity	20 sets
Minimum technical specifications	Parallel ruler, length 30cm ----- Chart divider ----- Protractor and compass (two pins) ----- Scale ruler ----- 2 triangles, 45°-45° and 30°-60°, length of longest side approx. 30cm
Training	General Technical Documents (Annex II, Section 1.5) apply
Warranty	One year

Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

8.3 Locker

Denomination	Locker
Required quantity	165
Minimum technical specifications	<p>Minimum 50x50x180 cm total size</p> <p>With wardrobe design, rod for hangers, one hook each side (inside) and one adjustable shelf at top</p> <p>Single door with eyes for padlock. Padlock and 2 keys to be supplied for each locker</p> <p>With ventilation holes in door</p> <p>Metal construction</p>
Training	N/A
Warranty	One year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

8.4 Stapler

Denomination	Stapler
Required quantity	2
Minimum technical specifications	<p>Min. 120 sheets stapling capacity</p> <p>Manually operated, desktop model</p> <p>Metal construction, non-metal cover for handle, easy operation</p> <p>Utilizes multiple staple types</p> <p>Allows precise positioning of staple on paper</p>
Training	N/A
Warranty	One year
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery	Conditions in Annex II, Section 1.6 apply

8.5 Photocopying Machine

Denomination	Photocopying Machine
Required quantity	1
Minimum technical	Black and white, digital laser photocopying machine

Denomination	Photocopying Machine
specifications	<p>Minimum 20 cpm (1:1, A4 size)/20 ppm copying speed</p> <p>Minimum 600 dpi printing resolution</p> <p>Minimum 99 copies of the original</p> <p>Minimum copy zooming range from 50% to 200% in 1% increments</p> <p>Minimum 30,000 monthly copying capacity</p> <p>Automatic document feeder (with minimum 50 sheet capacity up to A3 size)</p> <p>Automatic and manual copying density selection</p> <p>Two sided photocopying (duplex)</p> <p>Minimum 500 sheet holding capacity in bin (80g paper) and bypass function</p> <p>Up to A3 paper handling (both original size and copy size), 64-128g paper as well as OHP sheets, labels.</p> <p>Automatic shut off and power-saving mode. Power supply 220V / 50Hz</p> <p>Security password function</p> <p>Sorting function, minimum 10 sets (bin sorter or similar)</p> <p>Automatic stapling functions</p> <p>One cartridge (large capacity) to be included</p>
Training	<p>General Training Requirements (Annex II, Section 1.3) apply.</p> <p>On-site training for four people. Training shall be in Turkish; if not translation shall be provided by the contractor</p>
Warranty	<p>General Warranty (Annex II, Section 1.4) applies</p> <p>On-site service within warranty period</p>
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

LOT 9: MOTOR VEHICLES

Item N°	D e n o m i n a t i o n	Quantity
1	Automobile	20

9.1 Automobile

Denomination	Automobile
Required quantity	20
Minimum technical specifications	<p>1400-1900 cc diesel engine</p> <p>-----</p> <p>Cargo-carrier type (Fiat Doblo, Renault Kangoo, Citroen Berlingo, Peugeot Partner, Opel Combo, Ford Connect or similar)</p> <p>-----</p> <p>Gears: 5 forward and 1 reverse</p> <p>-----</p> <p>Power steering</p> <p>-----</p> <p>Air conditioner</p> <p>-----</p> <p>Automatic windows (front) and central lock</p> <p>-----</p> <p>Custom painted according to UMA specification; on the front doors the following text must be printed in dark blue color</p> <p style="text-align: center;">Republic of Turkey</p> <p style="text-align: center;">Undersecretariat for Maritime Affairs</p> <p style="text-align: center;">Ship Inspection</p> <p>-----</p> <p>2 airbags</p> <p>-----</p> <p>ABS</p> <p>-----</p> <p>Seating capacity: 4 persons</p>
Training	N/A
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	In addition to General Technical Documents (Annex II, Section 1.5), certificate for type-approval according to Turkish regulations must be provided
Delivery/Installation	Conditions in Annex II, Section 1.6 apply

LOT 10: CARGO HANDLING SIMULATORS

Item N°	D e n o m i n a t i o n	Quantity
1	Cargo handling simulator (ITU)	1
2	Cargo handling simulator (DEU)	1

10.1 Cargo Handling Simulator (ITU)

Denomination	Cargo Handling Simulator (ITU)
Required quantity	1
Minimum technical specifications, general	<p>The system is to be connected in a network enabling two instructors to conduct training of each one class of 12 trainees.</p> <p>Both instructor stations and all 24 trainee stations shall be connected to one server on same network.</p> <p>4 different Liquid Cargo Handling Simulator software suites (modules) shall be delivered: LCC/Crude Oil Tanker (e.g. 60,000 DWT), Chemical Tanker (e.g. 8,000 DWT), LNG carrier (e.g. 130,000 m3) and LPG carrier (e.g. 3000 m3)</p> <p>It shall be possible to carry out training in e.g. two of the four modules in one class of 12 trainees and the two other modules in the other class of 12 trainees, i.e. only 12 and not 24 licenses is necessary for each module.</p> <p>The simulation system/training shall be compliant to STCW 95, MARPOL, ISM, ICG and other relevant IMO regulations.</p> <p>System shall include possibilities for assessment of the competence of trainees</p>
Min. tech. specs, software	<p>The instructor shall be able (for each module) to plan (e.g. by exercise editor), start, change and stop the exercise for each individual trainee or the group. Further it shall be possible to monitor, record (logging) of each trainee. The system shall include help, briefing and debriefing facilities.</p> <p>The following software modules shall be supplied:</p> <p>LCC/Crude Oil Tanker (e.g. 60,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, oil discharge monitor equipment and load calculation system (incl. stability, trim/heel and strength issues)</p>

Denomination	Cargo Handling Simulator (ITU)
	<p>Chemical Tanker (e.g. 8,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, heating system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p> <p>LNG carrier (e.g. 130,000 m³, 4 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p> <p>LPG carrier (e.g. 3000 m³, 2 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, heating/re-liquefaction functions, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p>
Min. tech. specs, hardware	1 pcs. Server station comprising
CPU	Pentium Xeon MP 2.0GHz/1MB or similar
Installed memory	1 GB. Possible expansion to 4 GB without expansion kit. 64 MB Video RAM (on video card)
Bus	PCI-X with seven expansion slots, each 64-bit/100 MHz or similar Hot swap PCI-X expansion ports or similar
Hard disk	Total capacity min. 120 GB. Interface ATA-100. Average seek time 9 ms or lower.
Other drives	CD R/W 52x32x52 speed. 1.44 MB floppy drive.
Monitor	15" CRT with 1024x768 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port.
Operating system	MS Windows Server 2003 Enterprise Edition or similar. - Support for up to 4 GB RAM - Maximum number of concurrent users will be 30 or less
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
Min. hardware tech. spec.	2 pcs. Instructors station comprising
CPU	Pentium 4 or equivalent, minimum 2.4GHz.

Denomination	Cargo Handling Simulator (ITU)
Installed memory	512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output
Motherboard	Minimum bus speed 533 MHz; PCI with at least 2 expansion slots
Hard disk	Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.
Other drives	CD R/W 52x32x52 speed. 1.44 MB floppy drive.
Monitor	2 pcs. 19" LCD with 1280x1024 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers, A3 laser printer for printouts for debriefing purposes
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port
Operating system	Windows XP Professional or equivalent, pre-installed
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
	24 pcs. Trainee stations comprising
CPU	Pentium 4 or equivalent, minimum 2.4GHz.
Installed memory	512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output
Motherboard	Minimum bus speed 533 MHz; PCI with at least 2 expansion slots
Hard disk	Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.
Other drives	CD R 40X speed. 1.44 MB floppy drive.
Monitor	2 pcs. 19" LCD with 1280x1024 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port
Operating system	Windows XP Professional or equivalent, pre-installed
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
	2 sets Debriefing Equipment each consisting of
	1 pcs. LCD or DLP projector with 1280x1024 resolution, min. 1100 Lumen, remote control, video splitter, cables and ceiling mount console

Denomination	Cargo Handling Simulator (ITU)
	1 pcs. Projector screen, min. size 170x230cm with wall mount console
Other conditions	The simulator system shall be delivered and installed complete in every respect and all necessary hardware and software shall be delivered for proper and efficient performance.
Training	<p>General Training Requirements (Annex II, Section 1.3) apply.</p> <p>Training of Instructors (teachers) including all parts and modules of the simulator software in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p> <p>Technical training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure and the simulator software installation for on-site maintenance and repair in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p>
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	<p>General Technical Documents (Annex II, Section 1.5) apply, including the following documentation:</p> <ul style="list-style-type: none"> ○ Instructor's manual (3 copies) including basic system description and Instructor's facilities in Turkish or English ○ User's (trainee's) manual (24 copies) including basic system description, description of the simulation software models "Quick-start" guide (24 copies) in Turkish shall be delivered. ○ Technical manuals (3 sets) including system description (all hardware and software configuration and arrangement incl. network facilities, debriefing equipment), maintenance and trouble shooting guide in Turkish or English
Delivery/Installation	<p>Conditions in Annex II, Section 1.6 apply</p> <p>Installation of all hardware and software including test of the complete system and all functions at ITU Denizcilik Fakültesi, A Blok Manastır Yolu Üzeri 34940, Tuzla, İstanbul-Turkey shall be included.</p>

10.2 Cargo Handling Simulator (DEU)

Denomination	Cargo Handling Simulator (DEU)
Required quantity	1
Minimum technical specifications, general	<p>The system is to be connected in a network enabling one instructor to conduct training of one class of 6 trainees.</p> <p>-----</p> <p>Instructor stations and all 6 trainee stations shall be connected to one server on same network.</p> <p>-----</p> <p>4 different Liquid Cargo Handling Simulator software suites (modules) shall be delivered: LCC/Crude Oil Tanker (e.g. 60,000 DWT), Chemical Tanker (e.g. 8,000 DWT), LNG carrier (e.g. 130,000 m3) and LPG carrier (e.g. 3000 m3)</p> <p>-----</p>

Denomination	Cargo Handling Simulator (DEU)
	<p>It shall be possible to carry out training simultaneously in a mix of modules.</p> <p>The simulation system/training shall be compliant to STCW 95, MARPOL, ISM, ICG and other relevant IMO regulations.</p> <p>System shall include possibilities for assessment of the competence of trainees</p>
Min. tech. specs, software	<p>The instructor shall be able (for each module) to plan (e.g. by exercise editor), start, change and stop the exercise for each individual trainee or the group. Further it shall be possible to monitor, record (logging) of each trainee. The system shall include help, briefing and debriefing facilities.</p> <p>The following software modules shall be supplied:</p> <p>LCC/Crude Oil Tanker (e.g. 60,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, oil discharge monitor equipment and load calculation system (incl. stability, trim/heel and strength issues)</p> <p>Chemical Tanker (e.g. 8,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, heating system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p> <p>LNG carrier (e.g. 130,000 m³, 4 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p> <p>LPG carrier (e.g. 3000 m³, 2 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, heating/re-liquefaction functions, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)</p>
Min. tech. specs, hardware	1 pcs. Server station comprising
CPU	Pentium Xeon MP 2.0GHz/1MB or similar
Installed memory	1 GB. Possible expansion to 4 GB without expansion kit. 64 MB Video RAM (on video card)
Bus	PCI-X with seven expansion slots, each 64-bit/100 MHz or similar Hot swap PCI-X expansion ports or similar
Hard disk	Total capacity min. 120 GB. Interface ATA-100. Average seek

Denomination	Cargo Handling Simulator (DEU)
	time 9 ms or lower.
Other drives	CD R/W 52x32x52 speed. 1.44 MB floppy drive.
Monitor	15" CRT with 1024x768 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port.
Operating system	MS Windows Server 2003 Enterprise Edition or similar. - Support for up to 4 GB RAM - Maximum number of concurrent users will be 30 or less
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
Min. hardware tech. spec.	1 pcs. Instructors station comprising
CPU	Pentium 4 or equivalent, minimum 2.4GHz.
Installed memory	512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output
Motherboard	Minimum bus speed 533 MHz; PCI with at least 2 expansion slots
Hard disk	Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.
Other drives	CD R/W 52x32x52 speed. 1.44 MB floppy drive.
Monitor	2 pcs. 19" LCD with 1280x1024 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers, A3 laser printer for printouts for debriefing purposes
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port
Operating system	Windows XP Professional or equivalent, pre-installed
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
	6 pcs. Trainee stations comprising
CPU	Pentium 4 or equivalent, minimum 2.4GHz.
Installed memory	512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output
Motherboard	Minimum bus speed 533 MHz; PCI with at least 2 expansion slots
Hard disk	Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.

Denomination	Cargo Handling Simulator (DEU)
Other drives	CD R 40X speed. 1.44 MB floppy drive.
Monitor	2 pcs. 19" LCD with 1280x1024 resolution
Other peripherals	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers
Ports and communication	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port
Operating system	Windows XP Professional or equivalent, pre-installed
Other pre-installed software	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software
	1 sets Debriefing Equipment each consisting of 1 pcs. LCD or DLP projector with 1280x1024 resolution, min. 1100 Lumen, remote control, video splitter, cables and ceiling mount console 1 pcs. Projector screen, min. size 170x230cm with wall mount console
Other conditions	The simulator system shall be delivered and installed complete in every respect and all necessary hardware and software shall be delivered for proper and efficient performance.
Training	General Training Requirements (Annex II, Section 1.3) apply. Training of Instructors (teachers) including all parts and modules of the simulator software in Turkish (if not translation shall be provided by the contractor) for ten people shall be included. Technical training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure and the simulator software installation for on-site maintenance and repair in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.
Warranty	General Warranty (Annex II, Section 1.4) applies
Technical Documents	General Technical Documents (Annex II, Section 1.5) apply, including the following documentation: <ul style="list-style-type: none"> ○ Instructor's manual (3 copies) including basic system description and Instructor's facilities in Turkish and English ○ User's (trainee's) manual (6 copies) including basic system description, description of the simulation software models "Quick-start" guide (6 copies) in Turkish shall be delivered. Technical manuals (3 sets) including system description (all hardware and software configuration and arrangement incl. network facilities, debriefing equipment), maintenance and trouble shooting guide in Turkish and English

Denomination	Cargo Handling Simulator (DEU)
Delivery/Installation	Conditions in Annex II, Section 1.6 apply Installation of all hardware and software including test of the complete system and all functions at DEU Dokuz Eylül Üniversitesi, Deniz İşletmeciliği ve Yönetimi Yüksek Okulu, Kaynaklar Yerleşkesi 35160, Buca, İzmir-Turkey shall be included.

Part 2 - the Contractor's technical offer

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 1: Marine Electronic Equipment

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
1.1	20	EPIRB Testing Device	Unit price	
1.2	20	GMDSS SART Testing Device	Unit price	
1.3	20	Screening Device for Testing Equipment	Unit price	
1.4	175	VHF Marine Radio	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 2: Safety Equipment and Wear (Surveyors)

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
2.1	450	Coverall	Unit price	
2.2	1600	Sweat Band	Unit price	
2.3	200	Gloves	Unit price	
2.4	200	Safety Goggles	Unit price	
2.5	250	Safety Helmet	Unit price	
2.6	1600	Dust mask	Unit price	
2.7	200	Backpack	Unit price	
2.8	200	Surveyors Hammer	Unit price	
2.9	200	Work Shoes	Unit price	
2.10	200	Pocket Flashlight	Unit price	
2.11	100	Security Flashlight	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 3: Safety Equipment and Wear (Fire Fighting)

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
3.1	25	Breathing Apparatus	Unit price	
3.2	3	Storage Unit For Breathing Apparatus	Unit price	
3.3	22	Fireman's Outfit (Aluminise)	Unit price	
3.4	13	Fireman's Outfit (Nomex)	Unit price	
3.5	35	Fireman's Boots	Unit price	
3.6	35	Fireman's Gloves	Unit price	
3.7	35	Fireman's Helmets	Unit price	
3.8	35	Axe	Unit price	
3.9	35	Fire Safety Torch	Unit price	
3.10	35	Safety Belt	Unit price	
3.11	3	Storage Unit For Fire Fighting Equipment	Unit price	
3.12	35	Life Line	Unit price	
3.13	4	Dual Purpose Type Nozzles	Unit price	
3.14	2	Portable Foam Applicator	Unit price	

3.15	2	Foam Mixer/Proportioner	Unit price	
3.16	6	Immersion Suit	Unit price	
3.17	4	Fire Hose (4" diam. 20 m. long delivery hose)	Unit price	
3.18	4	Fire Hose (3" diam. 20 m long delivery hose)	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at: [.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 4: Digital Measurement Devices

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
4.1	20	Digital Thermometer	Unit price	
4.2	20	Ultrasonic Metal Thickness Gauge	Unit price	
4.3	24	Portable Multigas Measuring Device	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 5: Clean Air Compressors

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
5.1	2	Clean Air Compressor	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

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NAME OF TENDERER: [.....]

LOT 6: Computer Software (Marine)

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
6.1	1	Ship Stability Software	Unit price	
6.2	4	Maritime Rules and Regulations Software	Unit price	
		TOTAL (Equipment)	Subtotal	
	1	Training Cost (Ship Stability Software)	Unit price	
		TOTAL (Services)	Subtotal	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 7: Computer Hardware and Software

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
7.1	103	Desktop Computer	Unit price	
7.2	37	Laptop Computer	Unit price	
7.3	39	Laser Printer	Unit price	
7.4	33	Portable Ink-jet Printer	Unit price	
7.5	33	Digital Camera	Unit price	
7.6	1	Computer Server	Unit price	
7.7	1	Firewall	Unit price	
		TOTAL (Equipment)	Subtotal	
	1	Training Cost (Computer Server and Firewall)	Unit price	
		TOTAL (Services)	Subtotal	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 8: Office Equipment

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
8.1	20	Technical Drawing Table	Unit price	
8.2	20 sets	Map measurement and drawing stationary apparatus	Unit price	
8.3	165	Locker	Unit price	
8.4	2	Stapler	Unit price	
8.5	1	Photocopying Machine	Unit price	
		TOTAL (Equipment)	Subtotal	
	1	Training Cost (Photocopying Machine)	Unit price	
		TOTAL (Services)	Subtotal	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 9: Motor Vehicles

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT UMA PREMISES EUROS	TOTAL EUROS
9.1	20	Automobile	Unit price	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III: MODEL FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: EuropeAid/116319/D/S/TR

NAME OF TENDERER: [.....]

LOT 10: Cargo Handling Simulators

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY AND INSTALLATION [DDP] AT ITU AND DEU PREMISES EUROS	TOTAL EUROS
10.1	1	Cargo handling simulator, ITU	Unit price	
10.2	1	Cargo handling simulator, DEU	Unit price	
		TOTAL (Equipment)	Subtotal	
	1	Training Cost	Unit price	
		TOTAL (Services)	Subtotal	
		GRAND TOTAL	Total cost	

In words: EUR

Done at:[.....], [././.]

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX III-B: Model financial offer for Proposed Spare Parts and Consumables - Lot 1-10¹⁵

Page No [...of...]

PUBLICATION REFERENCE: [.....]

NAME OF TENDERER: [.....]

A	B	C	D	E
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY [DDP] PLACE OF ACCEPTANCE [according to clause 1.6.1 in the Technical Specifications] EUROS	TOTAL EUROS
1				
2				
			Total cost	

In words: EUR

Done at:[...], [././.] by [name]

it shall be provided for the indicated lots as required in Article 1.3 and 11 of the Instruction to Tenderer

ANNEX IV: MODEL PERFORMANCE GUARANTEE

[On the headed notepaper of the financial institution providing the guarantee]

Title of contract: Support to the Enhancement of Safety of Maritime Transport

Identification number: EuropeAid/116319/D/S/TR

We the undersigned, *[name, company name, address]*, hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to Central Finance and Contracts Unit (CFCU), Ministry of Foreign Affairs, Ehlbeyt Mah. 6. Sok. No: 16/8, Ekşioğlu İş. Mrk. 06520 Balgat, Ankara - Turkey on behalf of *[Contractor's name and address]*, the payment of *[amount of the performance guarantee]*, representing the performance guarantee mentioned in Article 11 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

This guarantee shall enter into force and take effect from *[indicate the date of entry into force of the contract]*.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of receipt of the final statement *[except for the part assigned to the after sales service as stipulated in the Special Conditions]*.

Any dispute concerning this guarantee shall be governed by *[enter the law applicable]* and fall within the competence of *[indicate which jurisdiction applies]*.

Name: Position:

Signature:

Date: <Date>

ANNEX V: PRE-FINANCING GUARANTEE FORM

[On the headed notepaper of the financial institution providing the guarantee]

Title of contract: Support to the Enhancement of Safety of Maritime Transport

Identification number: EuropeAid/116319/D/S/TR

We, the undersigned, **[name, company name, address]**, hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to Central Finance and Contracts Unit (CFCU), Ministry of Foreign Affairs, Ehlíbeyt Mah. 6. Sok. No: 16/8, Ekşiođlu İş. Mrk. 06520 Balgat, Ankara - Turkey on behalf of **[Contractor's name and address]**, the payment of **[indicate the amount of the pre-financing / balance]**, corresponding to the pre-financing/balance as mentioned in Article 26.1 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

The guarantee will enter into force and take effect from the **[indicate the date of payment of the pre-financing / balance]**.

We note that you will release the guarantee and notify us of the fact at the latest **[within sixty days of provisional / final acceptance of the goods / within thirty days of receipt of the final statement]**.

Any dispute concerning this guarantee shall be governed by **[enter the law applicable]** and fall within the competence of **[indicate which jurisdiction applies]**.

Name: Position:

Signature:

Date: <Date>

ANNEX VI: TAX AND CUSTOMS PROVISIONS

1. No taxes, duties or levies payable shall be charged to the Community's financial contribution.
2. With respect to public contracts financed by the Community in the context of co-operation, the Beneficiary country shall apply tax and customs arrangements no less favourable than those applied to the most-favoured nation, or international organisation.
3. Without prejudice to the above paragraphs, the following provisions shall apply to public contracts financed by the Community:
 - 3.1. Contracts shall not be subject to stamp duty and registration duty as provided for by the law of the Beneficiary country. Persons not resident in the Beneficiary country shall be subject to stamp duty on their registration card at a rate depending on the period for which they remain in the said country.
 - 3.2. Goods, works and services financed by the Community for the State, local administrative units, public bodies or public-interest associations shall be exempt from VAT or similar taxes.
 - 3.3. Natural persons not nationals and not resident in the Beneficiary country carrying out service contracts financed by the Community shall not be subject to income tax or turnover tax in the Beneficiary country during the period of their contract.

Legal persons, in the same way, provided that they don't have their principal establishment in the said country.

- 3.4. Profit and/or income arising from the execution of supply and works contracts shall be taxable according to the tax system of the Beneficiary country if the natural or legal persons who make such profit and/or obtain such income have their principal establishment in the said country.
- 3.5. Equipment and materials required for the execution of public works, supply or service contracts may be imported temporarily into the Beneficiary country as provided for by its national legislation, with import duties and taxes suspended.

The Beneficiary country shall authorise the contractor to import temporarily, use and re-export such equipment.

- 3.6. Goods which are the subject of a public supply contract shall be imported into the Beneficiary country free of import duties and taxes.
- 3.7. Personal and household effects imported for use by natural persons (and members of their family) responsible for executing contracts, other than persons recruited locally, shall be exempt from import duties and taxes.

Such exemption shall be granted provided that the period of residence is at least one year and on condition that a properly substantiated request for exemption is submitted to the competent authorities within six months of the date of arrival. However, if a contract is unexpectedly completed before a year has elapsed, the goods may be re-exported without payment of duties, taxes or

charges. If the said goods are not re-exported they shall be subject to the duties and charges applicable in the Beneficiary country.

- 3.8. Duties and taxes shall also be suspended for the temporary import of one car per expert for the duration of the contract.

C. FURTHER INFORMATION

GLOSSARY

Successful tenderer: The tenderer selected at the end of the procedure for the award of the contract.

Contracting Authority: The party which concludes the contract as provided in the Financing Agreement, be it the Commission for and on behalf of the beneficiary, a country or a legal person governed by public or private law, as mentioned in the financing agreement.

Project Manager: 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.

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.

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.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications 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).

Evaluation committee: A committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the provision of the supplies.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, 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 or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.

There is 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.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

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 in the country of the Contracting Authority, the period expires at the end of the next working day.

Day: Calendar day.

In writing: This includes any hand-written, typed or printed communication, including telex, cable and fax transmissions.

Supply contract: Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. The delivery of products may in addition include siting, installation and maintenance.

Foreign currency: Any currency, other than the euro, which is permissible under the applicable provisions and regulations and has been indicated in the tender.

National currency: The currency of the country of the Contracting Authority.

Tender price: The sum stated by the tenderer in its tender for carrying out the contract.

Contract value: The sum stated in the contract representing the initial estimate payable for carrying out the supplies, or such other sum as ascertained at the end of the contract as due under the contract.

Most economically advantageous tender: The tender deemed to be best in terms of the specific criteria laid down for the contract in question, 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.

Tenderer: Any natural or legal person or group thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively.

Open procedure: Calls for tender are open where all interested economic operators may submit a tender.

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.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

ADMINISTRATIVE COMPLIANCE GRID

Title of project: **SUPPORT TO THE ENHANCEMENT OF SAFETY OF MARITIME TRANSPORT**

Publication reference: **EuropeAid/116319/D/S/TR**

Project number: **TR0203-02**

No	Checked Item	Grounds ¹⁶	Tender envelope number						
			1	2	3	4	5	6	7
1	Period of validity of the offer	Instr. Art. 8 Tender submission form §3.5							
2	Language as required	Instr. Art. 9.1							
3	Required number of copies (original and 5 copies)	Instr. Art. 10.2							
4	Tenderer's declaration signed and stamped (by all consortium partners, for a consortium)	Tender submission form §3							
5	Price in Euro	Instr. Art. 6							
6	Technical offer	Instr. Art. 11.1							
7	Financial offer	Instr. Art. 11.2							
8	The details of the bank account (Financial Identification filled in)	Instr. Art. 11.3 Annex to Tender submission form							
9	Eligible origin and proper statement attesting the origin of the supplies tendered	Instr. Art. 4.1 & 11.4							
10	Duly authorised signature	Instr. Art. 11.5 Tender submission form §3							
11	A description of the commercial warranty tendered	Instr. Art. 11.6							
12	Tender guarantee for the required amount in required form	Instr. Art. 11.7							
13	A statement to the effect that they are not in any of the situations listed in section 2.3.3 of the Practical Guide to contracts procedures financed by the general budget of the European Communities in the context of external actions	Instr. Art. 11.11							
14	Document certifying Tenderer's nationality (e.g. extract from Commercial Register)	Instr. Art. 11.12							

Instr. Art. refers to an article in Instructions to Tenderer, Part A

15	All pages of the Financial Offer and of the Special Conditions and the front pages of Technical Specifications and General Conditions initialled.	Instr. Art. 11.12							
16	Duly completed Tender Form for a Supply Contract	Instr. Art. 11.12							
17	Leader of a consortium designated	Instr. Art. 18.1 Tender submission form §1							
18	Overall decision (Accepted/Rejected)								

(√) – fulfilled; (-) – unfulfilled; n/a – not applicable

Chairman's name	
Chairman's signature	
Date	

TECHNICAL EVALUATION GRID

LOT N°. 1: MARINE ELECTRONIC EQUIPMENT

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance Y/N					
		Tenderers:					
		1	2	3	4	5	6
1.1	EPIRB Testing Device						
	Portable						
	Receives and decodes all types of COSPAS and SARSAT distress beacon signals						
	The instrument shall be able to check emission on the 121.5 MHz using the self-check mode or an appropriate device to avoid activating the satellite system						
	Measures signal magnitudes and phase deviation						
	Records message format and data						
	Measures 406 MHz carrier frequency						
	LCD screen and simple operation in English						
	Records data and time						
	Software to be upgradeable						
	Built-in connection for output to printer or computer. Special printer (if necessary) and/or software (if necessary) and cable to be supplied						
	Power supply unit, rechargeable battery and charger to be supplied						
	Case and shoulder strap to be supplied						
	The testing equipment shall be capable of performing all the relevant measurements required in the relevant rules and guidelines, e.g. "Guidelines on annual testing of 406 MHz Satellite EPIRBs, as required by new SOLAS regulation IV/15.9" (IMO - MSC/Circ. 1040, 28 May 2002)						
	General Warranty (Annex II, Section 1.4) applies						

	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
1.2	GMDSS SART Testing Device						
	Portable						
	Measures and displays carrier frequency, duration of response and output power						
	Independent from ships own radar						
	Sensitivity test						
	LCD screen and simple operation (English)						
	Records data and time for later retrieval						
	Built-in connection for output to printer or computer. Special printer (if necessary) and/or software (if necessary) and cable to be supplied						
	Power supply unit, rechargeable battery and charger to be supplied						
	The testing equipment shall be capable of performing all the relevant measurements required in the relevant rules and guidelines e.g. to the SOLAS 74 - 88, IMO resolutions A.695(17) and A.810(19), the COSPAS/SARSAT procedures T.007 and RS rules M.628-2.						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
1.3	Screening Device for Testing Equipment						
	Portable, lightweight, flexible						
	Operating after the Faradays Cage -principle						
	The testing equipment shall enable Item 1 of Lot 1 to perform all the relevant measurements required in the relevant rules and guidelines e.g. to the SOLAS 74 - 88, IMO resolutions A.695(17) and A.810(19), the COSPAS/SARSAT procedures T.007 and RS rules M.628-2 in operation mode without significant radiation to surroundings and thereby causing a risk for false alert						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						

1.4	VHF Marine Radio					
	Handheld, compact (palm size)					
	Submersible, waterproof construction					
	Heavy-duty type					
	Min. 1 W output					
	Digital screen					
	Receives marine channels					
	Channel scanning and monitoring					
	Rechargeable battery and charger (table type) to be supplied					
	Spare parts: One rechargeable battery per unit					
	General Warranty (Annex II, Section 1.4) applies					
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply					

Evaluator's name	
Evaluator's signature	
Date	

LOT N°. 2: SAFETY EQUIPMENT AND WEAR (SURVEYORS)

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
2.1	Coverall						
	Full front zipper (opens both ways)						
	With loops and pockets for attaching portable tools and devices. Pen/mobile phone pocket on arms. Side pockets which provide access to trousers						
	Material allows air circulation						
	Machine washable at 60°C						
	Customized according to UMA requirements; at the back side of the all coveralls the following text must be printed in dark blue color “ Republic of Turkey / Undersecretariat for Maritime Affairs / Ship Inspection ” also there must be reflective stripes (parallel two lines) around the waist, ankles and wrists in white color						
	100 items in orange colour, 350 items in white colour.						
	Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.2	Sweatband						
	Made of white cotton						
	To be used on the forehead and on wrists						
	Minimum one year (unused items only)						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.3	Gloves						

	Cotton, polka-dot non-slip palm working gloves						
	Dark colour						
	Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.4	Safety Goggles						
	Fully transparent anti-scratch PVC						
	Covers front and sides, with ventilation openings						
	Adjustable elastic strap						
	Can be worn over prescription glasses						
	Complies EN 166B Safety Specifications						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.5	Safety Helmet						
	White						
	Adjustable head cradle and chin strap						
	Custom painted according to UMA requirements; on the front side of the Safety Helmets the following text must be printed in dark blue color “ Republic of Turkey / Undersecretariat for Maritime Affairs / Ship Inspection ”						
	Complies with EN 397						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.6	Dust Mask						
	Elastic twin head-strap						

	Approved according to EN 149:2001 FFP2S or better						
	Warranty: Minimum one year (unused items only)						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.7	Backpack						
	2 main spaces; each one large enough to carry a laptop computer, file folder and books or coverall and additional equipment						
	Made of weather-proof and anti-static heavy-duty material						
	Small pockets with zippers on front and sides for carrying small items such as flashlight, hammer.						
	Dark blue colour with reflective stripes						
	Size: H40-50 x W30-40 x D30-40 cm						
	Customized according to UMA requirements; on the front side of the backpacks the following text must be printed in white “ Republic of Turkey / Undersecretariat for Maritime Affairs / Ship Inspection ” also there must be reflective stripes (parallel two lines) around the backpacks printed horizontally.						
	Complete with waistband, padded shoulder straps, carrying strap and padded back						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.8	Surveyors Hammer						
	Hammer to be used for steel plate inspections (pointed pein hammer). One end to be cone shaped and the other end to be with round striking face						
	Forged high carbon steel head correctly hardened and tempered						
	Total length 20-30cm						
	Total weight 300-500g						
	Wooden or plastic handle						
	Warranty: Minimum one year						

	Delivery: Conditions in Annex II, Section 1.6 apply						
2.9	Work Shoes						
	Black leather or other heavy-duty material						
	Non slip bottom						
	Steel reinforced toe						
	Resistant to oil						
	Boot style (covering ankle)						
	Complies EN 345-1+A1:1998 S3+HRO and Directive 89/686/EEC						
	Size 39 (quantity: 10), 40 (quantity: 20), 41 (quantity: 40), 42 (quantity: 50), 43 (quantity: 50), 44 (quantity: 20), 45 (quantity: 10)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
2.10	Pocket Flashlight						
	Made of water and shock resistant plastic, aluminium or similar anticorrosive material						
	Works with min. 3 pcs. IEC LR6, "AA" size or 2 pcs. of IEC LR14, "C" size batteries						
	With halogen or krypton light bulb						
	High-intensity adjustable light beam (spot to flood)						
	Wrist strap						
	Pocket size						
	One spare lamp for each flashlight and 1 set of alkaline batteries to be included.						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						

2.11	Security Flashlight						
	Water and shock proof						
	Case of aluminium alloy or other anticorrosive material in durable (heavy duty) execution						
	Uses 2-4 batteries (IEC LR20, "D" size)						
	With halogen, krypton, xenon or similar light bulb						
	High-intensity adjustable light beam (spot to flood)						
	Red, yellow or other distinct colour						
	One spare lamp for each flashlight and 1 set of alkaline or similar batteries to be included						
	Complies with EEx ia e IIC T4, IP54 or better						
	Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						

Evaluator's name	
Evaluator's signature	
Date	

LOT N° 3: SAFETY EQUIPMENT AND WEAR (FIRE FIGHTING)

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
3.1	Breathing Apparatus (SCBA, Self-contained Compressed-air-operated Breathing Apparatus)						
	To be supplied complete with bottles, mask, valves, manometers and other SOLAS required parts.						
	One spare tube to be supplied for each set						
	Maintenance tools. to be supplied						
	All parts compliant with SOLAS FFE Code						
	Compliant with MarED A.1/3.7 – 96/98/EC and A.1/3.8 – 96/98/EC and applicable amendments						
	Compliant with EN 137 (1993), EN 136 (1998), EN 138 (1994) (testing) as applicable						
	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1, 3.2.1.2 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.2	Storage Unit for Breathing Apparatus (SCBA)						
	Capacity to store min. 15 complete sets of SCBA and spare tubes						
	Metal construction						
	Fittings for padlock(s) on door(s)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						

3.3	Fireman's Outfit (Aluminise)						
	Material to be Flameguard aluminised fire suit, aluminised cotton, rayon, fibre glass or similar						
	Complete Fireman's Suit as specified in SOLAS FFE Code (without boots, helmet and gloves)						
	All parts compliant with SOLAS FFE Code						
	Compliant with MarED A.1/3.3 - 96/98/EC and applicable amendments (close proximity clothing)						
	Compliant with EN 469 (1995), EN 531 (1995) + A1 (1998), EN 1486 (1996), ISO 15538 (2001) (testing) as applicable						
	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.4	Fireman's Outfit (Nomex)						
	Material to be Nomex or equivalent						
	Jacket to be provided with front zipper extending to top of collar						
	Compliant with SOLAS FFE Code						
	Trousers to be with fly zipper, adjustable braces, elastic intake on the back and pockets on both sides						
	Compliant with MarED A.1/3.3 - 96/98/EC and applicable amendments (close proximity clothing)						
	CE approved according to EN 469 (1995), EN 531 (1995) + A1 (1998), EN 1486 (1996), ISO 15538 (2001) (testing) as applicable						
	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.5	Fireman's Boots						

	Made of black tanned hydrophobic waterproofed leather in combination with Cordura fabric material or similar						
	Lined with Sympatex, GoreTex or similar climate membrane, watertight and breathable						
	Highly abrasion-resistant						
	Lacing (if any) with Nomex or similar heat-resistant laces						
	Reinforced toe						
	Nitrile or similar outsole, anti static and skid-proof, with air chambers or similar for comfort						
	Oil and petrol (gasoline) -proof						
	Compliant with SOLAS FFE Code						
	Compliant with EN 345 S3 FPA, HRO HI CI or similar						
	Compliant with MarED A.1/3.4 – 98/85/EC and applicable Amendments						
	Compliant with EN 344 (1992) + AC (1993) + A1 (1997), EN 344-2 (1996), EN 345 (1992) + A1 (1997), EN 345-2 (1996) Class 2, IEC 60903 (1993) (testing) as applicable						
	Compliant according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.2 (FSS Code)						
	40 (quantity: 2), 41 (quantity: 5), 42 (quantity: 10), 43 (quantity: 12), 44 (quantity: 5), 45 (quantity: 1)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.6	Fireman's Gloves						
	Five-finger construction with wing thumb construction						
	Leather palm and skin back or similar for softness and comfort, excellent dexterity, high abrasion resistance and anti-slip on wet and smooth surfaces						
	Liner/Moisture Barrier System (GoreTex or similar)						
	Thermal lining (Kevlar/Nomex or similar)						
	Compliant with SOLAS FFE Code						
	Compliant with MarED A.1/3.5 - 96/98/EC and applicable Amendments						

	Compliant with EN 659 (1996) (testing)						
	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.1 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.7	Fireman's Helmet						
	Glass fibre reinforced helmet, shell in yellow or white colour.						
	To comply with CEN TC 185/WG 3 N 65 (EU Standard) with EN 443 approval.						
	Interior harness to be adjustable in size and exchangeable.						
	Adjustable safety type chin-strap with "Velcro" fastening according to EN443.						
	The helmet shall allow for all types of BA masks.						
	The helmet shall be complete with standard neck protection, made of flame resistant Polyurethane or similar						
	Compliant with SOLAS FFE Code						
	Compliant with MarED A.1/3.6 - 96/98/EC and applicable Amendments						
	Compliant with EN 443 (1997) (testing)						
	Compliant and type approved according to SOLAS Regulation II-2/10.10.1, Regulation X/3, IMO Resolution MSC.98(73) Ch 3.2.1.1.3 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.8	Axe						
	Fireman's axe with fire-resistant handle						
	30–40 cm in length						

	Forged high carbon steel head correctly hardened and tempered						
	High-voltage insulation						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.9 Fire Safety Torch							
	Electric safety lamp (hand lantern) according to SOLAS						
	Water and shock proof						
	Case of aluminium alloy or other anticorrosive material in durable (heavy duty) antistatic execution						
	Uses 2-4 batteries (IEC LR20, "D" size)						
	With halogen, krypton, xenon or similar light bulb						
	High-intensity adjustable light beam (spot to flood)						
	Red, yellow or other distinct colour						
	One spare lamp for each flashlight and 1 set of alkaline or similar batteries to be included						
	Compliant with EN 50014, EN 50019, EN 50020						
	Compliant with MarED A.2/3.8						
	Certification: EEx ia e IIC T4, IP65						
	Electric safety lamp (hand lantern) according to SOLAS						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.10 Safety Belt							
	Compliant to DIN EN 358 standards						
	Wide surface to cover waist area with padded underside for comfort						

	With a safety rope with clip, adjustable up to 1.5 metres						
	With a lock mechanism that can be clipped on & off easily						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.11	Storage Unit for Fire Fighting Equipment						
	Capacity to store min. 15 complete sets of outfit (clothes, boots, gloves, helmets, axes)						
	Metal construction						
	Fittings for padlock(s) on door(s)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.12	Lifeline						
	Min. 30 meters in length and with the snap hook mechanism at both ends						
	Fire proof material						
	Compliant with MarED A.1/3.44 - 96/98/EC and applicable Amendments						
	Compliant with IMO MSC.98 (73) Ch 3.2.1.3 (FSS Code) [1] (testing)						
	Compliant with SOLAS Regulation II-2/10.1, IMO Resolution MSC.97(73) 7.10.3.3 (2000 HSC Code), IMO Resolution MSC.98(73) Ch 3.2.1.3 (FSS Code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.13	Dual Purpose Type Nozzle						
	Compliant with SOLAS (FFE code)						

	Attachable to hoses specified in Lot 3 Item 18 (STORZ B (DIN) coupling)						
	Provided with (3") STORZ B (DIN) instantaneous coupling.						
	The branch pipe valve shall allow for 3 positions: stop, full jet and spray.						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.14	Portable Foam Applicator						
	Compliant with SOLAS (FFE code)						
	Attachable to hoses specified in Lot 3 Item 18 (STORZ B (DIN) coupling)						
	Provided with (3") STORZ B (DIN) instantaneous coupling.						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.15	Foam Mixer/Proportioner						
	Compliant with SOLAS (FFE code)						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.16	Immersion Suit						
	No lifejacket requirement						
	Compliant with SOLAS (PPE code)						
	Compliant with MarED A.1/1.5 - 96/98/EC and applicable Amendments						
	Compliant with IMO Resolution MSC.81(70) (testing)						

	Compliant with and type approved according to SOLAS Regulation III/4, Regulation X/3						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.17	Fire Hose (4" Delivery Hose)						
	20m pieces						
	Universal brass couplings on both ends (102mm STORZ A (DIN))						
	Textile Reinforcement: high tenacity polyester/polyamide yarn (or similar), circular woven and totally embedded in the rubber compound						
	Lining and Cover: special high-grade synthetic rubber compound or similar durable execution.						
	Resistant to oil, fuel and chemicals.						
	Resistant to heat, flame and weathering						
	No cleaning and drying shall be required.						
	Compliant with MarED A.1/3.29 - 96/98/EC and applicable Amendments						
	Compliant with EN 671-2 (2001), EN ISO 15540 (2001), EN ISO 15541 (2001), ISO 15540 (1999), ISO 15541 (1999) (testing)						
	Compliant with and type approved according to SOLAS Regulation II-2/10.2.3.1.1, Regulation X/3						
	Warranty: Minimum one year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
3.18	Fire Hose (3" Delivery Hose)						
	20m pieces						
	Universal brass couplings on both ends (75mm STORZ B (DIN))						
	Textile Reinforcement: high tenacity polyester/polyamide yarn (or similar), circular woven and totally embedded in the rubber compound						

Lining and Cover: special high-grade synthetic rubber compound or similar durable execution						
Resistant to oil, fuel and chemicals						
Resistant to heat, flame and weathering						
No cleaning and drying shall be required						
Compliant with MarED A.1/3.29 - 96/98/EC and applicable Amendments						
Compliant with EN 671-2 (2001), EN ISO 15540 (2001), EN ISO 15541 (2001), ISO 15540 (1999), ISO 15541 (1999) (testing)						
Compliant with and type approved according to SOLAS Regulation II-2/10.2.3.1.1, Regulation X/3						
Warranty: Minimum one year						
Delivery: Conditions in Annex II, Section 1.6 apply						

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LOT N°. 4: DIGITAL MEASUREMENT DEVICES

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
4.1	Digital Thermometer						
	Non-contact Infrared thermometer with laser pointer for measuring heat on surfaces						
	Pistol grip type or pocket size						
	Heavy-duty type						
	Water and shock resistant						
	LCD screen						
	Minimum measuring range of 0°C to 250°C Degrees						
	Minimum resolution of 1°C						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						
4.2	Ultrasonic Metal Thickness Gauge						
	Measurement range from 2 mm to 99 mm						
	Minimum resolution of 0.1mm						
	Handheld, heavy duty type						
	Metric, English digital display						
	Different materials can be measured including steel, cast iron, non ferrous materials, plastic, epoxy resin and glass fibre						
	Shall be able to measure thickness of steel through paint.						

	Data logging capacity: Memory, output of MIN, MAX, AVG, VAR values.						
	Calibration tools to be delivered						
	Hard carrying case to be delivered						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						
4.3	Portable Multigas Measuring Device						
	Measures oxygen (O2), poisonous gasses (e.g. H2S and CO) and explosive gasses						
	The device should work with rechargeable battery (Ni MH or similar) for at least 10 hours without recharging						
	Audio warning of at least 85 dB(A) from 30 centimetres as well as vibration or visible alarm indication						
	Automatic self-checking against failure						
	Operating temperature between -20°C and +50 °C Humidity: 5-95%						
	Anti-static cover, heavy-duty with fitting for attaching to belt or a rope						
	Data sampling capacity or external alarm facility of minimum 10 meters distance. Necessary tubes, external pump, cables shall be included.						
	Data logging capabilities and data transfer to computer. Necessary special software (if any) and cables shall be included.						
	Calibration equipment to be supplied for at least 200 calibrations and at least four different gases						
	Compliance with EN 50057						
	Compliance (Exproof) CENELEC EEx ia IIC T4 class, Intrinsic safety or better						
	IP 54 class protection or better.						
	Compliance with MarED A.1/3.30 96/98/EC and applicable Amendments						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						

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LOT N°. 5: CLEAN AIR COMPRESSORS

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
5.1	Clean Air Compressor						
	Compressor for clean air filling (breathing air) of SCBA for fire fighting purposes						
	Portable						
	Filling capacity of at least 180 lts/min at 200 bar						
	Cylinder/step: three						
	Operates with a three-phase (3 x 400V) electric motor with minimum 3 kW / 4 HP						
	Filling ramp with minimum 2 x 225 bar filling valves. Separately venting of filling valves shall be possible						
	Standard Equipment shall include:						
	Oil, moisture and CO filters/separators						
	Central pressure gauge(s)						
	Safety valve against overpressure						
	Thermal protection						
	Manual star delta contactor						
	3 m power cord						
	All control buttons necessary for operation of the unit.						
	5 pcs. of each filter and other consumables to be supplied with each unit						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						

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LOT N°. 6: COMPUTER SOFTWARE (MARINE)

Ref. no.	MINIMUM TECHNICAL CRITERIA:	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
6.1	Ship Stability Software						
	Software shall be approved by Lloyd's Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS						
	Ship hull definition (hull lines, rooms, tanks) incl. transformation possibilities						
	Hydrostatic calculations incl. hydrostatic booklets, Bon Jean tables and curves, sectional area curves, standard stability tables and curves, trim tables and trim diagram, loading scale						
	Loading conditions incl. calculation of draught, trim, heel, stability, shear force, bending moment, allowed maximum/minimum values for shear force and bending moment						
	Check of stability against all relevant criteria for intact and damage stability e.g. IMO Res. A.265, SOLAS 90 Regulation 25, and SLF 42 proposal, IMO Probabilistic damage stability according to IMO MSC.19(58), SOLAS chapter II-1, part B.1, IMO res. A.684(17) and IMO A.265, damage stability with water on deck (RoRo, STAB90+50, Feb. 28, 1996, SOLAS 1995 Conference Resolution 14 and the so-called "Nordic Proposal", IMO Resolution A.649(16), IBC Code (Resolution MSC.4(48)), IGC Code (Resolution MSC.6(48)), and MARPOL)						
	Damage stability calculations including floodable length curves, (preferably) cross-flooding according to IMO Res. A. 266, actual stability and floating behaviour in given cases of damage or loading, calculation of subdivision indexes according to the rules for both passenger and dry cargo ships						
	Calculations related to inclining tests, e.g. GM calculations, lightweight calculation, centre of gravity, effect of hull deflection.						
	Report generation and plotting facilities						
	Metric and imperial units						
	Links to other software systems (e.g. NAPA, Tribon, Autokon, Nupas, AutoShip, Autocad (DXF or DWG))						
	Software to be able to run on high-end PC hardware with Microsoft Windows 2000 or similar "stand-alone" system						

	If additional software e.g. emulation software is necessary in addition to Microsoft Windows 2000, such software shall be included in the delivery						
	General Training Requirements (Annex II, Section 1.3) apply Complete training in all modules for 5 people to be carried out in Turkey. Duration is assumed to be 7 days (Ankara or Istanbul, 1 week including Saturday and Sunday). Training shall be in Turkish if not translation shall be provided by the contractor						
	General Warranty (Annex II, Section 1.4) applies "Hot-line" assistance and updates/maintenance for a period of two years shall be included in the delivery						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply Installation assistance in Turkey (Ankara or Istanbul, 1 day) shall be included in the delivery						
6.2	Maritime Rules and Regulations Software						
	Complete collection of IMO rules and regulations equal to or comparable to IMO Vega						
	Software to be recognised by Lloyd's Register of Shipping, Det Norske Veritas, Bureau Veritas, RINA or other Classification Society being member of IACS alternatively recognised by IMO						
	Software to be able to run on PC hardware with Microsoft Windows 2000 or similar "stand-alone" system						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						

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LOT N° 7: COMPUTER HARDWARE AND SOFTWARE

Ref. no.	MINIMUM TECHNICAL CRITERIA: (see Explanatory Notes)	Compliance					
		Y/N					
		Tenderers:					
		1	2	3	4	5	6
7.1	Desktop Computer (Mini Tower)						
	CPU: Pentium 4 or equivalent, minimum 2.4GHz						
	Installed memory: 512 MB (DDRAM); 64 MB Video RAM						
	Motherboard: Minimum bus speed 533 MHz; PCI with at least 2 expansion slots						
	Hard disk: Minimum capacity 40 GB. Interface ATA-100. Average seek time 9 ms or lower						
	Other drives: CD R/W 52x52x32 speed. 1.44 MB floppy drive.						
	Monitor: 15" LCD with 1024x768 resolution						
	Other peripherals: Turkish Q keyboard, optical cable mouse with scroll-wheel, internal 12 W speakers						
	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port						
	56 kbps internal modem (only applicable to 30 out of 103 units)						
	Operating system: Windows XP Professional or equivalent						
	Other pre-installed software: Microsoft Office XP Professional or equivalent, Anti-virus software						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
7.2	Laptop Computer						
	CPU: Pentium 4 or equivalent, 2.4GHz						
	Installed Memory: 512 MB (DDRAM); 64 MB Video RAM						

	Hard disk: 40 GB. Average seek time 13 ms or lower.						
	Other drives: CD ROM 52x speed. 1.44 MB floppy drive.						
	Monitor: 14" active matrix (TFT) LCD with 1024x768 resolution						
	Ethernet card 10/100 Mbps with RJ-45 connection, 2 USB 2.0 ports, 1 parallel port, infrared (I/R) port, 1 PCMCIA slot, 56 kbps internal modem						
	Other peripherals: Turkish Q keyboard, touchpad mouse, optical cable mouse with scroll-wheel, integral speakers						
	Battery life: Min. 3 hours						
	Carrying bag : Original						
	Operating System: Windows XP Professional or equivalent						
	Other pre-installed software: Microsoft Office XP Professional or equivalent, Anti-virus software						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
7.3	Laser Printer (Black and White)						
	Resolution: 1200 dpi						
	Speed: 18 A4 pages per minute						
	Memory: 16 MB						
	Ports: Parallel and USB						
	Other: I/R feature; power and computer connection cable; Windows compatible						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
7.4	Portable Ink-jet Printer						
	Resolution: 720 x 360 dpi						
	Paper: A4						

	Weight: Less than 2 kg						
	Connections: Parallel and infrared IrDA interfaces						
	Other: Battery powered. Computer connection cable. Windows compatible						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
7.5 Digital Camera							
	Effective Resolution: 3 mega-pixel						
	Memory: 256 MB flash memory removable cards						
	Zoom: 3x optical, 4x digital						
	Lens: 35-105-zoom, built-in						
	Battery: Rechargeable with charger						
	Connections: USB port with cable, TV connection cable						
	Software: For transfer to computer and for processing images						
	Other: Recording ability with audio support						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						
7.6 Server							
	CPU: Four Pentium Xeon MP 2.0GHz/1MB or equivalent						
	Installed memory: 2 GB. Possible expansion to 16 GB w/o an expansion kit. Support of mirrored memory and online spare memory technologies. 8 MB video RAM.						
	Disks: Capacity: 3 x (36 GB, 10000 rpm)						

	12 hot-plug disks, Ultra3 SCSI drive case 2 channel RAID 0,1,5 Controller Card, at least 64 MB cache each 1.44 MB floppy drive.						
	Bus: PCI-X with seven expansion slots, each 64-bit/100 MHz. Hot swap PCI-X expansion ports.						
	Communication: One 10/100 Mbps and 1 fibre gigabytes ethernet card, integrated or PCI connected						
	Power supply: Two hot swap power sources						
	Backup unit: DVD writer: Write format +RW and optionally +R. 4x rewrite speed						
	Operating system: MS Windows Server 2003 Enterprise Edition or equivalent. - Support for up to 32 GB RAM - Maximum number of concurrent users will be 40. - VPN and Remote Authentication Dial-in User Service support						
	Other: Rack-mountable and tower case are both acceptable solutions. Turkish Q keyboard. 2-Button scroll mouse.						
	General Training Requirements (Annex II, Section 1.3) apply. Full training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure, including information exchange tools, DNS and DHCP, in Turkish (if not translation shall be provided by the contractor) for eight people.						
	General Warranty (Annex II, Section 1.4) applies On-site service within warranty period						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply Installation at UMA premises and connection to existing equipments is the responsibility of the Contractor						
7.7	Firewall						
	Support for: - Packet and port filtering/blocking - IPSec VPN Tunnels						

- Stateful inspection - Intrusion detection - Embedded virus scanning						
Protocols: - Data link: Ethernet/Fast Ethernet - Transport: TCP/IP, IPSec, ICMP/IP - Remote Management: Telnet, SNMP, HTTP						
No. of connections/users: 50						
No. of ports: 4						
Form factor: Rack mountable or external						
Transfer rate: Firewall: 100 Mbps, VPN: 20 Mbps						
Compatibility w/existing hardware (3xHP LH6000r servers, frame relay, Fast Ethernet + gigabit switches) and new server (See Item 7.6).						
General Training Requirements (Annex II, Section 1.3) apply. Hands-on configuration training of four IT staff members at UMA. Training shall be in Turkish; if not translation shall be provided by the contractor						
General Warranty (Annex II, Section 1.4) applies						
Delivery/Installation: Conditions in Annex II, Section 1.6 apply Installation at UMA premises and connection to existing equipments is the responsibility of the Contractor						

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LOT N°. 8: OFFICE EQUIPMENT

Ref. no.	MINIMUM TECHNICAL CRITERIA: (see Explanatory Notes)	Compliance Y/N					
		Tenderers:					
		1	2	3	4	5	6
8.1	Technical Drawing Table						
	Minimum 150 cm width and 100 cm depth						
	Adjustable height (at least 65cm to 125cm)						
	Tilting feature (0 - 45 degrees)						
	Assembly kit (tools) to be supplied (if supplied disassembled)						
	Warranty: One year						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
8.2	Map measurement and drawing stationary apparatus						
	Parallel ruler, length 30cm						
	Chart divider						
	Protractor and compass (two pins)						
	Scale ruler						
	2 triangles, 45°-45° and 30°-60°, length of longest side approx. 30cm						
	Warranty: One year						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
8.3	Locker						

	Minimum 50x50x180 cm total size						
	With wardrobe design, rod for hangers, one hook each side (inside) and one adjustable shelf at top						
	Single door with eyes for padlock. Padlock and 2 keys to be supplied for each locker						
	With ventilation holes in door						
	Metal construction						
	Warranty: One year						
	Delivery/Installation: Conditions in Annex II, Section 1.6 apply						
8.4	Stapler						
	Min. 120 sheets stapling capacity						
	Manually operated, desktop model						
	Metal construction, non-metal cover for handle, easy operation						
	Utilizes multiple staple types						
	Allows precise positioning of staple on paper						
	Warranty: One year						
	Delivery: Conditions in Annex II, Section 1.6 apply						
8.5	Photocopying Machine						
	Black and white, digital laser photocopying machine						
	Minimum 20 cpm (1:1, A4 size)/20 ppm copying speed						
	Minimum 600 dpi printing resolution						
	Minimum 99 copies of the original						
	Minimum copy zooming range from 50% to 200% in 1% increments						
	Minimum 30,000 monthly copying capacity						
	Automatic document feeder (with minimum 50 sheet capacity up to A3 size)						

Automatic and manual copying density selection						
Two sided copying						
Minimum 500 sheet holding capacity in bin (80g paper) and bypass function						
Up to A3 paper handling (both original size and copy size), 64-128g paper as well as OHP sheets, labels						
Automatic shut off and power-saving mode. Power supply 220V / 50Hz						
Security password function						
Sorting function, minimum 10 sets (bin sorter or similar)						
Automatic stapling functions						
General Training Requirements (Annex II, Section 1.3) apply. On-site training for four people Training shall be in Turkish; if not translation shall be provided by the contractor						
General Warranty (Annex II, Section 1.4) applies On-site service within warranty period						
Delivery/Installation: Conditions in Annex II, Section 1.6 apply						

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LOT N° 9: MOTOR VEHICLES

Ref. no.	MINIMUM TECHNICAL CRITERIA: (see Explanatory Notes)	Compliance Y/N					
		Tenderers:					
		1	2	3	4	5	6
9.1	Automobile						
	1400-1900 cc diesel engine						
	Cargo-carrier type (Fiat Doblo, Renault Kangoo, Citroen Berlingo, Peugeot Partner, Opel Combo, Ford Connect or similar)						
	Gears: 5 forward and 1 reverse						
	Power steering						
	Air conditioner						
	Custom painted according to UMA specification; on the front doors the following text must be printed in dark blue color “Republic of Turkey / Undersecretariat for Maritime Affairs / Ship Inspection”						
	Automatic windows (front) and central lock						
	2 airbags						
	ABS						
	Seating capacity: 4 persons						
	General Warranty (Annex II, Section 1.4) applies						
	Delivery: Conditions in Annex II, Section 1.6 apply						

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LOT N°. 10: CARGO HANDLING SIMULATORS

Ref. no.	MINIMUM TECHNICAL CRITERIA: (see Explanatory Notes)	Compliance Y/N					
		Tenderers:					
		1	2	3	4	5	6
10.1	Cargo Handling Simulator (ITU)						
	The system is to be connected in a network enabling two instructors to conduct training of each one class of 12 trainees.						
	Both instructor stations and all 24 trainee stations shall be connected to one server on same network.						
	4 different Liquid Cargo Handling Simulator software suites (modules) shall be delivered: LCC/Crude Oil Tanker (e.g. 60,000 DWT), Chemical Tanker (e.g. 8,000 DWT), LNG carrier (e.g. 130,000 m3) and LPG carrier (e.g. 3000 m3)						
	It shall be possible to carry out training in e.g. two of the four modules in one class of 12 trainees and the two other modules in the other class of 12 trainees.						
	The simulation system/training shall be compliant to STCW 95, MARPOL, ISM, ICG and other relevant IMO regulations						
	System shall include possibilities for assessment of the competence of trainees						
	The instructor shall be able (for each module) to plan (e.g. by exercise editor), start, change and stop the exercise for each individual trainee or the group. Further it shall be possible to monitor, record (logging) of each trainee. The system shall include help, briefing and debriefing facilities.						
	The following software modules shall be supplied:						
	LCC/Crude Oil Tanker (e.g. 60,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, oil discharge monitor equipment and load calculation system (incl. stability, trim/heel and strength issues)						
	Chemical Tanker (e.g. 8,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, heating system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)						

	LNG carrier (e.g. 130,000 m3, 4 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)						
	LPG carrier (e.g. 3000 m3, 2 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, heating/re-liquefaction functions, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)						
	1 pcs. Server station comprising						
	CPU: Pentium Xeon MP 2.0GHz/1MB or similar						
	Memory: 1 GB. Possible expansion to 4 GB without expansion kit. 64 MB Video RAM (on video card)						
	Bus: PCI-X with seven expansion slots, each 64-bit/100 MHz or similar Hot swap PCI-X expansion ports or similar						
	Hard disk: Total capacity min. 120 GB. Interface ATA-100. Average seek time 9 ms or lower.						
	Other drives: CD R/W 52x32x52 speed. 1.44 MB floppy drive.						
	Monitor: 15" CRT with 1024x768 resolution						
	Other: Turkish Q keyboard, optical cable mouse with scroll-wheel						
	Ports: Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port.						
	MS Windows Server 2003 Enterprise Edition or similar. - Support for up to 4 GB RAM - Maximum number of concurrent users will be 30 or less						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
	2 pcs. Instructors station comprising						
	CPU: Pentium 4 or equivalent, minimum 2.4GHz.						
	Memory: 512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output						
	Bus: Minimum bus speed 533 MHz; PCI with at least 2 expansion slots						
	Hard disk: Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.						

	Other drives: CD R/W 52x32x52 speed. 1.44 MB floppy drive.						
	Monitor: 2 pcs. 19" LCD with 1280x1024 resolution						
	Other: Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers, A3 laser printer for printouts for debriefing purposes						
	Ports: Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port						
	Windows XP Professional or equivalent, pre-installed						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
	24 pcs. Trainee stations comprising						
	CPU: Pentium 4 or equivalent, minimum 2.4GHz.						
	Memory: 512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output						
	Bus: Minimum bus speed 533 MHz; PCI with at least 2 expansion slots						
	Hard disk: Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.						
	Other drives: CD R 40X speed. 1.44 MB floppy drive.						
	Monitor: 2 pcs. 19" LCD with 1280x1024 resolution						
	Other: Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers						
	Ports: Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port						
	Windows XP Professional or equivalent, pre-installed						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
	2 sets Debriefing Equipment each consisting of						
	1 pcs. LCD or DLP projector with 1280x1024 resolution, min. 1100 Lumen, remote control, video splitter, cables and ceiling mount console						
	1 pcs. Projector screen, min. size 170x230cm with wall mount console						
	General Training Requirements (Annex II, Section 1.3) apply.						

	<p>Training of Instructors (teachers) including all parts and modules of the simulator software in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p> <p>Technical training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure and the simulator software installation for on-site maintenance and repair in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p>						
	General Warranty (Annex II, Section 1.4) applies						
	<p>Delivery/Installation: Conditions in Annex II, Section 1.6 apply</p> <p>Installation of all hardware and software including test of the complete system and all functions at ITU Maritime Faculty premises in Tuzla, Turkey shall be included.</p>						
10.2	Cargo Handling Simulator (DEU)						
	The system is to be connected in a network enabling one instructor to conduct training of one class of 6 trainees.						
	Instructor stations and all 6 trainee stations shall be connected to one server on same network.						
	4 different Liquid Cargo Handling Simulator software suites (modules) shall be delivered: LCC/Crude Oil Tanker (e.g. 60,000 DWT), Chemical Tanker (e.g. 8,000 DWT), LNG carrier (e.g. 130,000 m3) and LPG carrier (e.g. 3000 m3)						
	It shall be possible to carry out training simultaneously in a mix of modules.						
	The simulation system/training shall be compliant to STCW 95, MARPOL, ISM, ICG and other relevant IMO regulations						
	System shall include possibilities for assessment of the competence of trainees						
	The instructor shall be able (for each module) to plan (e.g. by exercise editor), start, change and stop the exercise for each individual trainee or the group. Further it shall be possible to monitor, record (logging) of each trainee. The system shall include help, briefing and debriefing facilities.						
	The following software modules shall be supplied:						
	LCC/Crude Oil Tanker (e.g. 60,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, oil discharge monitor equipment and load calculation system (incl. stability, trim/heel and strength issues)						
	Chemical Tanker (e.g. 8,000 DWT), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, slop retaining system, tank washing system, heating system, monitor/alarm system and load						

	calculation system (incl. stability, trim/heel and strength issues)						
	LNG carrier (e.g. 130,000 m3, 4 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)						
	LPG carrier (e.g. 3000 m3, 2 tanks), with possibility of simulating all discharge and loading possibilities, information on pumps, level gauges, operation of tank inert gas and ventilation systems, ballast system, stripping system, heating/re-liquification functions, monitor/alarm system and load calculation system (incl. stability, trim/heel and strength issues)						
1 pcs. Server station comprising							
	CPU: Pentium Xeon MP 2.0GHz/1MB or similar						
	Memory: 1 GB. Possible expansion to 4 GB without expansion kit. 64 MB Video RAM (on video card)						
	Bus: PCI-X with seven expansion slots, each 64-bit/100 MHz or similar Hot swap PCI-X expansion ports or similar						
	Hard disk: Total capacity min. 120 GB. Interface ATA-100. Average seek time 9 ms or lower.						
	Other drives: CD R/W 52x32x52 speed. 1.44 MB floppy drive.						
	Monitor: 15" CRT with 1024x768 resolution						
	Turkish Q keyboard, optical cable mouse with scroll-wheel						
	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port.						
	MS Windows Server 2003 Enterprise Edition or similar. - Support for up to 4 GB RAM - Maximum number of concurrent users will be 30 or less						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
1 pcs. Instructors station comprising							
	CPU: Pentium 4 or equivalent, minimum 2.4GHz.						
	Memory: 512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output						
	Bus: Minimum bus speed 533 MHz; PCI with at least 2 expansion slots						

	Hard disk: Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.						
	Other drives: CD R/W 52x32x52 speed. 1.44 MB floppy drive.						
	Monitor: 2 pcs. 19" LCD with 1280x1024 resolution						
	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers, A3 laser printer for printouts for debriefing purposes						
	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port						
	Windows XP Professional or equivalent, pre-installed						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
	6 pcs. Trainee stations comprising						
	CPU: Pentium 4 or equivalent, minimum 2.4GHz.						
	Memory: 512 MB (DDRAM); 128 MB Video RAM (on video card), dual video output						
	Bus: Minimum bus speed 533 MHz; PCI with at least 2 expansion slots						
	Hard disk: Minimum 80 GB. Interface ATA-100. Average seek time 9 ms or lower.						
	Other drives: CD R 40X speed. 1.44 MB floppy drive.						
	Monitor: 2 pcs. 19" LCD with 1280x1024 resolution						
	Turkish Q keyboard, optical cable mouse with scroll-wheel, external 12 W speakers						
	Ethernet card 10/100 Mbps, minimum 2 USB 2.0 ports, 1 parallel port						
	Windows XP Professional or equivalent, pre-installed						
	Emulation software, networking software and all other software if necessary for the operation of the simulator software in network Anti-virus software						
	1 sets Debriefing Equipment each consisting of						
	1 pcs. LCD or DLP projector with 1280x1024 resolution, min. 1100 Lumen, remote control, video splitter, cables and ceiling mount console						
	1 pcs. Projector screen, min. size 170x230cm with wall mount console						

	<p>General Training Requirements (Annex II, Section 1.3) apply.</p> <p>Training of Instructors (teachers) including all parts and modules of the simulator software in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p> <p>Technical training on Windows 2003 Server covering planning, management and maintenance of the network infrastructure and the simulator software installation for on-site maintenance and repair in Turkish (if not translation shall be provided by the contractor) for ten people shall be included.</p>						
	<p>General Warranty (Annex II, Section 1.4) applies</p>						
	<p>Delivery/Installation: Conditions in Annex II, Section 1.6 apply</p> <p>Installation of all hardware and software including test of the complete system and all functions at DEU School of Maritime Business and Management in Izmir, Turkey shall be included.</p>						

Evaluator's name	
Evaluator's signature	
Date	

D. TENDER SUBMISSION FORM

Publication reference: EuropeAid/116319/D/S/TR

Title of contract: Support to the Enhancement of Safety of Maritime Transport

<Place and date>

A: Mr. Ercan Nuri Tortop, CFCU Director - PAO

Central Finance and Contracts Unit (CFCU)

Ministry of Foreign Affairs

Ehlibeyt Mah. 6. Sok. No: 16/8

Ekşioğlu İş. Mrk. 06520 Balgat, Ankara - Turkey

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner 2*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. 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)

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each partner in a consortium).

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 EuropeAid/116319/D/D/TR of Support to the Enhancement of Safety of Maritime Transport. 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*]
Lot No [...]: [.....]
Lot No [...]: [.....]
- 3 The price of our tender [*excluding the discounts described under point 4*] is:

Lot No 1: [.....]
Lot No 2: [.....]
Lot No 3: [.....]
- 4 We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot No*].
- 5 This tender is valid for a period of 90 calendar days from the final date for submission of tenders, i.e. until 12th of November 2004.
- 6 If our tender is accepted, we undertake to provide a performance guarantee of 10%, as required by Article 11 of the General Conditions.
- 7 Our firm/company [*and our subcontractors*] has/have the following nationality:

[.....]
- 8 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves >]* for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member,

that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].

- 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 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 financed by the general budget of the European Communities in the context of external actions. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

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

- 10** We agree to abide by the ethics clauses listed in Article 23 of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates 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.

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

[On the headed notepaper of the financial institution providing the guarantee]

<Date>

Title of contract: Support to the Enhancement of Safety of Maritime Transport

Identification number: EuropeAid/116319/D/S/TR

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to Central Finance and Contracts Unit (CFCU), Ministry of Foreign Affairs, Ehlíbeyt Mah. 6. Sok. No: 16/8, Ekşiođlu İş. Mrk. 06520 Balgat, Ankara - Turkey on behalf of [*Contractor's name and address*], the payment of [*amount of the tender guarantee*], without dispute, on receipt of a first written request from the recipient.

The guarantee will enter into force and take effect from [*submission deadline*] and shall be valid to [submission deadline +180 days].

We note that you will release the guarantee and notify us of the fact at the latest within ninety days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Name: Position:

Signature:

Date:

