

TENDER DOSSIER

For the supply of goods

Publication Reference: **EuropeAid/116379/D/S/TR**

**Border Inspection Post Network Systems - IT Equipment for Plant
Quarantine Services**

LETTER OF INVITATION TO TENDER

<Place and date>

< Name and address of potential tenderer >

Our ref.: EuropeAid/116379/D/S/TR

Dear Mr/Ms <Name of contact>

SUBJECT: INVITATION TO TENDER FOR “Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services”

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 page:

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 at the address specified in the Instructions to Tenderers before **27 September 2004 at 12.00 hrs local time**. 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/116379/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 in to operation, training and warranty services by the Contractor of the following goods in one lot.

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Article	Description	Quantity
1	Main Server Machine and Related Software	1
2	Local Server Machine and Related Software	10
3	Client Machine and Related Software (PCs)	60
4	Monitors	71
5	Network Laser Printer	23
6	Relational Database Management System (RDBMS)	1
7	Development of a Quarantine Software	1

All goods shall be delivered DDP¹ in given quantities, installed, put in to operation, inspected and tested together with training at/to the places of delivery specified in Attachment B of Annex II - Technical Specifications, with in 120 (one hundred and twenty) calendar days beginning from contract signature; provisional acceptance shall be completed with in 30 calendar days after delivery, installation, put in to operation, inspection and testing and training period completed.

- 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 DDP (delivered duty paid)

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- 1.3 The supplies described above must be accompanied by a “list” of spare parts with itemized unit prices necessary for the use of the equipment for a period of 24 months for information purposes only. Neither the unit price nor the overall price of the spare parts will figure in the evaluation of the tender, except where the unit price or the number of parts varies substantially between the tenders received. The list of spare parts must be drawn up by the tenderer in the light of his professional experience and taking account of the places of use; it must show the unit prices of the parts, calculated on the basis of Article 11 (below).
- 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 Ministry of Agriculture and Rural Affairs, General Directorate for Protection and Control.

2 Timetable

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Authority	06/09/2004	18.00 hrs
Clarification meeting / site visit (if any)	Not applicable	Not applicable
Last date on which clarifications are issued by the Contracting Authority	16/09/2004	18.00 hrs
Deadline for submission of tenders	27/09/2004	12.00 hrs
Tender opening session	27/09/2004	14.30 hrs
Notification of award to the successful tenderer	05/11/2004 [⊗]	-
Signature of the contract	19/11/2004 [⊗]	-

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

[⊗] Provisional date

3. Participation

- 3.1. Participation is open on equal terms to all natural and legal persons participating either individually or in a grouping (consortium) of tenderers of the Member States and Turkey, to natural and legal persons from EU candidate countries and countries benefiting from MEDA and CARDS programmes. All goods supplied under this contract must originate in these countries. 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:
- tenderers
 - members of a consortium
 - any subcontractors
- 3.4. Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures 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 The supplies must originate in a Member State of the European Union, Turkey, EU candidate countries, or countries benefiting from MEDA or CARDS programmes. The origin of the goods must be determined according to the Community Customs Code. The rule of origin may not be applied for item 5-Network Laser printer, if there is no technically compliant equipment offered that originates in an eligible country.
- 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 itemized expenditure.

6. Currency

Tenders must be presented in euro.

7. Lots

This tender procedure is not divided into lots.

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:

Mr. Nuri Ercan TORTOP
Central Finance and Contracts Unit
Ehlibeyt Mah. 6.Sokak No:16/8
Ekşioğlu İş Merkezi 06520
Balgat/Ankara
TURKEY

Tenders must comply with the following conditions:

10.2. All tenders must be submitted in one original, marked "original", and 3 copies signed in the same way as the original and marked "copy".

10.3. All tenders must be received at **Central Finance and Contract Unit, Ehlibeyt Mahallesi, 6.Sokak No: 16/8, Balgat, 06520 Ankara, TURKEY** before the deadline date and time, **27 September 2004 at 12.00 hrs local time**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Mr. Nuri Ercan TORTOP or his representative.

10.4. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, (i.e., EuropeAid/116379/D/S/TR);
- c) where applicable, the number of the lot(s) tendered for;
- d) the words "Not to be opened before the tender opening session" in the language of the tender dossier **and "İhale 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;

A detailed description of how the tenderer proposes to design and develop Quarantine software for laboratories, which shall at least meet the criteria specified in the Technical Specification (Article 7) with the proposed work-plan, time-plan and qualifications of experts (shall meet the requirements specified at point 11.10(b) of Instructions to Tenderers and Annex II- Technical Specifications, and be presented by using the CV format in Attachment C of the Technical Specifications) should be presented in the offer.

The Contractor shall be responsible for the development of a Quarantine software, delivery and unpacking, installation, putting into operation, ready of inspection and testing of all goods, undertaking training activities and providing the warranty services. The Tenderer must state their best delivery schedule which covers all tasks specified in the tender dossier.

b) a list of the manufacturer's recommended spare parts with itemized unit prices necessary for the use of the equipment for a period of 24 months as specified in point 1.3 of Instruction to Tenderers.

c) Not applicable.

d) a training proposal including a description of methodology and courses referring to the related equipment and software with a work-plan, and time-plan as defined in Annex II- Technical Specifications;

e) Not applicable.

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

a) the costs of putting in to operation and/or installation;

b) the itemised costs of the manufacturer' s recommended spare parts for a period of 24 months for information purposes only as indicated in Article 1.3 and 11.1 (b) (specimen in Annex III-B);

c) Not applicable;

d) the costs of training as described in the Technical Specifications and according to point 11.1 (d);

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)

- 11.5 Duly authorised signature (Power of attorney of the person and/or circular of signatures who is authorised to sign the tender)
- 11.6 A description of the commercial warranty tendered for the supplies during the warranty period (i.e. 2 years after provisional acceptance).
- 11.7 The tender guarantee, for a fixed amount as indicated in the procurement notice and Cl.22 of these instructions, must be provided according to the model annexed to the tender dossier.
- 11.8 No variant solutions are possible.
- 11.9 An electronic version of the financial offer in the template format is required.
- 11.10 A description of the firm's (or consortium) qualifications:
- a) **Technical capacity of the Tenderer(s):** The Tenderer(s) must provide evidence that facilities for warranty offered are available for supplies offered at the delivery places.
 - b) **Professional Capacity of the Tenderer(s) for software development:** *Specific requirement for software development:* The contractor must have at its disposition the necessary staff/experts who has certification/degree in system/computer engineering or equivalent professional experience on database design and application software development with minimum of 5 years (at least two CVs), who must have completed 2 relevant IT projects (software development) in last 3 years. Details (internet address, contact persons, description of the project, and evidence of performance which takes the form of certificates issued or countersigned by the competent authority etc.) of the references should be presented in the offer. The CVs of the proposed IT experts shall be presented by using the CV format in Attachment C of the Technical Specifications.
- 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) The front page of both the Technical Specifications and the General Conditions and all pages of Special Conditions and Financial Offer (Annex-III) must be initialled by the tenderer and submitted with their bid.
- b) Document evidencing Tenderer' s status/nationality as required in Article 3.2 (e.g. a copy of Commercial Register)
- c) Duly completed Tender Form for a supply contract.

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, 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 place of destination and in accordance with the above conditions, excluding all internal fiscal charges 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 (see Annex VI).

The delivery places of the supplies are specified in Annex II - Technical Specifications.

- 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 must publish such information 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 and the contract title**:

Publication Reference: EuropeAid/116379/D/S/TR

Contract Title: Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Contact name: Nuri Ercan TORTOP

Address:

Central Finance and Contracts Unit

Ehlibeyt Mah. 6.Sokak No:16/8

Ekşioğlu İş Merkezi 06520

Balgat/Ankara

TURKEY

Fax: +90.312.4723744

E-mail: ercan.tortop@cfcu.gov.tr

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers or publish such information 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 and/or the European Commission during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

- 14.1 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 number 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 27.09.2004 at 14:30 hrs (local time) at Ehlıbeyt 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 minimum qualifications required (technical and professional capacity of Tenderer) in Article 11.10 will be evaluated at the start of this stage.

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.

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.

Tenderer's best delivery schedule and the technical quality of training and warranty services must also be evaluated.

20.2. 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 20.3. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.3. 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

No variant solution is permitted.

20.6. Award criteria

For supply contracts also involving simple services, the sole award criterion will be the price. The contract will be awarded to the cheapest 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** and **should be presented in the form specified in the annex to the tender dossier** or in another form acceptable to the Contracting Authority and meeting the essential requirements set therein. 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. **The Tender Guarantee must be submitted in ORIGINAL, photocopies shall not be accepted. If guarantee is not issued in English, its translation in to English shall be attached to the ORIGINAL Tender Guarantee.**

It 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.

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 Ehlbeyt Mahallesi 6.Sokak No:16/8 Ekşiođlu İş Merkezi 06520 Balgat/ Ankara, TURKEY represented for its part by Mr. N.Ercan TORTOP, PAO, CFCU Director. ("The Contracting Authority"),

of the one part,

and

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

of the other part,

have agreed as follows:

CONTRACT TITLE

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Identification number: EuropeAid/116379/D/S/TR

Article 1 Subject

1.1 The subject of the contract shall be the delivery, installation, putting in to operation, training and warranty services by the Contractor of the following goods in one lot.

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Article	Description	Quantity
1	Main Server Machine and Related Software	1
2	Local Server Machine and Related Software	10
3	Client Machine and Related Software (PCs)	60
4	Monitors	71
5	Network Laser Printer	23
6	Relational Database Management System (RDBMS)	1
7	Development of a Quarantine Software	1

All goods shall be delivered DDP² in given quantities, installed, put in to operation, inspected and tested together with training at/to the places of delivery specified in Attachment B of

² DDP/DDU - Incoterms 2000 published by the International Chamber of Commerce

Annex II - Technical Specifications, with in 120 (one hundred and twenty) calendar days beginning from contract signature; provisional acceptance shall be completed with in 30 calendar days after delivery, installation, put in to operation, inspection and testing and training period completed.

- 1.2** The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.
- 1.3** The place of acceptance of the supplies shall be the place of installations specified as delivery places in Attachment B of Annex II – Technical Specifications. The time limits for delivery shall be 120 calendar days from the contract signature by both parties and the Incoterm applicable shall be DDP. Provisional Acceptance procedure shall be considered as completed upon all the supplies are installed, inspected, tested, accepted and training completed and accepted by the Contracting Authority.

Article 2 Origin

The supplies must originate in a Member State of the European Union, Turkey, EU candidate countries, or countries benefiting from MEDA or CARDS programmes. 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.

The rule of origin may not be applied for item 5-Network Laser printer, if there is no technically compliant equipment offered that originates in an eligible country.

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);

- Tax and Custom Provisions (Annex VI);
- other provisions of the tender dossier, including annexes of model performance guarantee and pre-financing guarantee form and Financial Identification Form.

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

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, 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 or e-mail to the following address.

For the Contracting Authority:

Name:	Nuri Ercan Tortop	("the Project Manager")
Address:	The Central Finance and Contracts Unit Ehlibeyt Mah. 6. sokak No: 16 Ekşioğlu İş Merkezi Kat 4 Balgat/ANKARA 06520 TURKEY	
Telephone:	+90. 312.4723700	
Fax:	+90. 312.4723744	
e-mail:	ercan.tortop@cfcu.gov.tr	

For the Contractor:

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

For the Beneficiary:

Name:	Abdülmecit Yeşil
Address:	Ministry of Agriculture and Rural Affairs General Directorate for Protection and Control (GDPC) Akay Caddesi No: 3 Bakanlıklar/ Ankara 06660 TURKEY
Telephone:	+90.312.4180521
Fax:	+90.312.4178198
e-mail:	Mecity@kkqm.gov.tr

Article 7 Supply of documents

The Contractor shall provide the full original set of user manuals (Hard copy mandatory and soft copy optional) in English and/or Turkish for all equipments separately according to Annex II - 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 endeavours to facilitate customs procedures and the freedom from clearance and taxes of luggage and experts equipment in accordance with Annex VI – Tax and Custom 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 in Annex II – Technical Specifications, B. Other Requirements.

The visibility rules 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

The supplies must originate in a Member State of the European Union, Turkey, EU candidate countries, or countries benefiting from MEDA or CARDS programmes. 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.

The rule of origin may not be applied for item 5-Network Laser printer, if there is no technically compliant equipment offered that originates in an eligible country.

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 in the form specified in the annex to the tender dossier.

Article 12 Insurance

The Contractor will be fully responsible for all the goods supplied until the provisional acceptance has been signed. 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. General Directorate for Protection and Control shall be responsible for the provision of the storage places and the proper storage of the equipment.

Article 13 Performance programme (timetable)

13.1 Delivery, installation, putting in to operation, and training must be completed within 120 (one hundred and twenty) calendar days starting from the signature of Contract by both parties;

provisional acceptance shall be completed with in 30 calendar days after delivery, installation, put in to operation, inspection and testing and training period completed.

13.2 The Contractor shall be responsible for the development of a Quarantine software, delivery, and unpacking of the goods, installation, putting in to operation, ready of inspection and testing, and training activities. Prior to beginning of each activity the Contractor shall inform the Contracting Authority and take its approval. Inspection and testing of all supplies will be started and completed within a maximum of **15 (fifteen) calendar days** after both the Beneficiary and the Contracting Authority being informed by the Contractor in writing. Following completion of inspection and testing, appropriate training by the Contractor should have been provided at the delivery places. Provisional acceptance shall take place within **30 calendar days** following completion of all the trainings. **The Tenderer must state their best delivery schedule which covers all tasks specified in the tender dossier.** The Tenderer's delivery schedule is subject to change and approval by the Contracting Authority before the signature of contract.

13.3 Final acceptance shall take place upon expiration of the warranty period for all of contracted items, and shall be pronounced upon the condition that 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 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 provisions of the General Conditions, all software included pre-installed, must be accompanied by the Licence Agreement Number and original manuals. The relevant costs must be included in the prices.

Article 18 Commencement order

18.1 The commencement date for performance of the contract shall be the date on which the contract is signed by both parties.

Article 19 Period of Execution

19.1 The period of execution of the tasks is 120 calendar days for the delivery, installation, putting in to operation, and training of supply from the signature of the contract by both parties and 2 years for the warranty from the issuance of the provisional acceptance.

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:

Article	Description	Original Quantities	Increase	Decrease
3	Client Machine and Related Software (PCs)	60	10	10
4	Monitors	71	10	10

The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

The Manufacturer of all supplies must be ISO 9000:2000 certified.

No preliminary technical acceptance is required.

Article 25 Inspection and testing

The inspection and testing prior to the provisional acceptance will take place at the place of delivery/installation as stated in the Annex II Technical Specifications: Attachment B) upon the completion of installation of all the equipment.

During the inspection and testing procedure, full functioning test for all supplies including quarantine software which shall be developed shall be made, and the quantities, technical performances, technical specifications, technical documentation and consumables will be verified. Technical dossiers could be requested during the procedure as related to the CE marking. At least 1 week before the end of the installation works the Contractor will inform the Contracting Authority and the beneficiary about the possible schedule for inspection and testing procedures in each of the delivery/installation place.

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.

Payments shall be authorised and made by **Central Finance and Contracts Unit, Ehlıbeyt 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.

26.5 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 the originals 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 security guaranteeing repayment of 60% pre-financing shall be released within 60 days of the provisional acceptance.

c) For the balance of 10%, the invoice(s) in triplicate and, where appropriate, the original of the guarantee.

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

29.2 All equipment is to be delivered in boxes.

The size, weight and material of packaging case shall be taken into consideration, whether those Supplies have to be transported, handled and stored in difficult conditions, remoteness of shipment/s, final destination for the Supplies and the absence of appropriate handling facilities at all points in transit for the Supplies.

Before packing, the appropriate anti-rust and protective measures for the Supplies such as grease, coating oil, oil paper wrapping or polyethylene film wrapping and vacuum packing are to be taken in order to protect the Supplies from damages or corosions during the transportation and storage at the site under the known local climate conditions.

Supplies shall be securely fastened and packed to avoid damage during transportation to their destination of storage, during transportation from the manufacturer's factory to their installation places. The contractor shall ensure the protection of Supplies for transportation by sea and handling and transport on land under the known climatic conditions. Packing shall ensure safe transportation to destination, withstanding hazards such as shocks and possible corrosion by exposure to salty seawater spray, moisture, rain, rust or other corrosion effects.

All the packing cases that exceed 3 (three) tons in weight and 1 (one) meter in height must bear the inscription with indelible paint indicating the centre of gravity position by the mark "0" and the block letter "CG".

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

29.5/6 All packages must be clearly addressed to the beneficiaries as per Article 1 sub 1.1 and clearly marked in respect of their contents.

Delivery of equipment shall be accompanied by a note showing the contract reference number [] and publication reference No: EUROPEAID/116379/D/S/TR. The delivery addresses as specified in the Technical Specifications. The supply shall include all necessary documents as specified herein such as operating and maintenance manuals, drawings, material certificates, conformity certificates, test certificates, certificates of origin, planning, packing lists and others as necessary indicated in Annex II-Technical Specifications Articles 1.13, 2.4 and 3.4.

All packages must be marked as follows:

Publication Reference: **EUROPEAID/116379/D/S/TR**
Supply Contract: **Invitation to Tender For "Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services"**
Case number: of
Net weight:
Gross weight:
Dimension of case/package:
Supply address:

(The destination port of Supplies, crate identification, etc. shall be clearly indicated with indelible paint on the external surface of the adjacent faces of each case or package)

Important remark: In case packing includes waterproof barriers, packages shall bear the mention: **"DO NOT OPEN – WATERPROOF BARRIER"** in red characters.

Each case shall be conspicuously marked on the sides with "Handle With Care", "Right Side Up", etc. together with international symbols according to the different characteristics and requirements for transportation, loading, unloading of the Supplies if necessary.

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 shall be delivered by the Beneficiary within 30 calendar days after delivery, installation, putting into operation, inspection and testing of all goods and training activities completed. Provisional Acceptance Certificate will be issued formally by the Contracting Authority.

Where “The product should bear a CE marking symbolising conformity with all applicable Community provisions and directives”, the Contracting Authority may request the technical dossier that proves the CE Marking from the Contractor.

The following documents will be required from the successful tenderers for the provisional acceptance for each item:

- Certificate of origin from a Chamber of Commerce showing the origin of the equipment as being from one of the European Union member states or Turkey, or candidate countries, or countries benefiting from MEDA and CARDS programmes.
- Report of final tests in the factory (Quality Control document), where applicable
- Technical dossiers supporting CE Marking may be requested, where applicable
- Guarantee declaration of manufacturer, certifying he will be able to supply all spare parts for a period of minimum 4 years from the contract signature
- Warranty contract of the manufacturer
- Other certificates indicated in the Technical Specifications (manuals, licenses, etc.)

The Contractor must be aware that no provisional acceptance can be given without the presence of the complete set of documents.

Article 32 Warranty

Without prejudice to Article 32 of the General Conditions:

- 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. The Contractor shall further warrant that all supplies have no defect arising from design, materials or workmanship. This warranty shall remain valid for 24 (twenty-four) months after the provisional acceptance. The Contractor shall remain fully responsible for all warranty obligations even some of the equipment is obtained from a third party.
- 32.2** The Contractor shall submit with his technical offer a methodology for the equipment warranty for a period of 24 months. During the warranty period, the service of the products shall be assured by the Contractor through local company(ies) authorized by him (if the contractor is not a local company) or directly (if it is a local company). If the Contractor authorizes a local company, he will remain responsible for the level of service delivered and will be answerable to the Contracting Authority in the event of any complaint. The Contracting Authority further expects the Contractor to ensure that the personnel of the authorized local company is properly trained to provide comprehensive technical service on all items supplied under this contract. The list of service company(ies) and its (their) reference shall be included in the tender.
- 32.3** The supplier shall at his own cost replace defects or damages within 7(seven) calendar days as from the call of service. In case the defect or damage cannot be repaired or replaced within seven calendar days, the supplier shall make available substitute equipment of comparable performance for the period of time needed to repair defective equipment or replace them with new ones. No additional cost will be borne by the Contracting authority or the beneficiary. Within 48 hours (12 hours for servers) after notification of the request by the Contractor or its local business partner the necessary technical intervention (on-line support, or onsite troubleshooting) must be guaranteed.

Article 33 After-sales service

Not applicable.

Article 35 Breach of contract

35.3 The contract may be terminated as stated in article 35, 36 and 37 of the General Conditions.

- a) Any general damages arising within this contract within this contract will be settled according to procedures described in Article 40 and 41 of the Special Conditions.
- b) If termination results from inaction or fault on the part of the Contractor, the Contracting Authority shall be entitled to compensation of up to a limit of 15 % of the total contract price.
- c) If termination does not result from inaction or fault on his part, the Contractor shall be entitled to claim damages for the injury suffered up to a maximum of 10% of total contract price, in addition to sums owned by him for services already performed. This does not preclude the rights of injured Party to additional general damages.

Article 40 Amicable settlement of disputes

40.1 The contracting parties (The Contracting Authority and The Contractor) shall make every effort to settle amicably any dispute which may arise between them. The following procedures shall apply:

If the Contractor considers himself to be entitled to raise a claim in connection with the contract, he shall give a fully detailed notice to the Project Manager describing the event and circumstance on which his claim is based. The notice shall be given as soon as practicable as and not later than 15 days after the Contractor becomes aware or should have become aware of the event or the circumstance.

If the Contractor fails to give notice of a claim within the above-mentioned time limit, the Contracting Authority shall be discharged from all liability in connection with the claim.

Within 15 days after receiving the claim, the Contracting Authority shall respond with approval or disapproval and detailed comments.

If the Contracting Authority considers itself to be entitled to raise a claim in connection with the contract, it shall give a fully detailed notice to the Contractor describing the event and circumstance on which its claim is based. The notice shall be given as soon as practicable as and not later than 15 days after it becomes aware or should have become aware of the event or the circumstance.

Within 15 days after receiving the claim, the Contractor shall respond with approval or disapproval and detailed comments.

40.2 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 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 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

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 Courts of Ankara in accordance with the national law Turkey.

ANNEX I : GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN COMMUNITY

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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);
 - f) [*the minutes of the information meeting/site visit*];

Addenda have the order of precedence of the document they are modifying.

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

Article 4 Communications

- 4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the

receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

- 4.3** Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Article 5 Assignment

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

Article 6 Subcontracting

- 6.1** A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts 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.

- 9.6** Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or cofinancing. 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 guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7** Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 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 part 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 therefor, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
- d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.

30.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

30.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

30.5 The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any

warranty or other obligations under the contract.

Article 31 Provisional acceptance

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

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Identification number: EuropeAid/116379/D/S/TR

Part 1 - to be specified by the Contracting Authority in the tender dossier

GENERAL INSTRUCTIONS

1. General Requirements

The following general conditions will be valid for the following equipments:

Main Server Machine and Related Software, Local Server Machine and Related Software, Client Machine and Related Software (PCs), Monitors, Network Laser Printer

- 1 The unit(s) shall be provided complete with the necessary accessories and/or parts such as to ensure that the unit is a functionally operating apparatus, capable of operating to the required technical and quality specifications and being put to immediate use. All specifications details listed within each item are the minimum requirements. Any improvements on the specifications or additional features offered should be clearly identified in the Tenderer's offer.
- 2 The equipment shall be installed at locations in 11 provinces (see Attachment B to the Technical Specifications) according to the Equipment Distribution List (see Attachment A to the Technical Specifications).
- 3 The Contractor will evaluate the supplied current, the quality of the current and the fluctuations of the current and take the necessary precautions to avoid damages to the equipment.
- 4 The type of the supplied current 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, 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.
- 5 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 producer" condition, thus for compatibility purposes it is required to follow the compatibility requirements very strictly (PC compatibility, graphics compatibility etc.).
- 6 All software shall be licensed to the Ministry of Agriculture and Rural Affairs, General Directorate for Protection and Control
- 7 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

- 8 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. For all of the hardware equipment offered, FCC or TUV or equivalent certifications will be required.
- 9 It should be noted that whenever a specific name of a product is mentioned in the Technical Specifications, and a sufficiently precise and fully intelligible description is not possible, it has to be understood as that product or its equivalent.
- 10 Guarantee declaration of manufacturer, certifying he will be able to supply all spare parts for a period of minimum 4 years from the contract signature.
- 11 The Contractor shall guarantee that all equipment will function in their full capacity defined in their own specifications. Any losses that will arise due to interoperability problems and/or incompatibility reasons, arising either from hardware or software, will not be accepted.

2. Asset Register

In order to assist in asset registration, all equipment shall have a solidly fixed metallic type or similar approved label, size 75 mm x 35 mm, with the EU logo and the lettering:

Contract No. [] / Item No...../ Serial No.....

The final acceptance shall include the signed up to date asset registration as accepted by the Contracting Party.

TRAINING

Minimal requirements for training are as follows:

- The Contractor shall provide an adequate and appropriate training for the personnel of the Beneficiary, in a way that they will be able to manipulate/maintain the equipments and use the software without help of a third person, and/or with a remote help of the Contractor.

Training shall cover the following needs:

1. **User course:** a course that will allow users to correctly and effectively use all the software, and a basic training in the operation of the contracted equipment. The training programme should be of a minimum of 24 hours for users at 11 delivery place for 3 personnel.
 2. **System maintenance course:** a course that will allow system manager and/or supervisors to maintain and operate hardware and software of this system. The course will include installation and putting into operation of the system, and will allow trained staff to change system parameters, database design and perform diagnostics on the system. The training programme should be of a minimum of 80 hours for system manager and/or supervisors at the place of main server (General Directorate of Protection and Control, Ankara) for 4 personnel.
- The training programme will be carried out at the places of delivery specified in Attachment B of Annex-II, Technical Specifications. Training of the system manager and/or supervisors will be conducted by at least two (2) IT experts experienced in training, one of which shall be the IT expert whose CV was offered in the tender by using the CV format in attachment C of the technical specifications. Training of users will be conducted by at least two (2) training experts. CVs of all experts will be submitted before the training programme starts, and subject to the approval of the Contracting Authority. Contracting Authority may request them to be changed when deemed as necessary.
 - Starting date of the training courses will be determined by mutual agreement between Beneficiary and the Contractor.

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- The training proposal with the proposed work-plan, time-plan and staff should be presented in the offer. 40 personnel (3 person on each delivery place, plus 4 system manager and/or supervisors) of the Beneficiary on 11 delivery places will be trained in the operation of the equipments and the software defined. Details of proposal, training methodology and courses shall be presented in the tender proposal and will refer to the related equipment and software. This proposal shall include the type of training, hours/days offered, qualifications of trainers, description of methodology.
- Original training materials for both courses should be in Turkish.
- Training will be conducted in Turkish.

The following equipments will be supplied with the given quantities:

Article	Description	Quantity
1	Main Server Machine and Related Software	1
2	Local Server Machine and Related Software	10
3	Client Machine and Related Software (PCs)	60
4	Monitors	71
5	Network Laser Printer	23
6	Relational Database Management System (RDBMS)	1
7	Development of a Quarantine Software	1

1. MAIN SERVER MACHINE AND RELATED SOFTWARE

QUANTITY 1

PARAMETER	MINIMUM REQUIRED CHARACTERISTICS
Application Area	Main computer unit will be established at the premises of General Directorate of Protection and Control (GDPC) in Ankara. This unit will be center of the network system and system will be managed by GDPC. Daily information will be collected from the branches and evaluated by web-based system.
Equipment general properties	Console switch 4 ports + assembly
	Rack console with 15" color monitor and Turkish Q keyboard
System Hardware	Four (4) Xeon processor at 2.00GHz/1MB or equivalent
	8 GB DDR-RAM
	Four (4) Ethernet adaptor 10/100/1000 Mbits/sec
	CD-RW minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting
	1.44 Flopy drive
	Two (2) 72 GB Pluggable Ultra 160 SCSI Hard Drive
	Redundand power supply
Tape Backup Unit	External tape drive
	80 GB native capacity, 5 MB/s native transfer rate
	Driver and software for the proposed operating system
Uninterruptible Power Supply (UPS)	2.5kW, 230 V Output / 230 V Input.
	Hot-swappable batteries

	Bundled with Power Management Software
Software	Windows 2003 Enterprise operating system or equivalent (licence and installation CD-ROM)
	Anti-virus software, that will provide virus checking on the internet server machine for the files and incoming and outgoing e-mail messages (licence and installation CD-ROM)
	All software will be Turkish or English versions with Turkish language support.
	Throughout the licence agreement, Contractor should supply the new version updates of aforementioned softwares without any charge till the end of warranty period.
The place of delivery of equipment	Identical with the place of installation unless otherwise stated
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.
Post-warranty	Additional period available separately for an order and at the cost of beneficiary
Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.
	The Manufacturer must be ISO 9000:2000 certified
Manuals	User manual in English and/or Turkish for each computer set

2. LOCAL SERVER MACHINE AND RELATED SOFTWARE

QUANTITY 10 SETS

PARAMETER	MINIMUM REQUIRED CHARACTERISTICS
Application Area	Local servers will be established to İstanbul, İzmir, Antalya, Mersin, Samsun, Trabzon, İskenderun Plant Quarantine Services and Ankara PPCRI, PPRI Adana, PPRI Izmir.
Equipment general properties	Rack console with 15”TFT monitor and Turkish Q keyboard
System Hardware	Two (2) Xeon processor at 2.4GHz or equivalent
	4 GB DDR-RAM
	CD-RW minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting
	1.44 Flopy drive
	Two (2) 30 GB Pluggable Ultra 160 SCSI Hard Drive
	Redundand power supply
	2x24 port 100/1000 switch
	enough patch panels to connect terminals.
	ADSL internet connection modem
Tape Backup Unit	External tape drive
	80 GB native capacity, 5 MB/s native transfer rate
	Driver and software for the proposed operating system

Uninterruptible Power Supply (UPS)	2.5kW, 230 V Output / 230 V Input.
	Hot-swappable batteries
	Bundled with Power Management Software
Software	MS Windows 2003 Enterprise Server operating software or equivalent (licence and installation CD-ROM)
	Anti-virus software, that will provide virus checking on the internet server machine for incoming and outgoing e-mail messages and files (licence and installation CD-ROM)
	Throughout the licence agreement, Contractor should supply the new version updates of aforementioned softwares without any charge till the end of warranty period.
	All software will be Turkish or English versions with Turkish language support.
The place of delivery of equipment	Identical with the place of installation unless otherwise stated
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.
Post-warranty	Additional period available separately for an order and at the cost of beneficiary
Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.
	The Manufacturer must be ISO 9000:2000 certified
Manuals	User manual in English and/or Turkish for each computer set

3. CLIENT MACHINE AND RELATED SOFTWARE (PCs)

QUANTITY 60

Parameter	Characteristics (minimal requirement)
Processor	Pentium 4 2,6 GHz or equivalent
Main board	Internal bus FSB 533 MHz
Internal bus	2 PCI / 1 AGP
RAM	256 MB DDR with possibility to expand to 512 MB without removal of already installed modules
Hard Drive	80 GB, 7200 rpm
	EIDE, Ultra ATA/100
Video	32 MB AGP
Network adapter	Ethernet adaptor 10/100/1000 Mbits/sec
CD-RW	minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting
FDD	1,44MB, 3,5”
Keyboard	TR Q Win with PS2 or USB connector
Mouse	Type PS2 or USB with scroll-wheel
	Mouse pad
BIOS	Type FLASH EPROM with procedures of energy saving and plug&play

Ports	1 x parallel
	2 x USB 2,0
Power supply	230V, 50Hz, Turkish plug
Chassis	Tower
Operating system	MS Windows XP Pro. TR (licence and installation CD-ROM) with actual Service Pack pre-installed or equivalent
	Drivers for: CD-ROM, CD-RW, Network adapter, and video adapter.
Software	MS Office XP Pro. TR (licence and installation CD-ROM) or equivalent
	Anti-virus software, that will provide virus checking on the internet for incoming and outgoing e-mail messages and files (licence and installation CD-ROM)
	The uniformity of computer elements in the whole delivery is required Throughout the licence agreement, Contractor should supply the new version updates of aforementioned softwares without any charge till the end of warranty period.
	Throughout the licence agreement, Contractor should supply the new version updates of aforementioned softwares without any charge till the end of warranty period.
	All software will be Turkish or English versions with Turkish language support.
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.
Post-warranty	Additional period available separately for an order and at the cost of beneficiary

Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.
	The Manufacturer must be ISO 9000:2000 certified
Manuals	User manual in Turkish for each computer set

4. MONITORS

QUANTITY 71

Parameter	Characteristics (minimal requirement)
Product identification	17" CRT
	Maximum Resolution : 1280 x 1024
	Dot Pitch : .27mm
	Refresh Rate : 50 - 160 Hz
	Plug & play
	Power save
	Conforming TCO 99 regulations or higher
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.
Post-warranty	Additional period available separately for an order and at the cost of beneficiary
Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.
	The Manufacturer must be ISO 9000:2000 certified
Manuals	User manual in English and/or Turkish for each set

5. NETWORK LASER PRINTER

QUANTITY 23

Parameter	Characteristics (minimal requirement)
Page Size	A4
Printing speed	18 pages per minute
Duty Cycle	100 000 pages per month
Resolution	1200 dpi
Paper trays	50 sheets multipurpose
	500 sheets
Memory	64 MB RAM
Interfaces	USB
Net Card	Internal, Ethernet 10/100 Mb/s, RJ-45
Add. Requirements	all cables necessary to connect the printer to computer (Power, USB, UTP)
	Operating system shall be compatible and utilizable with the proposed operating systems for the main and local servers
Power supply	230V, 50Hz, Turkish plug
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.
Post-warranty	Additional period available separately for an order and at the cost of beneficiary

Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.
	The Manufacturer must be ISO 9000:2000 certified
Manuals	User manual in English and/or Turkish for each set

6. RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS)

QUANTITY 1

General Requirements for RDBMS

1. MSSQL 2000 Enterprise Edition or equivalent for two processor
2. THE RDBMS should be compatible and utilizable on the proposed operating system for the main and local servers and client machines.
3. All software will be Turkish or English versions with Turkish language support.

7. QUARANTINE SOFTWARE

(QUANTITY 1)

General Properties Requirements for Quarantine Software

- A network system will be established for phytosanitary service in Turkey. A main computer unit will be established in General Directorate of Protection and Control (GDPC), Ankara. Additionally, 10 local network services will be established and connected to GDPC. The purpose of new network system is, to establish communication among Plant Quarantine Services and Diagnostic Laboratories and GDPC. Using database system, information on imported and exported plants and plant materials and also the situation of harmful organisms will be recorded to the system and be monitored and traced rapidly.
- Web based application software to record imported and exported goods should be prepared according to and include all the information provided in the Form-A, Form-B, Form-C, and Form-D submitted as attachment.
- Local services will have authorisation for entering and storing data and looking at the data entered by other quarantine services.
- In order to analyse data, local services may classify data in their service such as: total import quantity, list of importing countries, plant commodity, importing company, exporting company, plant variety.
- Password must be given to each authorised persons. Local services will be able to make changes in their record only.
- Headquarter will have authorisation collecting data from each local services daily.
- Classify records according to different formats: Country, plant commodity, plant variety, quantity, importing company, exporting company. Headquarter will have the right of giving authorisation to local services on system.
- Programme must be expandable to add features if required such as adding new local services, new forms or queries.
- In harmful organism database system, headquarter will check data according to: class of potato (seed, ware), city, town, village, farmer's name, quantity, registration number.
- Software will be developed in platform free web based software languages like jsp and aspx
- In the database all deleted record must be inserted into second table and they must be accesible by users. Deletad record also must be insertable back to first table when needed by users.

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- All insert, update and delete transections will be inserted with transection datetime and username data into a log table and this records will be accessible to administrator by software.
- First insert datetime, insertedBy, last update datetime, last updatedBy informations for all records will be accessable by users.
- All possible application errors will be inserted into a table with error code, user name and application query wich couosed error. Errors will be accessible to administrator by software.
- Advanced search (dynamic query) for each part with it's tables and it's all table fields will be provided to users.
- In software for each table there should be a default report design (static reports). Users must be able to design their own reports (dynamic reports) in xls and pdf formats.
- Software, table names and table field names will be in Turkish. English version of software, table names and table field names will be provided after test period.
- Data for country, province, town, village, neighbour names will be provided by the contractor when the software test will be started.
- Table structures for the database which are listed here are minimum. Contractor will design database, tables and software structure and ask for the beneficiary's approval.
- Software shall be compatible and utilizable on the proposed operating system for the main and local servers and client machines with Turkish language support.

Requirements for the Development of the Software:

- The contractor shall provide a detailed description of how he proposes to design and develop Quarantine software for laboratories, which shall at least meet the criteria specified in the Technical Specification (Article 7). The proposed work-plan and time-plan for the development should be presented in the offer.
- The contractor must have at its disposition the necessary staff/experts who has certification/degree in system/computer engineering or equivalent professional experience on database design and application software development with minimum of 5 years (at least two CVs), who must have completed 2 relevant IT projects (software development) in last 3 years. Details (internet address, contact persons, description of the project, and evidence of performance which takes the form of certificates issued or countersigned by the competent authority etc.) of the references should be presented in the offer. The CVs of the proposed IT experts shall be presented by using the CV format in Attachment C of the Technical Specifications.

FORM – A

IMPORT CHECK

Information of consignment

TYPE OF CERTIFICATE

EXPORT

RE-EXPORT

Origin country

Date of issue

NAME OF EXPORTER

ADDRESS OF EXPORTER

PHYTOSANITARY CERTIFICATE NO

NAME OF IMPORTER

IMPORTER REGISTRATION NUMBER

ADDRESS OF IMPORTER

DECLARED MEANS OF CONVEYANCE

Bulk

pack

weight

number

other

PLACE OF ORIGIN

NUMBER OF PACKAGES

NAME OF PRODUCT

BOTANICAL NAME OF PLANT(S)

QUANTITY DECLARED

ADDITIONAL DECLARATION

TREATMENT

YES

NO

Active ingredient

Duration and temperature

Concentration

Date

PLACE OF ISSUE

DATE OF ISSUE

Arrival check

DATE OF ARRIVAL

DATE OF INSPECTION

NAME OF INSPECTOR

INSPECTION

visual

laboratory

DECISION

visual

laboratory

Accepted

rejected

Accepted

rejected

[Link to form B](#)

[Link to form B](#)

FORM – B

NOTIFICATION OF INTERCEPTION

CONSIGNOR

Name

Address

Country

INTERCEPTION FILE

Reference no

Message sent to:

EPPO

Other regional organizations

CONSIGNEE

Name

Address

Country

Country-place of destination

TO PLANT PROTECTION ORGANISATION

Name of country

Address

PLACE OF EXPORT

PLACE OF ORIGIN

TRANSPORT

Mode of transportation

Mean(s) of transportation

Identification(s)

POINT OF ENTRY

IDENTIFICATION OF CONSIGNMENT

Type of document

Document no

Country

Place of issue

Date of issue

DESCRIPTION OF THE INTERCEPTED PART OF CONSIGNMENT

Type of package(s)/container(s)

Distinguishing mark(s) of package(s)/container(s)

Number of package(s)/container(s)

Type of consignment

Plant

Plant product

Others

Class of commodity

NET MASS/VOLUME/NUMBER OF CONSIGNMENT

NET MASS/VOLUME/NUMBER OF INTERCEPTED PART

NET MASS/VOLUME/NUMBER OF UNITS OF CONTAMINATED PART

REASON(S) FOR INTERCEPTION

Reason(s)

Scientific name of harmful organism(s)

Extent of contamination

MEASURES TAKEN

Measures

Extent of measures

Quarantine Imposed

Begin date

Anticipated date

Country+place of quarantine

FREE TEXT

INFORMATION ON THE INTERCEPTION

Place/check point

Official service

Date

SENDER OF MESSAGE

Name of official service

Person responsible

Date

FORM C

EXPORT CHECK

TYPE OF CERTIFICATE

EXPORT

RE-EXPORT

Origin country

Date of issue

NAME OF EXPORTER

ADDRESS OF EXPORTER

PHYTOSANITARY CERTIFICATE NO

NAME OF IMPORTER

ADDRESS OF IMPORTER

DECLARED MEANS OF CONVEYANCE

Bulk

pack

weight

number

other

PLACE OF ORIGIN

NUMBER OF PACKAGES

NAME OF PRODUCT

BOTANICAL NAME OF PLANT(S)

QUANTITY DECLARED

ADDITIONAL DECLARATION

TREATMENT

YES

NO

Active ingredient

Duration and temperature

Concentration

Date

PLACE OF ISSUE

DATE OF ISSUE

HARMFUL ORGANISM INFORMATION DATABASE SYSTEM

CITY

TOWN

VILLAGE

NAME OF PRODUCER/OWNER FACILITY

PRODUCER REGISTRATION NUMBER

PHONE NO

FAX NO

NAME AND ADDRESS OF INSPECTOR

PHONE NO

FAX NO

TYPE OF FACILITY

Field

Store

Dispatching Centre

CROP

ACREAGE/AMOUNT (tons)

CATEGORY

SEED

WARE

SYMPTOMS

LABORATORY TEST

INSTITUTE

ADDRESS

PHONE

FAX

DEPARTMENT

Mycology

bacteriology

virology

nematology

entomology

METHOD OF ANALYSIS

VISUAL

CLASSICAL

SEROLOGICAL

MOLECULAR BASED

ATTACHMENT A
Provisional Summary Equipment Distribution List

ITEM	DESCRIPTION	1*	2*	3*	4*	5*	6*	7*	8*	9*	10*	11*	TOTAL
1	Main Server	-	-	-	-	-	-	-	-	-	-	1	1
2	Local Server	1	1	1	1	1	1	1	1	1	1	-	10
3	Client Machine (PCs)	5	5	5	5	5	5	5	5	5	5	10	60
4	Monitors	6	6	6	6	6	6	6	6	6	6	11	71
5	Network Laser Printer	2	2	2	2	2	2	2	2	2	2	3	23
6	MSSQL 2000 Enterprise Edition with licenses for two processors	-	-	-	-	-	-	-	-	-	-	1	1
7	Quarantine Software	-	-	-	-	-	-	-	-	-	-	1	1

- 1* ISTANBUL QUARANTINE SERVICE
2* IZMIR QUARANTINE SERVICE
3* MERSIN QUARANTINE SERVICE
4* ANTALYA QUARANTINE SERVICE
5* TRABZON QUARANTINE SERVICE
6* SAMSUN QUARANTINE SERVICE
7* ISKENDERUN QUARANTINE SERVICE
8* ANKARA PLANT PROTECTION CENTRAL RESEARCH INSTITUTE
9* ADANA PLANT PROTECTION RESEARCH INSTITUTE
10* IZMIR PLANT PROTECTION RESEARCH INSTITUTE
11* GDPC : GENERAL DIRECTORATE OF PROTECTION AND CONTROL,
ANKARA

ATTACHMENT B

Addresses of the Beneficiary Laboratories

Category	Name of Laboratory	Address	Telephone	Fax	E-mail
BIP Network, MAIN SERVER	General Directorate of Protection and Control	Akay caddesi No:3 BAKANLIKLAR, ANKARA	312-417 4176	312-417 8198	cetina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Evkaf Sok. No: 15 ÇEMBERLİTAŞ / İSTANBUL	212-517 8616	212-516 3680	34zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Limon Cad. No: 11 ALSANCAK / İZMİR	232-463 4911	232-463 0994	35zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Sedir Mah. PO Box: 48 ÇALLI / ANTALYA	242-346 6657	242-346 6658	07zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Gazi Mah. 1203 Sok. 33130, MERSİN	324-328 0374	324-326 4549	33zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Sakarya Mah. Muammer Aksoy Cad. No: 140 PO Box: 58 İSKENDERUN / HATAY	326-615 2241	326-615 3934	31zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	Cumhuriyet Cad. Eski Vilayet Konağı SAMSUN	362-435 8480	362-435 1872	55zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	Plant Quarantine Service	İnönü Mah. Hasan Saka Cad. Mimoza Sok. PO Box: 577 TRABZON	462-229 0461	462-229 0614	61zkarantina@kkgm.gov.tr
BIP LOCAL NETWORK	PPCRI	Bağdat Caddesi 250 Yenimahalle/ANKARA	312-344 5994	312-315 1531	Meric_ozakman@zmmae.gov.tr
BIP LOCAL NETWORK	PPRI	Gençlik cd. No.6 Bornova, 35040 İZMİR	232-388 0030	232-374 1653	Gonul_demir@yahoo.com
BIP LOCAL NETWORK	PPRI	PK 21 Köprüköy ADANA	322-321 9581	322-322 4820	ecanihos@hotmail.com

ATTACHMENT C TO THE TECHNICAL SPECIFICATIONS

CURRICULUM VITAE

1. Family name :
2. First names :
3. Date of birth :
4. Nationality :
5. Civil status :
6. Education :

<i>Institution</i>	
Date:	
Degree(s) or Diploma(s)	

<i>Institution</i>	
Date:	
Degree(s) or Diploma(s)	

<i>Institution</i>	
Date:	
Degree(s) or Diploma(s)	

7. Language skills (mark 1 to 5 for competence):

<i>Language</i>	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy):
10. Present position:
11. Years with the firm:
12. Key qualifications (relevant to the project):
13. Specific working experience (relevant to the project):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

14. Professional experience:

Date: from - to (month/year)	
Location	
Company	
Position	

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Description	
-------------	--

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

15. Others:

Publications:

16. Address:

Part 2 - the Contractor's technical offer

ANNEX III : Model financial offer

Page No 1 of 2

PUBLICATION REFERENCE: EuropeAid/116379/D/S/TR

NAME OF TENDERER:

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

A	B	C	D	E (BxD)
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY DDP [PLACE OF ACCEPTANCE] AS INDICATED IN ATTACHMENT B OF ANNEX II EUROS	TOTAL EUROS
1	1	Main Server Machine and Related Software		
2	10	Local Server Machine and Related Software		
3	60	Client Machine and Related Software (PCs)		
4	71	Monitors		

5	23	Network Laser Printer		
6	1	Relational Database Management System (RDBMS)		
7	1	Development of a Quarantine Software		
			Total Supply Cost	
		Training	Lump sum	
			GRAND TOTAL	

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

On behalf of [.....]

by [name]

[tenderer's stamp and signature]

ANNEX III-B

List of Spare Parts According to Articles 1.3, 11.1 (b) and 11.2 (b) of the Instructions to Tenderers

Page No 1 of 2

PUBLICATION REFERENCE: EuropeAid/116379/D/S/TR

NAME OF TENDERER:

Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

A	B	C	D
ARTICLE	QUANTITY	DESCRIPTION OF ARTICLE	UNIT COSTS WITH DELIVERY DDP EUROS
1	1	Main Server Machine and Related Software	
		Spare Part XXXX	
2	10	Local Server Machine and Related Software	
		Spare Part XXXX	
3	60	Client Machine and Related Software (PCs)	

		Spare Part XXXX	
4	71	Monitors	
		Spare Part XXXX	
5	23	Network Laser Printer	
		Spare Part XXXX	

(Rows can be added according to needs)

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

by [name]

On behalf of [.....]

[tenderer's stamp and signature]

ANNEX IV : MODEL PERFORMANCE GUARANTEE

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

Title of contract: Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services

Identification number: EuropeAid/116379/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, Ehlıbeyt Mahallesi, 6.Sokak, No: 16/8, Ekşiođlu İş Merkezi, 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: Border Inspection Post Network Systems - IT
Equipment for Plant Quarantine Services**

Identification number: EuropeAid/116379/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, Ehlıbeyt Mahallesi, 6.Sokak, No: 16/8, Ekşiođlu İş Merkezi, Balgat, Ankara, Turkey**, the payment of [indicate the amount of the pre-financing / balance], corresponding to the pre-financing/balance as mentioned in Article 26.5 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

a) 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.

CENTRAL FINANCE AND CONTRACTS UNIT –CFCU

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.

b) ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Border Inspection Post Network Systems - IT Equipment for Plant Quarantine Services	Publication reference :	EuropeAid/116379/D/S/TR
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No	Checked Item	Grounds		Tenderer No					
				1	2	3	4	5	6
1.	Document certifying Tenderer's nationality including one from each consortium partner, in the case of consortium (e.g. extract from Commercial Register)	Inst. Art. 3	Yes/No						
2.	Eligible origin and proper statement attesting the origin of the supplies tendered	Instr. Art. 4.1 & 11.4	Yes/No						
3.	Price in Euro	Instr. Art. 6	Yes/No						
4.	Language as required	Instr. Art. 9	Yes/No						
5.	Period of validity of the offer	Instr. Art. 8 Tender submission form p. 3.5	Yes/No						
6.	Required number of copies (original and 3 copies)	Instr. Art. 10.2 and	Yes/No						
7.	Tenderer's best delivery schedule which covers all tasks specified in the tender dossier.	Instr. Art. 11.1 (a), Special Cond. Art. 13	Yes/No						
8.	A training proposal including a description of methodology and courses referring to the related equipment and software with a work-plan, time-plan and qualifications of trainers (shall be presented by using the CV format in Attachment C of the Technical Specifications) as defined in Annex II- Technical Specifications	Instr. Art. 11.1	Yes/No						
9.	A "list" of spare parts with itemized unit prices necessary for the use of the equipment for a period of 24 months	1.3, Instr. Art. 11.1	Yes/No						
10.	Financial offer	Instr. Art. 11.2	Yes/No						

11.	The details of the bank account (duly completed Financial Identification form)	Instr. Art. 11.3 Annex to the Tender Form for a Supply Contract	Yes/No						
12.	Duly authorised signature	Instr. Art. 11.5 Tender submission form, p. 3	Yes/No						
13.	A description of the commercial warranty tendered in conformity with The Technical specifications.	Instr. Art. 11.6	Yes/No						
14.	Tenderers must include a statement regarding the content and extent of subcontracting envisaged, if subcontracting is proposed in the tender.	Instr. Art. 11.1	Yes/No						
15.	Tender guarantee for the required amount in required form.	Instr. Art. 11.7	Yes/No						
16.	Evidence that facilities for warranty offered are available for supplies offered at the delivery places	Instr. Art. 11.10	Yes/No						
17.	CV's of experts for software development	Instr. Art. 11.10	Yes/No						
18.	A statement to the effect that tenderer is 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	Yes/No						
19.	The front page of both the Technical Specifications and the General Conditions and all pages of Special Conditions and Financial Offer (Annex-III) must be initialled by the tenderer and submitted with their bid	Instr. 11.12 (a)	Yes/No						
20.	Duly completed Tender Form for a Supply Contract	Inst. Art. 11.12 (c)	Yes/No						
21.	Tenderer's declaration signed and stamped (by all consortium partners, for a consortium)	Tender Form for a Supply Contract p. 3 and Instr. Article 18	Yes/No						
22.	Leader of a consortium designated. (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. The confirmation of association and designation of a lead company must be signed by all consortium members)	Instr. Art. 18.1 Tender submission form p. 1	Yes/No						
23.	No variant solution is provided	Inst. Art. 20.5	Yes/No						
	Overall decision (Accepted/Rejected) : Tender accepted for further evaluation (P) or rejected (F)		Pass/Fail						

Legend:

Y Yes
N No
C Clarification Requested
N/A Not Applicable
P Pass
F Fail

Chairman
Signature
Date

(Initials of each of the Evaluation Committee members)

c) TECHNICAL EVALUATION GRID

Article	MINIMUM TECHNICAL CRITERIA	Compliance					
		Y/N					
		Tenderers					
		1	2	3	4	5	6
1. MAIN SERVER MACHINE AND RELATED SOFTWARE		QUANTITY 1					
Equipment general properties	Console switch 4 ports + assembly						
	Rack console with 15" color monitor and Turkish Q keyboard						
System Hardware	Four (4) Xeon processor at 2.00GHz/1MB or equivalent						
	8 GB DDR-RAM						
	Four (4) Ethernet adaptor 10/100/1000 Mb/s						
	CD-RW minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting						
	1.44 Floppy drive						
	Two (2) 72 GB Pluggable Ultra 160 SCSI Hard Drive						
	Redundant power supply						
Tape Backup Unit	External tape drive						

	80 GB native capacity, 5 MB/s native transfer rate						
	Driver and software for the proposed operating system						
Uninterruptible Power Supply (UPS)	2.5kW, 230 V Output / 230 V Input.						
	Hot-swappable batteries						
	Bundled with Power Management Software						
Software	Windows 2003 Enterprise operating system or equivalent (licence and installation CD-ROM)						
	Anti-virus software, that will provide virus checking on the internet server machine for the files and incoming and outgoing e-mail messages (licence and installation CD-ROM).						
	All software will be Turkish or English versions with Turkish language support.						
	A statement from the Contractor to the effect that, throughout the licence agreement, he shall supply the new version updates of aforementioned softwares without any charge till the end of warranty period.						
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.						
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.						
Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.						
	The Manufacturer must be ISO 9000:2000 certified						

Manuals	User manual in English and/or Turkish for each computer set							
2. LOCAL SERVER MACHINE AND RELATED SOFTWARE		QUANTITY 10						
Equipment general properties	Rack console with 15”TFT monitor and Turkish Q keyboard							
System Hardware	Two (2) Xeon processor at 2.4GHz or equivalent							
	4 GB DDR-RAM							
	CD-RW minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting							
	1.44 Flopy drive							
	Two (2) 30 GB Pluggable Ultra 160 SCSI Hard Drive							
	Redundand power supply							
	2x24 port 100/1000 switch							
	enough patch panels to connect terminals.							
	ADSL internet connection modem							
Tape Backup Unit	External tape drive							
	80 GB native capacity, 5 MB/s native transfer rate							
	Driver and software for the proposed operating system							

Uninterruptible Power Supply (UPS)	2.5kW, 230 V Output / 230 V Input.						
	Hot-swappable batteries						
	Bundled with Power Management Software						
Software	MS Windows 2003 Enterprise Server operating system or equivalent (licence and installation CD-ROM)						
	Anti-virus software, that will provide virus checking on the internet server machine for incoming and outgoing e-mail messages and files						
	All software will be Turkish or English versions with Turkish language support.						
	A statement from the Contractor to the effect that, throughout the licence agreement, he shall supply the new version updates of aforementioned softwares without any charge till the end of warranty period.						
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.						
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.						
Certificate	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.						
	The Manufacturer must be ISO 9000:2000 certified						
Manuals	User manual in English and/or Turkish for each computer set						

3. CLIENT MACHINE AND RELATED SOFTWARE (PCS)		QUANTITY 60					
Processor	Pentium 4 2,6 GHz or equivalent						
Main board	Internal bus FSB 533 MHz						
Internal bus	2 PCI / 1 AGP						
RAM	256 MB DDR with possibility to expand to 512 MB without removal of already installed modules						
Hard Drive	80 GB, 7200 rpm						
	EIDE, Ultra ATA/100						
Video	32 MB AGP						
Network adaptor	Ethernet adaptor 10/100/1000 Mbits/sec						
CD-RW	minimum 24x / 10x /48x (W / RW / R), included software (1 license) for CD recording and rewriting						
FDD	1,44MB, 3,5"						
Keyboard	TR Q Win with PS2 or USB connector						
Mouse	Type PS2 or USB with scroll-wheel						
	Mouse pad						
BIOS	Type FLASH EPROM with procedures of energy saving and plug&play						
Ports	1 x parallel						

	2 x USB 2,0						
Power supply	230V, 50Hz, Turkish plug						
Chassis	tower						
Operating system	MS Windows XP Pro. TR (licence and installation CD-ROM) with actual Service Pack pre-installed or equivalent						
	Drivers for: CD-ROM, CD-RW, Network adapter, and video adapter.						
Software	MS Office XP Pro. TR (licence and installation CD-ROM) or equivalent						
	Anti-virus software, that will provide virus checking on the internet for incoming and outgoing e-mail messages and files (licence and installation CD-ROM)						
	The uniformity of computer elements in the whole delivery is required						
	Throughout the licence agreement, Contractor should supply the new version updates of aforementioned softwares without any charge till the end of warranty period.						
	All software will be Turkish or English versions with Turkish language support.						
Warranty requirements	The system should have at least 2 years full guarantee after the date of provisional acceptance.						
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.						
Certificates	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.						

	The Manufacturer must be ISO 9000:2000 certified						
Manuals	User manual in Turkish for each computer set						
4. MONITORS		QUANTITY 71					
Product identification	17" CRT						
	Maximum Resolution : 1280 x 1024						
	Dot Pitch : .27mm						
	Refresh Rate : 50 - 160 Hz						
	Plug & play						
	Power save						
	Conforming TCO 99 regulations or higher						
Certificates	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.						
	The Manufacturer must be ISO 9000:2000 certified						
Warranty	The system should have at least 2 years full guarantee after the date of provisional acceptance.						
	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.						
Manuals	User manual in English and/or Turkish for each set						

5. NETWORK LASER PRINTER		QUANTITY 23					
Page Size	A4						
Printing speed	18 pages per minute						
Duty Cycle	100 000 pages per month						
Resolution	1200 dpi						
Paper trays	50 sheets multipurpose						
	500 sheets						
Memory	64 MB RAM						
Interfaces	USB						
Net Card	Internal, Ethernet 10/100 Mb/s, RJ-45						
Add. Requirements	all cables necessary to connect the printer to computer (Power, USB, UTP)						
	Operating system shall be compatible and utilizable with the proposed operating systems for the main and local servers						
Power supply	230V, 50Hz, Turkish plug						
Certificates	The offered product should bear a CE marking symbolising conformity with all applicable Community provisions and directives.						
	The Manufacturer must be ISO 9000:2000 certified						
Warranty	The system should have at least 2 years full guarantee after the date of provisional acceptance.						

	A statement from the Contractor to the effect that, during warranty period, he shall provide free of charge to the end users new versions of BIOS, firmware and drivers – if applicable.						
Manuals	User manual in English and/or Turkish for each set						
6. RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS)		QUANTITY 1					
General	MSSQL 2000 Enterprise Edition or equivalent for two processor						
	THE RDBMS should be compatible and utilizable on the proposed operating system for the main and local servers and client machines.						
	All software will be Turkish or English versions with Turkish language support.						
7. DEVELOPMENT OF A QUARANTINE SOFTWARE		QUANTITY 1					
	The contractor shall provide a detailed description of how the tenderer proposes to design and develop Quarantine software for laboratories, which shall at least meet the criteria specified in the Technical Specification (Article 7). The proposed work-plan, time-plan and staff (shall be presented by using the CV format in Attachment C of the Technical Specifications) for the development should be presented in the offer.						
	The contractor must have at its disposition the necessary staff/experts who has certification/degree in system/computer engineering or equivalent professional experience on database design and application software development with minimum of 5 years (at least two CVs), who must have completed 2 relevant IT projects (software development) in last 3 years. Details (internet address, contact persons, description of the project, and evidence of performance which takes the form of certificates issued or countersigned by the competent authority etc.) of the references should be presented in the offer. The CVs of the proposed IT experts shall be presented by using the CV format in Attachment C of the Technical Specifications.						

Chairmans name			Chairmans signature		
Evaluator's name					
Evaluator's signature					
Date					

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: EuropeAid/116379/D/S/TR
Title of contract: Border Inspection Post Network Systems - IT
Equipment for Plant Quarantine Services

<Place and date>

A: Central Finance and Contracts Unit
Ehlibeyt Mahallesi 6.Sokak No:16/8
Ekşioğlu İş Merkezi 06520 Balgat ANKARA.

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 [.....] of [./././]. 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 [.....] from the final date for submission of tenders, i.e. until [./././].
- 6 If our tender is accepted, we undertake to provide a performance guarantee of [.....], 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 in Clause 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: Border Inspection Post Network Systems - IT
Equipment for Plant Quarantine Services**

Identification number: EuropeAid/116379/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, Ehlibeyt Mahallesi, 6.Sokak, No: 16/8, Ekşiođlu İş Merkezi, 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 sixty 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:

