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Tender docs

To all Tenderers

**Attention Please !**

This tender dossier contains new tender documents:

- **Draft Contract**
- **Instructions to Tenderers (Version 1/1997)**
- **Guidelines for the preparation of the Technical and the Financial Proposal (Version 1/1997 A)**
- **General Regulations for Tenders and the Award of Service Contracts financed from Phare/Tacis Funds (Version 1/1997)**
- **General Conditions for Service Contracts financed from Phare/Tacis Funds (Version 1/1997).**

Should you wish to have explanations on a particular item in these documents please feel free to contact the Tacis Procurement Unit:

Phone: 00 32 2 230 51 51  
Fax : 00 32 2 280 15 68  
E-mail : [tacispu@innet.be](mailto:tacispu@innet.be)



EUROPEAN COMMISSION  
DIRECTORATE GENERAL IA  
External Relations: Europe and the New Independent States,  
Common Foreign and Security Policy and External Missions  
Directorate C - Relations with the New Independent States and Mongolia

Brussels, 13 May 1997

## Letter of Invitation to Tender for

Project Title : **Traceca Coordination Team**

Project N°: **TNREG9604**

issued by  
the European Commission  
Financed from Tacis Funds

To: **Tractebel Development**  
**Attn.: Mrs Laurence DeGrave**  
**Avenue Ariane, 7**  
  
**B - 1200 Bruxelles**

Dear Sirs,

The European Commission (Contracting Authority) invites you to submit a tender for the above mentioned project according to the enclosed tender dossier.  
All details and regulations are laid down in the enclosed Instructions to Tenderers which should be read carefully and followed precisely.

The total budget available for this contract amounts to ECU 900,000 .

Tenders must be submitted to the Contracting Authority and must have been received on 15 July 1997 at 11:00 hours local time at the latest, at the following address:

Tacis Procurement Unit  
23a, rue Bélliard  
B-1040 Brussels  
BELGIUM  
Fax (+32-2) 280 15 68

Receipt of this letter should be acknowledged by fax. Please inform us to the aforementioned address within 10 days of receipt whether you intend to submit a tender.

Yours faithfully,

For the Contracting Authority

A handwritten signature in black ink, appearing to read "M. Vanbi". The signature is written in a cursive style with a large initial "M" and a long, sweeping tail.

## SHORT LIST

Project N° :

TNREG9604

Project Title :

Traceca Coordination Team

Company	Contact	Address	City	Work phone	Work fax
Nethconsult Foundation	Mr Quirijn Röell	Koningskade 30	NL - 2596 AA The Hague	(+31-70) 326 29 11	(+31-70) 324 46 24
Parc Aviation Ltd	Mr Jim Attley	St John's Court; Sword Road	IRL - Santry - Dublin 9	(+353-1) 842 99 33	(+353-1) 842 64 42
Port Autonome de Marseille	Mr A Renault	23 Place de la Joliette; BP 1965	F - 13226 Marseille Cedex 2	(+33-4) 91 39 40 80	(+33-4) 91 39 45 80
Rogge Marine Consulting GmbH	Mr H Blohm	Am Leuchtturm 3; P.O. Box 12 04 61	D - 27568 Bremerhaven	(+49-471) 4802 230	(+49-471) 4802 129
Roughton International	Mr John Saunbury	321 Millbrook Road West	UK - Southampton SO15 0HW	(+44-1703) 705 533	(+44-1703) 701 060
Studio Tecnico	Dott Ing Pietro Barbanente	Via Lorenteggio 31	I - 20146 Milano	(+39-2) 427 869	(+39-2) 427 869
Tractebel Development	Mrs Laurence DeGrave	Avenue Ariane, 7	B - 1200 Bruxelles	(+32-2) 773 95 08	(+32-2) 773 88 50



## EUROPEAN COMMISSION

Directorate General IA

External Relations: Europe and the Newly Independent States,

Common Foreign and Security Policy, External Service

Directorate C - Relations with the New Independent States and Mongolia

C1 Horizontal matters including Tacis

EURO Nr.: 1577

### INSTRUCTIONS TO TENDERERS <sup>1)</sup>

By submitting a tender, the Tenderer accepts in full all the Special and General Conditions contained in this tender dossier as the sole basis for this tender, waiving his own conditions of contract. These Instructions to Tenderers take precedence over the General Regulations for Tenders and Award of Service contracts financed from Phare/Tacis funds.

Tenderers are expected to carefully examine and respect all instructions, forms, Terms of Reference and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will generally result in rejection of the tender.

#### **A. Participation**

The general provisions for eligibility are defined in Article 4 of the General Regulations for Tenders and the Award of Service Contracts financed from Phare/Tacis Funds.

Participation as Tenderers is open only to the firms listed on the Short List.

Consortia are permitted provided that article 17 of the General Regulations is complied with and that the leader of the consortium is a short-listed firm.

Entering into a consortium has to be announced to the Contracting Authority within 20 days after receipt of this Tender Document. The consortium must clearly indicate which firms have been appointed by the others as the lead firm (the contact point for the Contracting Authority) and will present only one joint offer. No more than three short-listed firms may participate in the same consortium without approval from the Contracting Authority.

Sub-contracting is permitted providing that the contractual liability remains with the Tenderer. It must be stated clearly in the offer if the Tenderer intends to subcontract one or several parts of the Contract. No more than three short-listed firms may be associated by the Tenderer as sub-contractors without approval from the Contracting Authority.

Whenever a firm not included on the Short List is to be associated as a subcontractor or as a member of a consortium, the major part of the services must be rendered by the short-listed firm or firms.

The Contracting Authority reserves the right to reject any consortia or one or more proposed members of a consortium or any subcontractor who do not comply with the rules on eligibility.

The participation of local firms or experts (i.e. of the partner country) is highly welcomed and will be taken into account in the evaluation (see section F of these "Instructions to Tenderers").

In case the service contract includes supply of equipment, all goods and equipment offered and supplied must originate in a member state of the European Community or in one of the recipient states of the Tacis programme.

#### **B. Conditions for Submission of Tenders**

Tenders will be accepted only if they comply with the following conditions:

1. **Tenders must be submitted to the Contracting Authority and have been received at the place and by the time mentioned in the Invitation to Tender.**

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1) Note: This text is also available in French and German; Fax Nr. 0032 2 296 33 79

The deadline for the submission of Tenders shall not be less than sixty (60) calendar days from the date of sending of the invitation to Tender.

Tenders may be sent by registered post with advice of reception, express mail or delivered by hand against receipt signed by the Contracting Authority's representative.

2. All tenders must be submitted in a sealed envelope bearing only:
  - a) The name and address specified for submission of tenders at point 1;
  - b) The project title and number;
  - c) Name of the Tenderer;
  - d) The indication: "Not to be opened before the tender opening session"
3. This envelope must contain two separately sealed envelopes ("double envelope system"):
  - 3.1 One sealed envelope containing the technical proposal (two originals and ~~...~~<sup>4</sup> copies as described below (C.1). This envelope must be marked "technical proposal", and indicate the project title and number and the name of the Tenderer; and
  - 3.2 One sealed envelope containing the financial proposal (one original and two copies) as described below (C.2). This envelope must be marked "financial proposal" and indicate the project title and number and the name of the Tenderer.

### C. Content of Tenders

The tender submitted by the Tenderer shall fully comply with the requirements set out in the tender dossier and comprise:

1. A technical proposal consisting of:
  - 1.1 Statements and Terms of Reference (future Annex A to the Contract).
    - a) A letter accompanying the Tender signed by an authorised representative of the Tenderer and giving exact reference of the Tenderer's contact person, address, phone and fax number, and confirming the Tenderer's intention to provide the services in conformity with this tender dossier.
    - b) Annex A. Terms of Reference. They describe in detail the nature of the project and the activity which is needed. Tenderers must carefully read them and may not modify them. Terms of Reference will become Annex A to the contract.
  - 1.2 Annex B. Organisation and Method Annexed to the Draft Contract are guidelines for the preparation of Annex B Organisation and Methods. Organisation and Methods is the core of the tender and will become Annex B to the contract. **It is essential that the Organisation and Methods conform perfectly to the Term of Reference: failure to conform may lead to the rejection of the tender.**

This part shall cover in particular:

- a) an interpretation of the terms of reference to demonstrate the Tenderer's understanding of the project and its key issues.
  - b) the approach proposed including a detailed schedule of activities considered necessary to reach the envisaged project result and of the inputs required in terms of expert time, equipment, etc. to implement the project. The total amount of man-days proposed for each expert must be clearly stated..
  - c) the time schedule envisaged by the Tenderer with specific reference to mobilisation of the team, submission of reports and documents, specific meetings, etc.
  - d) the organisation to be applied in terms of institutional arrangements.
- 1.3 Annex C. List of staff. Tenderers are requested to submit curricula vitae of all experts they suggest to participate in the implementation of the project. The format attached to the Draft Contract provides an example which may be changed on condition that the information supplied is complete and accurate.

Furthermore, the following should be included:

- A signed commitment from each of the named experts to accept the work proposed by the Tenderer, if the Tenderer is awarded the contract;
- A document of maximum 10 pages showing the firm's experience in the relevant field, and other information such as the firm's structure and size or the firm's Headquarters ability of back-stopping the on-site operations (the same applies to the proposed sub-contractor(s), if there is any).

The Curricula vitae will become Annex C to the contract.

- 1.4 A copy of the first page of the General Conditions for Service Contracts financed from Phare/Tacis funds.
- 1.5 A statement concerning the sub-contracting envisaged for parts of the services, if sub-contracting is envisaged, signed by the Tenderer.

## 2. A financial proposal comprising:

### 2.1 Annex D. Breakdown of Prices

Breakdown of Prices should be prepared in accordance with the format of annex D of the draft contract and prices must be expressed in ECU. Tenders in any other currency or an **incorrect presentation of the Breakdown of Prices may lead to the rejection of the tender.**

- 2.2 The Draft Contract initialled by the Tenderer for acceptance.

## D. Variant Solutions

A Variant solution is an offer which suggests services alternative to those requested in the Terms of Reference and which will better satisfy the requirements of the recipient. One variant solution is allowed provided that a conforming solution is also submitted and that Art. 7 of the General Regulations for Tenders and the Award of Service Contracts financed from Phare/Tacis funds is complied with.

## E. Selection of the Contractor

1. Firstly, the evaluation committee will carry out an initial examination of the conformity of tenders, excluding prices. If necessary, the evaluation committee may request Tenderers by telex or fax to give further details to clarify the content of their tenders. Tenders which remain incomplete with regard to major items or which contain reservations considered by the evaluation committee to be substantial would be rejected.
2. The technical proposals shall be evaluated, in particular, with regard to:
  - The organisation, time schedule, methods and plan of work, proposed for providing the services.
  - The experience of the Tenderer(s) and sub-contractor(s) for the provision of the services required.
  - The qualifications, experience and skills of the staff proposed for the provision of the services.
  - Previous experience in Tacis or Phare is not taken into consideration.
  - Use of local companies/experts, their integration into the project and their contribution to sustainability of the project results.
3. The technical evaluation may include interviews of the person or persons proposed in the tender. If required, these interviews will take place on the date and at the place communicated by the Contracting Authority in due time. The results of these interviews will be integrated into the final assessment of the tenders.
4. On the basis of this technical evaluation, the financial proposals shall be opened for those tenders which are technically acceptable (that is: ranked minimum 65 out of 100); the economically most advantageous offer shall be proposed for the conclusion of a contract, provided that (i) the total price is within the scope of the funds available and (ii) the unit prices are all in line with the market. The economic rating is found by weighting the technical proposal 70% and the financial proposal 30%.

5. The Contracting Authority is not bound to accept the lowest offer or to award any contract.
6. Tenderers will be informed of the decision on their bid(s).

#### **F. Conditional Clause**

Save as provided in the General Regulations for tenders and the award of services contracts financed from Phare/Tacis funds, the present restricted tender and the award of the contract are subject to the financing decision of the Commission of the European Communities and to the approval by the Partner State of the relevant project.

In the event that either the Commission of the European Communities does not deliver its decision, or the Partner State does not approve the relevant project, the present restricted tender will be cancelled in compliance with the provisions of the General Regulations.

By submitting a tender, the Tenderer accepts in full the present clause F.

#### **G. Interventions or representations**

During the evaluation period (i.e. from the tender closing date until the signature of the contract) any interventions or representations by tendering firms or by others on their behalf or in their favour are not permitted.

Should there be any such intervention or representation this may lead to the exclusion of the Tenderer concerned.

The Commission reserves the right to bring any interventions or representations to the attention of all participating Tenderers.

#### **H. Validity and Conditions of Tenders**

1. The Tenderer is bound by its offer for a period of 120 calendar days as from the final date for the submission of tenders. The Tenderer selected shall be bound by his tender for a further period of 60 days (See article 19 of the General Regulations for Tenders and the Award of Service Contracts financed from Phare/Tacis Funds).
2. Any request for supplementary information by any Tenderer during the tendering period should be submitted to the Contracting Authority in written form (letter, telex or fax). The Contracting Authority will, where appropriate, answer such requests in the form of an addendum to the tender dossier which will be sent simultaneously to all invited firms. If no answer is given, the tender conditions remain unchanged.

#### LIST OF Tacis STATES (see Art. 4.2. of the General Regulations)

The list of beneficiary countries comprises all countries to which Council Regulation n° 1279/96 of 25/6/96 applies.

These are: Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Mongolia, Russian Federation, Tadjikistan, Turkmenistan, Ukraine, Uzbekistan,





EUROPEAN COMMISSION

DIRECTORATE GENERAL IA

External Relations: Europe and the New Independent States,

Common Foreign and Security Policy and External Missions

Directorate C - Relations with the New Independent States and Mongolia

## IV. DRAFT TACIS SERVICE CONTRACT

Please fill in fields highlighted as 

Number \_\_\_\_ - \_\_\_\_

for the Project entitled: **Traceca Coordination Team**

Project Number: **TNREG9604**

Maximum total amount: **ECU 900,000.00**

Legal Duration: **12 months**

Number of pages: **5**

### SIGNATURES:

Read and approved for the  
European Commission

Read and approved  
for the Contractor

At Brussels

At

Date

Date

Name/Title

Name/Title

Mr T Summa, Director

Between

THE EUROPEAN COMMUNITY represented by the COMMISSION OF THE EUROPEAN COMMUNITIES

for its part represented by Mr T Summa, Director,

hereinafter referred to as the Contracting Authority,

AND

[REDACTED]  
with its registered office at [REDACTED],

represented by (name,title) [REDACTED],

hereinafter referred to as the Contractor.

It is agreed within the context of the European Communities' Tacis Programme to provide services as follows:

### **Article 1**

#### **OBLIGATIONS OF THE CONTRACTOR**

1. This Contract has the objective to provide the services specified in the annexed Terms of Reference and the Contractor's corresponding offer.

To this effect, the Contractor shall carry out the tasks described in the Terms of Reference (Annex A), hereinafter referred to as the Services, in accordance with the terms of this Contract and its Annexes A, B, C, D, E, F.

2. The Contractor shall assume technical responsibility and general supervision for the tasks specified in Annex A.

### **Article 2**

#### **DURATION OF THE CONTRACT**

1. The Contract will come into force as of the date of its signature by both Parties, hereinafter referred to as the effective date of the Contract.
2. The Contractor shall start the implementation of the tasks provided for under the present Contract within fifteen days from the effective date of the Contract.
3. The Contractor shall complete the implementation of the tasks provided for under the present Contract within 12 months counted from the effective date of the Contract.

### **Article 3**

#### **ORGANISATION AND PERFORMANCE OF THE SERVICES**

1. The Contractor shall provide the administrative and logistical support necessary to carry out the services.
2. The Contractor shall provide the necessary personnel for the proper performance of the Contract whose names, qualifications and experience are listed in Annex C to carry out the services and specific tasks assigned to them.

3. The Contractor's or sub-contractor's personnel working in the context of this Contract shall at all times remain the Contractor's or sub-contractor's personnel. The Contractor/sub-contractor shall fulfil all legal obligations in respect of social security, of medical insurance, and of fiscal and other charges.

#### **Article 4**

##### **ADDRESSES**

Reports and all other communications between the Contracting Authority and the Contractor shall be sent to the following addresses in the English language, if not specified differently in Annex A - Terms of Reference :

For the Contracting Authority:

- A) Reports and communications in general shall be sent to the Contracting Officer:

The European Commission

DG IA C4

Attn.: Mr D Stroobants

88, Rue d'Arlon

B - 1040 Brussels

Tel (+32-2) 299 05 79

Fax (+32-2) 296 39 12

- B) Invoices and other communications concerning payments shall be sent to:

DG IA F3 - Financial Management

Attn.: Mr F Melandro Arnaiz

Tel (+32-2) 296 25 01

Fax (+32-2) 296 33 79

For the Contractor:

Tel	Fax

#### **Article 5**

##### **REMUNERATION/PRICES**

1. The total amount to be paid under the Contract shall not exceed ECU ..... as laid down in the Breakdown of Prices enclosed to this contract as Annex D to be an integral part thereof.
2. No revision of prices will be applicable to this Contract.

#### **Article 6**

##### **PAYMENTS**

1. Payments to the Contractor are due for Services rendered when the Services have been performed to the satisfaction of the Contracting Authority.
2. The Contractor shall be entitled to payment for :

- A) Fees and Direct Expenses

For fees and direct expenses payment shall be made in accordance with the payment plan mentioned below and subject to any particular provision (e.g. linked to approval of reports):

## Advance

An advance of ECU ..... (representing 35% of the fees and direct expenses) will be made after signature of the Contract and upon receipt of a written request for payment and of a bank guarantee as per Annex F to this Contract.

## Interim Payments

1. A first payment of up to ECU ..... representing 45.0% of the fees and direct expenses (= ECU ..... ) minus reimbursement of 50.0% of the advance (= ECU ..... ) will be made to the Contractor after the fifth month following the date set in Article 2 paragraph 1 upon submission of an invoice and approval by the Contracting Party of the required reports and work as defined in the Terms of Reference.
2. A second payment of up to ECU ..... representing 45.0% of the fees and direct expenses (= ECU ..... ) minus reimbursement of 50.0% of the advance (= ECU ..... ) will be made to the Contractor after the tenth month following the date set in Article 2 paragraph 1 upon submission of an invoice and approval by the Contracting Party of the required reports and work as defined in the Terms of Reference.

## Final Payment

Final payment up to the balance of the fees and direct expenses will be made after approval by the Contracting Party of the final report (see Terms of Reference).

## B) Reimbursable expenses

For the reimbursable component, a separate invoice shall be submitted with the corresponding interim and final payments along with all necessary documents (originals) and vouchers.

### Article 7 (GC: 27, 28, 31)

#### PAYMENT PROCEDURE

The Contracting Authority shall make payments to the Contractor in accordance with the following provisions :

1. Payments shall be made into the Contractor's bank account :

Account Holder :

Account Number :

Bank address :

Banking Code :


2. Payments shall be made in ECU.
3. Payments shall be made only upon submission of invoices to the address stated in Article 4. The Contractor shall submit invoices on the basis of the work actually carried out, broken down as appropriate into:
  - a) fees
  - b) direct costs
  - c) reimbursable expenses (separate invoices).
4. Conversion to ECU from other currencies, where necessary, shall be made on the basis of the rate defined in article 91 of the Commission Regulation (EEC, Euratom, ECSC) n° 610/86 of 11/12/1986 laying down rules for the implementation of certain provisions of the Financial Regulation of 21/12/1977 for the month in which the expenses were incurred. Such rates are published in the Supplement to the European Communities Official Journal after the 10th of each month.

5. Invoices and requests must be duly signed and made out to the Contracting Party.
6. Payments shall be made only if invoices and requests are accompanied by the necessary supporting documents, including original travel tickets/stubs, subcontractor's invoices, etc..

#### **Article 8 (GC: 36)**

#### **TAXES**

In the European Communities, the Commission as a Contracting Authority is exempt from all taxes and duties, including Value Added Tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities with regard to its financial contribution to the Contract.

In the recipient state the Contractor benefits from the tax exemptions and other facilities granted as per Annex F.

The Contracting Authority shall bear no financial liability in the event that the authorities of the recipient state should refuse to apply in favour of the Contractor the above mentioned exemptions and privileges. Should such an event occur, the Contractor will inform the Contracting Party immediately. The Contracting Authority shall exert its best efforts to support the Contractor in dealing with the competent authorities.

If, pursuant to the fiscal legislation to which the Contractor is subject, he should be obliged to pay Value Added Tax for the services rendered under this Contract, the respective amounts shall be deemed to be already covered in the fees and rates paid.

#### **Article 9**

#### **LAW OF THE CONTRACT**

All texts of the Contract shall be construed according to the provisions and principles of the law of the European Communities. For all matters not covered by the Contract provisions, the performance of the Contract shall be governed by the law of Belgium.

#### **Article 10**

#### **DISPUTES**

Any disputes arising out of or relating to this Contract which cannot amicably settled will be referred to the exclusive jurisdiction of the competent Court in Brussels, Belgium.

#### **Article 11**

#### **GENERAL AND FINAL PROVISIONS**

1. This contract is composed of :

The Contract

- Annex A: Terms of Reference
- Annex B: Organisation and Methods
- Annex C: List of Staff
- Annex D: Breakdown of Prices
- Annex E: General Conditions for Service Contracts financed from Phare/Tacis funds
- Annex F: Miscellaneous

All these parts form an integral part of this Contract.

2. The order of precedence of the Contract documents, in case of any conflict between them, is according to the above mentioned ranking.
3. Any amendment to this Contract must be agreed to in writing.



EUROPEAN COMMISSION

Directorate General IA

External Relations: Europe and the Newly Independent States.

Common Foreign and Security Policy, External Service

# **General Regulations for Tenders and the Award of Service Contracts financed from Phare/Tacis Funds**

Version 1/1997

This text is also available in French and German  
Fax Nr. 0032 2 296 33 79

**GENERAL REGULATIONS FOR TENDERS AND THE AWARD OF SERVICE CONTRACTS  
FINANCED FROM Phare/Tacis FUNDS**

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**GENERAL REGULATIONS**

Tenders and the award of service contracts financed from the resources of the European Community's Phare/Tacis funds shall be governed by these General Regulations.

**Article 1 DEFINITIONS**

1. The following definitions apply to these General Regulations.

**Contract:** the service contract signed as the outcome of the procedure for its award.

**Contracting Authority:** The authority responsible for implementing the rules and procedures for awarding a Contract. The Contracting Authority may be the Partner State, the Programme Management Unit, the Project Beneficiary, the Commission of the European Communities on behalf of the Partner State or of the European Community.

**Contracting Party:** The Party with whom the Contractor enters into a Contract. This may be the Contracting Authority or any other body or organisation which the Contract defines as such.

**Partner State:** The State receiving assistance under the Phare or Tacis programme.

**Phare:** European Community aid programme for reconstruction of the economies of Central and Eastern Europe. Originally "Poland and Hungary: Assistance to the Reconstruction of the Economy". See Council Regulation No 3906/89 and subsequent amendments.

**Services:** Tasks to be performed by the Contractor under the Contract such as studies, designs, provision of short term and long term technical assistance (including monitoring), procurement and tendering operations, certification of quality/quantity aspects and training.

Tacis: European Community aid programme for Technical Assistance to the Commonwealth of Independent States and Mongolia. See Regulation No 1279/96.

Tender: the procedure launched by the Contracting Authority for the award of the Contract.

Tenderer: natural or legal person submitting a bid within the framework of a Tender launched by the Contracting Authority.

Terms of Reference: The document issued by the Contracting Authority giving the definition of its requirements and objectives of the services tendered, including, where applicable, the methods and means to be used and/or results.

2. The headings and titles in these General Regulations shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.
3. The terms "persons" or "parties" shall include firms and companies and any organisation having legal capacity.

#### Article 2 COMPUTATION OF TIME-LIMITS

1. The time-limits referred to in these General Regulations shall begin to run from the beginning of the day following the date of the act or deed which serves as the starting point for those time-limits.
2. Where the time-limit is fixed in days, it shall expire at the end of the last day of the period laid down.
3. Where the time-limit is fixed in months, it shall end on the day having the same number as the day on which it began. In the event of the last month of a time-limit fixed in months not having a day with the same number as the date on which it began, the time-limit shall expire at the end of the last day of that month.
4. Where the last day of a time-limit falls on a public or any other general holiday in the State in which the obligation subject to the time-limit is to be performed, the time-limit shall be extended until the end of the next working day.

#### Article 3 NOTICES AND WRITTEN COMMUNICATIONS

1. Communications between the Contracting Authority and the Tenderers shall be in writing by letter, fax or telex only to the appropriate addresses designated by these parties for the purpose.
2. If the sender requires evidence of receipt, he shall state such requirement in his communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure receipt of his communication.

#### Article 4 ELIGIBILITY

1. This article applies to individual Tenderers as well as to all members of a consortium taking part in a joint tender and to all sub-contractors eventually to be associated in the performance of the Contract.
2. Participation in the invitations to tender and in the award of contracts shall be open on equal terms only to natural and legal persons of the Member States of the European Community and of the countries listed in the Instructions to Tenderers.

For Tacis participation by natural and legal persons from the countries benefiting from Phare as well as, in specific cases, from Mediterranean countries with traditional economic, trade or geographical links may be authorised by the Contracting Authority on a case-by-case basis if the programmes or projects concerned require specific forms of assistance specifically available in such countries.

These terms refer to all nationals of said States and to all legal entities, companies or partnerships, constituted under and governed by civil, commercial or public law, formed in accordance with the law of any one of said States and having their statutory office, central administration or principal place of business in one of these States; however 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 respective State.

3. Tenderers shall certify that they meet these conditions and prove their eligibility by a document, dated less than 90 days previously, drawn up in accordance with their national law or practice, or copies of the original documents



defining the constitution and/or legal status and establishing the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.

4. Tenderers are not eligible for the award of contracts and the Contracting Authority may either exclude them from the Tender or terminate the Contract, without compensation, as of right and without recourse to legal proceedings where:
  - a) they are bankrupt;
  - b) payments to them have been suspended in accordance with the judgement of a court or a judgement declaring bankruptcy and resulting, in accordance with their national laws, in the total or partial loss of the right to administer and dispose of their property;
  - c) legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;
  - d) they are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;
  - e) they are in breach of contract on another contract with the Contracting Authority.

Tenderers shall certify and, upon request, provide evidence satisfactory to the Contracting Authority that none of these situations applies to them.

5. In the case of cofinancing, the participation of natural and legal persons from third countries in the invitations to tender and contracts may be authorised by the Contracting Authority, but only on a case-by case-basis, after examination of the case.
6. The Contracting Authority may refuse at its own discretion members of the Tenderer's staff who are not citizens either of a Member State of the European Community or of the States mentioned under point 2 above.

#### Article 5 APPLICABLE CONDITIONS

1. Except in case of variant solutions, only one tender may be submitted by each Tenderer. No Tenderer or individual staff member thereof may participate in the offer as a key member of another for the same Contract in any capacity whatsoever.  
This may lead to the rejection of the tender.
2. The submission of an offer in reply to an invitation to tender entails the Tenderer's accepting in full all the special and general terms and conditions stipulated in the tender dossier, waiving his own conditions of contract. Any clause to the contrary shall be disregarded or entail the rejection of the offer.

#### Article 6 TERMS OF REFERENCE

The services must in all respects satisfy the requirements laid down in the Terms of Reference which will become Annex A to the Contract.

#### Article 7 VARIANT SOLUTIONS

1. Unless otherwise specified, Tenderers may submit a variant solution. In this case the Instructions to Tenderers shall specify any limitations or requirements applicable to the variant solution. Unless stated otherwise in the Instructions to Tenderers, a variant solution shall only be acceptable if also an offer based on Terms of Reference is presented.
2. Variant solutions may not derogate from the requirements of these General Regulations. If tenders based on variant solutions are evaluated, they shall be evaluated after the tenders based on the tender dossier.

The submission of any variant solution shall comprise:

- a) an individual tender for the variant solution;

- b) a demonstration of the benefit of the variant solution over the conforming solution, including quantifiable justification of any economic advantage; if necessary a technical note on the conception of the variant solution and, where appropriate, the calculations;
- c) a draft of the amendments to the Terms of Reference necessitated by the variant solution; and
- d) all other documents required for tendering in accordance with Article 11.

#### Article 8 CONTENT OF TENDER DOSSIER

1. The tender dossier shall contain details of the way in which offers are to be presented and the criteria for selection of the economically most advantageous offer. The tender dossier contains the following:
  - a) the Invitation to Tender;
  - b) the Instructions to Tenderers;
  - c) the General Regulations;
  - d) the Draft Contract and its annexes:
    - Terms of Reference (the future Annex A to the Contract);
    - form of Organisation and Methods (the future Annex B to the Contract);
    - form of List of Staff (the future Annex C to the Contract);
    - form of Breakdown of Prices (the future Annex D to the Contract); and
    - The General Conditions for Service Contracts financed from Phare/Tacis Funds (the future Annex E to the Contract).
    - Additional Information.
2. The Tenderer shall carefully examine all instructions, conditions, forms, terms and specifications in the tender dossier. The Tenderer shall be solely responsible for the responses he provides to the requirements in the tender dossier and for any omission or errors in his responses. Failure to furnish all information required by the tender dossier or submission of a tender which is not responsive to the tender dossier in every respect, will be at the Tenderer's own risk and may result in rejection of his offer.

#### Article 9 CLARIFICATION OF TENDER INFORMATION

Where, in response to a Tenderer's queries or otherwise, information regarding the contract to be performed or other information which may affect the pricing of the tender is supplied to a Tenderer, such information shall also be issued in writing by the Contracting Authority to the other Tenderers. The Contracting Authority will respond only to those queries or requests for clarification which it receives at least 15 days prior to the deadline for the submission of the offers.

#### Article 10 AMENDMENTS TO THE TENDER DOSSIER

Any change made to the tender dossier during the tender period by the Contracting Authority shall be communicated forthwith in writing to all prospective Tenderers who have been provided with the tender documents, together with notice of any extension of the tender period which the Contracting Authority may consider necessary to enable Tenderers to take account of such a change.

#### Article 11 CONTENT OF OFFERS

The offer prepared and submitted by the Tenderer shall, in accordance with the requirements stated in the Instructions to Tenderers and in these General Regulations, comprise:

- a) A technical proposal including:
  - Statements as requested;
  - Terms of Reference;
  - Organisation and Method;
  - A List of Staff, including Curricula Vitae.
- b) A financial proposal:
  - A detailed breakdown of prices including, as appropriate, fees, accommodation, direct costs, and reimbursables;
  - The bank account to which payments may be made.

#### Article 12 FAIR COMPETITION

1. Natural and legal persons who have co-operated to prepare the Terms of Reference of the tendered project, or have otherwise contributed to define the activities to be implemented under the Contract, may not participate in the Tender either as Tenderers or as members of a consortium or as sub-contractors or as member of the Tenderer's staff.
2. If, nonetheless, any of the above-mentioned persons participate in a Tender, the relevant offer will be rejected by the Contracting Authority.
3. During six months after the signature of the Contract, a Tenderer who has been awarded a Contract may not employ in any capacity the natural and legal persons who have co-operated to prepare the Terms of Reference of the tendered project, or have otherwise contributed to define the activities to be implemented under the Contract.
4. No Tenderer, member of his staff or any other person anyhow associated to the Tenderer for the purpose of the Tender shall take part in the evaluation of the Tender in question.
5. In the event that a Contract is signed between the Contracting Party and a Tenderer who is in violation of article 12.1, 12.3 and 12.4 above, the Contracting Party may terminate the contract with immediate effect.

#### Article 13 PRICES

1. Prices shall be expressed in ECU
2. The Tenderer shall provide the information required by the tender dossier for the pricing, make the necessary arithmetical calculations for completing the Breakdown of Prices format and attach the completed format to his tender.

#### Article 14 DRAFTING OF TENDERS

1. Offers and all correspondence relating to them shall be in the languages stated in the Instructions to Tenderers. In the absence of such instructions, any of the official languages of the E.C. or the respective Partner State may be used.
2. It is not necessary to use officially stamped paper for which a national stamp duty has been paid.
3. The complete tender shall be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures and be without alterations, interlineations or erasures, except those to accord with instructions issued by the Contracting Authority, or necessary to correct errors made by the Tenderer. Alterations and corrections shall be initialled by the person or persons signing the tender.

#### Article 15 SEALING AND MARKING OF TENDERS

1. The tender, the annexes thereto as stipulated in the Instructions to Tenderers and the supporting documents shall be placed in a sealed envelope. If self-adhesive envelopes are used they shall be closed with adhesive tape and the tender shall sign over the top of the tape, any equivalent method being admitted.
2. The envelope shall bear only:
  - a) the address designated for submission of offers in the tender dossier;
  - b) the Tenderer's name and address;
  - c) the reference to the invitation to tender in reply to which the offer is being submitted;
  - d) the words "not to be opened before the tender opening session" written as instructed in the Instructions to Tenderers.
3. Inside this envelope referred to in paragraph 1, offers must be presented in two separately sealed envelopes. One of these sealed envelopes shall contain the documents relating to the technical proposal and shall bear the words "Technical Proposal" and the reference to the invitation to tender in reply to which the tender is being submitted. The other of these sealed envelopes shall contain the documents relating to the price proposal and shall bear the words "Financial Proposal" and the reference to the invitation to tender in reply to which the tender is being submitted.
4. Variant solutions shall be submitted separately and be marked with the additional wording "Variant Solution".

#### Article 16 SIGNING OF TENDERS

1. The offer shall be signed by the Tenderer or by his duly authorised agent. It shall be drawn up in a single original bearing the word "original". The number of copies to be supplied by the Tenderer shall be stated in the Instructions to Tenderers. Copies shall be signed in the same way as the original and shall bear the word "copy".
2. An offer submitted by an agent must state the name of the principal on whose behalf he is acting. No agent may represent more than one Tenderer. Agents shall attach to the tender the authorising contract, notarial act or deed which empowers them to act on behalf of Tenderers. A signature to a deed must be certified in accordance with the national law of the State of the principal.

#### Article 17 JOINT TENDERS

1. If a Tenderer is a joint venture or consortium of two or more persons, there must be a single offer with the object of securing a single Contract. Each person must sign the tender, and all such persons shall be jointly and severally bound by the tender and any resulting Contract according to the law applicable to the Contract, and shall designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition or constitution of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

Each member of a joint venture or consortium must comply individually with the eligibility requirements stated in Article 4.

2. The offer 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 attached to the offer. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each of the parties comprising the joint venture or the consortium together with the Powers of Attorney establishing, in writing, that the signatories to the offer are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

#### Article 18 TRANSMISSION AND RECEIPT OF TENDERS. DEADLINE FOR SUBMISSION

1. Offers may be sent by registered mail with proof of receipt or delivered by hand against receipt to the address stated in the tender dossier. The Contracting Authority shall not be held liable for proof of arrival in case any other method of transmission is used.
2. Offers must be received by the Contracting Authority at the address and no later than the date and time specified in the Instructions to Tenderers. The Tenderer shall bear all risks of transmission, including force majeure.

Offers received at a later date or time than specified shall be rejected and returned to the Tenderer.

3. The Contracting Authority may, in exceptional cases and at its discretion, extend the deadline for the submission of offers. Such extension shall be notified to the Tenderers in the same way as the invitation to tender.
4. On receipt of the tenders, the envelopes shall be entered in a special register in the order in which they arrive. The registration number and the date and time of arrival shall be recorded on the envelope. Envelopes remain sealed and are kept in a safe place until they are opened under the conditions set out in Article 21.

#### Article 19 PERIOD OF VALIDITY OF THE TENDER

1. Tenderers shall remain bound by their tenders for the period prescribed by the Contracting Authority in the Instructions to Tenderers. Any offer valid for a shorter period may be rejected.
2. In exceptional circumstances, prior to the expiry of the original tender validity period, the Contracting Authority may request the Tenderers for a specified extension in the period of validity. Tenderers agreeing to the request will neither be required nor permitted to modify their tenders.
3. The Tenderer whose offer was considered as the economically most advantageous shall remain bound by his tender for a further period of maximum 90 days following the receipt of the communication notifying him of his selection.

#### Article 20 WITHDRAWALS AND AMENDMENTS OF TENDERS

1. Any Tenderer may modify or withdraw his offer before the deadline for the submission of tenders, provided that written notice of such modification or withdrawal is received by the Contracting Authority prior to that deadline.

Withdrawals are unconditional and end further participation in the Tender.

The modification notice shall be prepared, sealed, marked and dispatched as the original offer. It shall be identified as modification of the original offer.

#### Article 21 OPENING OF TENDERS

1. Opening and examination of tenders shall be for the purpose of checking whether the tenders are complete, whether the documents have been properly signed and whether the tenders are generally in order.
2. The envelopes which bear the words "Financial Proposal" shall not be opened until the evaluation of the "Technical Proposals", has been completed.
3. Only the offers contained in those envelopes which have been received not later than the deadline fixed for the receipt of offers shall be taken into consideration in the evaluation.
4. The Contracting Authority shall prepare, for its own records, minutes of the tender opening, including the information disclosed to those present.
5. After the opening of offers, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of the contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
6. Any attempt by a Tenderer to influence the Contracting Authority in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning the award of the contract, shall result in the rejection of his tender.

#### Article 22 EVALUATION OF TENDERS

1. Prior to the detailed evaluation of tenders, the Contracting Authority shall determine whether each tender substantially conforms with the requirements of the tender dossier.
2. Offers determined to be conforming shall be evaluated technically, and ranked on the basis of their technical qualities.
3. Following the completion of the technical evaluation, offers which are technically responsive shall be evaluated financially. Tenders with prices not stated in ECU may be rejected.
4. To facilitate the examination, evaluation and comparison of tenders, the Contracting Authority may ask each Tenderer individually for clarification of his tender, including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Contracting Authority during the evaluation of the offers.
5. Tenders determined to be financially responsive shall be checked by the Contracting Authority for any arithmetic errors in computation and summation. Errors shall be corrected by the Contracting Authority as follows:
  - a) where there is a discrepancy between amounts in figures and also in words, the amount in words shall prevail; and
  - b) where there is a discrepancy between the unit-price and the total amount derived from the multiplication of the unit price and quantity, the unit price as quoted shall prevail, unless in the opinion of the Contracting Authority there is an obvious error in the unit price, in which event the total amount as quoted shall prevail and the unit price shall be corrected by the Contracting Authority.
6. The amount stated in the tender, corrected if necessary by the Contracting Authority, in accordance with paragraph 5, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of the tender, his tender shall be rejected.

7. The Contracting Authority will select, as the economically most advantageous offer, the offer:
  - a) which is found to be responsive to the tender dossier; and
  - b) which is the most advantageous taking into account both the price and the technical value of the tender including, inter alia, the organisation and the methodology proposed for the provision of the services, as well as the competence, independence and availability of the personnel proposed.
8. The evaluation proceedings shall be recorded in properly signed minutes which shall not be made public or communicated to any Tenderer.  
The Contracting Authority shall ensure that all commercially sensitive information relating to a proposed offer remains confidential.

#### Article 23 INFORMATION TO UNSUCCESSFUL TENDERERS

1. After the conclusion of the Tender unsuccessful Tenderers shall be informed in writing about the grounds of rejection of their offers and about the name of the Tenderer to whom the Contract was awarded.
2. In the event that a Tenderer has serious reasons, he may submit to the Contracting Authority a motivated request that a Tender be considered again.  
The Contracting Authority shall provide a reasoned reply in writing.

#### Article 24 ANNULMENT OF THE TENDERING PROCEDURE

1. The Contracting Authority may, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, either decide to close or annul the Tender, or order that the procedure be recommenced, if necessary, on amended terms.
2. A Tender procedure may be closed or annulled in particular in the following cases:
  - a) if no tender satisfies the criteria for the award of the Contract;
  - b) if the economic or technical data of the project have been significantly altered;
  - c) if, for reasons connected with the protection of exclusive rights, the services can only be provided by a particular firm;
  - d) if exceptional circumstances render normal performance of the tender procedure or contract impossible;
  - e) if every tender received exceeds the financial resources earmarked for the contract;
  - f) if the offers received contain serious irregularities resulting in interference with the normal play of market forces;
  - g) if there has been no competition;
  - h) if the project has been cancelled;
  - i) if the conditions for a fair competition have not been implemented.
3. In the event of annulment of any tender procedure, Tenderers shall be notified thereof by the Contracting Authority. Such Tenderers shall not be entitled to compensation.

#### Article 25 AWARD OF CONTRACTS

1. The Contracting Authority may, after negotiations or clarification meetings if appropriate, conclude a contract with the Tenderer or Tenderers whose offers have been considered as the economically most advantageous.
2. The Contract is, as a general rule, composed of the following documents, each of them constituting an integral part of it, in the following order:
  - a) The Contract itself;
  - b) Annex A: The Terms of Reference;
  - c) Annex B: The Organisation and Methods;
  - d) Annex C: The List of Staff;
  - e) Annex D: The Breakdown of Prices;
  - f) Annex E: The General Conditions for Service Contracts financed from Phare/Tacis Funds; and
  - g) Where necessary, additional information such as standard bank guarantee models.
3. The Contract shall be concluded upon signature by both parties.

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EUROPEAN COMMISSION

DIRECTORATE GENERAL IA

External Relations: Europe and the New Independent States.

Common Foreign and Security Policy and External Missions

Directorate C - Relations with the New Independent States and Mongolia

Financial resource management

## Annex A: Terms of Reference

TERMS OF REFERENCE FOR TRANSPORT PROJECTS

TRACECA

**TRACECA COORDINATION TEAM**

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## 1. Background

### 1.1. Needs of the beneficiaries.

The states of the NIS have inherited a system of transport infrastructure and management designed for trade and economic relations centered on and directed from Moscow. The needs of a free market system, and new possibilities for trade and cooperation with new partners internationally, require a different approach. There are pressing requirements for new systems of management, at a national level and in coordination between states for training of transport managers and for preparation for the major investments required to bring transport infrastructure up to current international standards. An effective transport system, oriented towards actual and potential markets in Europe and other countries outside the NIS, is of fundamental importance to the development of healthy trading relationships.

This is particularly true for the countries in the Caucasus and Central Asia where the need to foster trade both within the region and between the region and the EU and third countries is acutely felt. For this reason a TRACECA conference was organised by the European Union in May 1993 bringing together representatives of the 8 participating Caucasian and Central Asian states and European experts with extensive transport expertise. The objectives of this Conference were:

- to stimulate cooperation among the participating Republics in all matters pertaining to the development of trade and transport within the region.
- to promote the Transport Corridor Europe Caucasus Asia
- to identify problems and deficiencies in the region's trade and transport systems
- to define a Technical Assistance programme to be financed by the EC

### 1.2. Problems to be addressed.

During this conference in Brussels a number of project proposals were made for the Traceca programme. Since the time of the conference the programme has been developed by way of four sectoral working groups (trade facilitation, rail, road and maritime) consisting of representatives from all participating states. These working groups were serviced by a team of four sectoral specialists based in Brussels who are responsible for the organisation of the working groups, project identification missions and drawing up of Terms of Reference.

Four such Working Group meetings have taken place and 17 projects are under implementation in April 1996. During the last meeting in Venice on 28-29 March 1996 a strong call was made by the participating states to provide additional technical assistance and to install resident coordination of the projects within the TRACECA programme.

In particular the following demand was put forward by the participating republics: *"To establish working parties on site for each Traceca project which will monitor the progress of each project. The working party shall consist of representatives of each republic concerned by the project and the regional experts of the coordination team."*

*These working parties shall meet at regular intervals and shall insure the permanent flow of information, reporting and coordination of the project in question. The resident regional experts shall report on progress of other Traceca projects with a view to ensure coordination between projects, make full use of synergies, and avoid duplication".*

The team of sectoral experts based in Brussels has been replaced in September 1996 on the demand of the participating republics by a team of resident regional experts : "The Traceca Coordination Team". The continuation of the activities of this team will now be assured through this particular project.

### 1.3. Relation to past and present Traceca projects.

The list of the ongoing Traceca projects:

1.	Freight Traffic Management Information System	850.000 ECU
2.	Regional Traffic Forecasting Model	700.000 ECU
3.	Human Resources: Management Training	900.000 ECU
4.	Legal and Regulatory Framework	1.500.000 ECU
5.	Trade Facilitation, Customs Procedures and Freight Forwarding	800.000 ECU
6.	Intermodal Transport Systems	500.000 ECU
7.	Railways: Infrastructure Maintenance Central Asia	1.200.000 ECU
8.	Railways: Infrastructure Maintenance Caucasus	1.200.000 ECU
9.	Railways: Rolling Stock	700.000 ECU
10.	Improvement Road Services Caucasus	250.000 ECU
11.	Improvement Road Services Central Asia	600.000 ECU
12.	Spare Parts Procurement	300.000 ECU
13.	Pavement Management Systems	1.000.000 ECU
14.	Human Resources: Maritime Training	700.000 ECU
15.	Port Network Plan	800.000 ECU
16.	Joint Venture Caucasian Railways	2.000.000 ECU
17.	Tariffs and Time-tables	1.500.000 ECU

### 1.4. Co-ordination with other donors

Since one of the major objectives of the Traceca Programme is to facilitate investment in the beneficiary states through technical assistance projects, it is of paramount importance to have and maintain excellent contacts with the International Financing Institutions such as EBRD, World Bank and Asian Development Bank.

## **2. RATIONALE AND OBJECTIVES**

### **2.1. Overall objectives**

The establishment of the Coordination Team has to facilitate the coordination of a complex programme such as Traceca. A transport project of this size with 10 beneficiary states ( Ukraine and Mongolia have joint the programme) and with more than 15 ongoing projects, has special requirements in terms of coordination between European experts and beneficiaries, and between the teams of consultants who are contributing to the programme.

### **2.2. Project purpose**

This particular project has to improve the information and communication channels to the beneficiaries of each individual project. With the assistance of a network of local experts (which will be hired by the contractor) all necessary information on related projects and activities in neighbouring countries will be permanently provided to the beneficiaries.

At the same time this information will be provided to all consultancy teams working in the Traceca Programme also in order to identify critical interfaces between projects and in order to avoid duplication of work.

### **2.3. Results**

The operations of the Coordination Team will ensure the global understanding of the beneficiaries of the Traceca Programme through all the individual projects. It will result in gaining time and financial resources by providing information to contractors and by assisting them in their relations to beneficiaries.

The Coordination Team will contribute in the build up of relations with the participating states through the establishment of a network of local experts.

The team will also assist in the determination of future actions to be undertaken in the Traceca Programme. The members of the team will draft and finalise ToR for future projects and will attend the evaluation committees.

## **3. RISKS AND ASSUMPTIONS**

### **3.1. Assumptions**

The project has received explicit approval of the Ministries of Transport of all participating states (Statement of Endorsement).

The project should start on 20 September 1997, in order to guarantee the continuation of the first Coordination Team. This project is foreseen as a two stage project covering a first stage from 09/97 till 09/98 and with a second stage from 09/98 till 09/99 ( through an additional budget).

Assessment will be made after the first period, in September 1998, whether or not the project will continue for the second stage. The assessment will be composed of the inputs from the Monitoring Reports and of a specific evaluation which will be made by each participating states in the Traceca programme.

The EC has the possibility to propose qualified experts for specialised tasks other than the proposed staff by the participants in the tender.

### 3.2. Risks

Major risks affecting the objectives of this project are:

- Failure in the set up of a network of local experts
- Bad communications between Team members in Caucasus, Central Asia and Brussels
- Insufficient build-up of relations with counterparts

## 4. MAIN COMPONENTS

### 4.1. Tasks

The proposed structure of the team will have three bases : Brussels, Tashkent and Tbilissi. These bases should be equipped with at least the following members:

- a Team Leader based in Brussels
- a Coordinator for Central Asia based in Tashkent
- a Coordinator for the Caucasus based in Tbilisi

The team members must as a group provide the technical expertise to develop and execute the projects in the rail, road, maritime and horizontal sector. To this end they are required to have the engineering, economic and operational skills in order to implement and to coordinate the projects identified as priority actions by the sectoral working groups.

The coordinators will organise the working parties for ongoing projects in their region and will report to the Team Leader in Brussels. The Team Leader will ensure overall coordination and will organise the working group meetings (1 per annum in Europe, estimated cost 75.000 Ecu), he will report on a daily basis to the Task Manager. The budget will cover all office accomodation and all operational costs in Brussels, Tashkent and Tbilissi, and of the network of local experts.

#### 4.1.1. Tasks of the Team Leader

- A. To provide a central level of coordination of all projects and programme activities linked to Traceca. Namely:

- A.1. Define, in operational terms, the specific objectives and the overall strategy of the future projects through the work of the sectoral working groups and the regional working parties.
- A.2. Oversee the operational use of resources: human (team members, short term experts etc), financial (travel expenses incurred by working groups and working parties etc).
- A.3. Draw up Terms of Reference for various projects and activities in line with the project guidelines and overall objectives established at the Traceca working group meetings.
- A.4. Assist in tender evaluation meetings in Brussels in cooperation with Tacis Procurement Unit.
- A.5. Ensure follow-up of ongoing projects through analysis of project outputs, evaluation of time-tables, definition of future project priorities.
- A.6. Coordinate closely with other donors and investors involved in Traceca activities. In particular, close contact will need to be maintained with EBRD, World Bank, International Union of railways, International Road Union.
- A.7. Liaise directly with all relevant recipient country institutions to maximise the implementation of the projects and to preserve the regional character and coherence of the project.
- A.8. Set up a library of all available technical assistance projects' reports dealing with issues related to the Traceca programme.
- A.9. Distribute project information to other donors and investors involved in the Traceca programme and inform the participants in the Traceca programme by a monthly newsletter on the progress of ongoing projects.
- B. Coordinate the development of the Traceca corridor, where possible, with the objectives of EU's transport policy and in particular in the Trans European Networks.
- C. Report directly to Tacis in Brussels on all aspects of the projects including coordinating team member activities in the participating republics.

#### 4.1.2. Tasks of the Co-ordinators

- A. To provide a regional level of coordination of all projects and programme activities linked to Traceca. Namely:
  - A.1. Organise working parties meetings on site for all ongoing Traceca projects with concerned and related contractors, with representatives of participating republics and eventually with representatives from international institutions or commercial partners.

- A.2. Act as a secretary to the sectoral working group meetings in order to coordinate all ongoing and new planned projects within one particular transport mode (rail,road, maritime transport).
- A.3. Establish regional offices (Tbilisi/Tashkent) in order to ensure coordination with all contractors and all on site operators (Delegations, Coordinating Units, Representatives of participating states).
- A.4. Ensure coordination and reporting of programme activity for each project and any activity linked to the Traceca project.
- A.5. Provide assistance and active involvement for the encouragement of regional trade and transport flows through the development of the Traceca route.
- A.6. Assist the teamleader in the drawing up of Terms of Reference for new projects.
- A.7. Assist the team-leader in the definition of future regional transport priorities.
- A.8. Liaise with the other regional coordinator for projects which cover both regions.
- A.9. Review and comment on all reports issued by the contractors.
- A.10. To assure the supervision of small scale infrastructure investments financed through Traceca.
- A.11. Report directly to the teamleader in Brussels.

NB : Task Sharing

None of the above mentioned tasks necessarily reflect individual roles. The number of tasks imply that the members of the team will need to be responsible for more than one task.

4.2. Outline of implementation procedures

- Location

The project shall be executed on an equal basis in all Traceca States. The Contractor will provide offices for the European experts in Brussels, Tbilissi and Tashkent, even so the necessary administrative support for the Team Leader in Brussels will be provided through the contractor. For the resident coordination the charges of the deployment for a network of local experts will be included in the budget of this project.

- Management

The project will be headed by a Team Leader in Brussels who will report directly to the Task Manager and who will obtain all information from the resident coordinators in the regions.

- Expertise and staff provided by the contractor

The contractor shall provide expertise in :

- a team leader with general management capacities
- resident coordinators with specific experience in the region
- all necessary back-up staff

- Local experts and local support

The selection of local experts for the project shall be made in agreement between the contractor and the beneficiary. The charges in hiring this local support are included in the budget of the contractor.

#### 4.3. Rough Timetable

The project shall be completed within 12 months after start. As mentioned above, contractually the possibility is left open for an additional 12 months through an additional budget (this cost has not to be included in the financial proposal for the first 12 months).

#### 4.4. Global Budget

The budget for this contract is 900.000 ECU for a project duration of 12 months. At the end of the contract the work of the consultants will be evaluated. This evaluation will be based on the Monitoring report and on a particular evaluation by the participating states, expressed by the members of the Working Group meeting.

The overall 900.000 Ecu budget can be split according to the indicative breakdown given below :

- European experts (fees and per diem) :	550.000 Ecu
- Local experts :	100.000 Ecu
- Travelling :	85.000 Ecu
- Equipment :	90.000 Ecu
- Conference (Working Group meeting) :	75.000 Ecu

### 5. REPORTING

Bi-annual reports will be prepared which will account for progress so far in each region. They will also include an account by the team-leader assessing the overall progress of Traceca, accounting for weaknesses and strenghts, suggesting future improvements and setting out future work programmes.

## **6. MONITORING & EVALUATION**

### **6.1. Definition of indicators**

The contractor shall incorporate monitoring mechanisms for periodic assessment of progress of the project components. These mechanisms shall be specified in the project plan and the observed performance shall be described in the periodic progress reports.

The essential points to be monitored are :

- deviations of milestones and deliverables from their planned dates
- adherence to the workplan in terms of content of the activities actually carried out
- deviations in effort needed to complete to complete an activity, as compared to plan
- introduction of work not initially planned
- shifting of the common understanding of the objectives and priorities between contractor and recipient
- appearance of unexpected difficulties likely to require special measures or shift of project resources.

## **7. CONFLICT OF INTEREST**

Any company or party responding to an invitation to tender must do so on the understanding that any companies or parties which have active links with any members of the proposed team will automatically be excluded from bidding for any subsequent specific project work within the Traceca Programme.

Attached : the project information on the Traceca future projects and ongoing projects



**FEASIBILITY STUDY OF NEW TERMINAL FACILITIES IN  
THE GEORGIAN PORTS OF POTI AND BATOUMI, AND THEIR LINKS TO THE  
TRANS EUROPEAN NETWORKS.**

**Final Recipient**

Ministry of Transport of Georgia, and hinterland economic centres

**Justification and Objectives**

Three corridors of the Trans European Networks (TEN or the "Crete Corridors") have outlets at the Black Sea ports of Odessa, Varna and Constanza. The increasing amount of traffic flows from Europe to the Caucasus result in an urgent need for an investment programme for the Georgian ports of Poti and Batoumi, especially for the upgrading and construction of ferry terminals which ensure the connections with other Black Sea ports and of general cargo facilities which handle cargo from other maritime links.

In order to have a general picture of the maritime trade flows from Europe to the Caucasus all important maritime links have to be examined, and their viability established. These would include links with Mediterranean ports (Greece, France, Italy, and Spain), North Sea ports (France, Belgium, Holland, Germany and Denmark) and the Russian Black Sea ports.

Thereafter a feasibility study should point out which kind of terminals should be installed in both ports and which kind of general cargo facilities are required (product related). The study should indicate the viability of the Black Sea connections with Odessa, Constanza and Varna.

The objectives are therefore

1) To examine existing and potential traffic flows between Poti/Batoumi and, in particular

- the ten Black Sea port terminals,
- the Rhine-Main-Danube corridor
- the Ukrainian ports (Sebastopol, Ilyichevsk...)
- the Russian Black Sea ports (Rostok and Novorossilisk...)
- the Mediterranean ports (Thessalonika, Brindisi, Ancona, Venice, Genoa, Marseille, Toulon, Barcelona, ...)
- North Sea ports (Le Havre, Antwerp, Rotterdam, Hamburg, Copenhagen, ...)

This will provide recommendations for the cargo facilities of both Georgian ports. It will provide an overview of the traffic potential.

2) To carry out a feasibility study for a rail ferry service between Odessa and Poti, which could be an extension of the existing service between Varna and Ilyichevsk

3) To carry out a feasibility study for truck and container ferry boat connections between the Georgian ports, Varna, Constanza and Odessa in order to make recommendations on the modernisation /extension of both Georgian ports.

4) To verify and adapt existing Russian design studies for terminal developments. To prepare the documentation for justification of investment and to prepare the tender documents for the works involved

**Main Components**

The emphasis of the later detailed stages of the project will be placed on developments favoured by the traffic flows, most appropriate technology (Ro-Ro, containerised,...), existing infrastructure in Georgia and its correspondent ports, and commercial relationships.

The output of the project will be phased, to correspond with typical IFI requirements for project development, decision and review milestones. It will culminate with preparation of tender documents and assistance with works tender evaluation, for the recommended and approved developments so that support from financing institutions is swiftly mobilised

The Consultant must recommend and promote any institutional restructuring and human resources development for the eventual terminal owner and operator.

**Project Budget :** 1.500.000 ecu

**Implementation timetable :** 12 months

**ROADS MAINTENANCE SYSTEMS (STAGE 1 - WINTER MAINTENANCE, LANDSLIDES; STAGE 2 - MATERIALS, PLANT, STANDARDS; FEASIBILITY STUDIES FOR REHABILITATION OF SPECIFIC TRANSIT ROUTE SECTIONS IN CENTRAL ASIA)**

**Final Recipient:**

The Ministries of Transport of the TRACECA States, or the equivalent authorities designated by Councils of Ministers for National Highways Maintenance.

**Justification and Objectives:**

Winter maintenance is an onerous burden on TRACECA highways departments. Road transport operations are severely restricted, with periodic road closures and convoy operations being imposed.

Good winter maintenance systems (WMS) can lead to high returns on investment in Western-type economic environments. This project is the first exploration of such possibilities in the Caucasus and Central Asian countries. There has been positive experience reported on introducing WMS in Russia and Eastern Europe.

Since independence from the SU, national economies have declined and road maintenance has been neglected. Extensive roads rehabilitation and improvement programmes are required right across the region. Several International Financial Institutions (IFI) are planning major investments in roads works. Against this background the project is to provide direct technical assistance and to act as a catalyst for a the disbursement of funds for infrastructure maintenance.

**Main components**

The components of the project are to be regarded as a closely related set of activities, and not as a sequence of tasks. The emphasis of the project is to be on development of pragmatic solutions and the optimal allocation of limited funds, not on the display of high-tech systems. Given the extent of the roads system, the extreme severity of winters and the general lack of resources for roads maintenance, it will be necessary to establish what target level of service can be realistically set, and economically justified.

Certain major road links in the Region are seasonally closed, and long detours are imposed (eg Tashkent-Dushanbe, ...) Certain notorious black-spots exist. The Consultant is to give individual attention to these.

The equipment available to maintenance departments is to be reviewed. Advice must be given on the selection, specification and procurement of mechanical equipment, accompanied by the development of management systems for the operation of specialist equipment on a commercial basis.

The implementation of a pilot Winter Management System should be undertaken in each of the most concerned states. These should concentrate in each State on a single

strategic maintenance depot. The selection is to be determined in conjunction with local highway authorities, as is the exact mode of collaboration.

Local managers are to be offered a winter study tour to Europe to witness the operation of a maintenance depot with a similar function and under similar circumstances to their own (maintenance of intercity highways).

A feasibility study is to be prepared for each of the Beneficiary States, with a full economic, financial and organisational analysis, for eventual negotiation of IFI support to acquire mechanical equipment and fixed facilities.

Included in the landslides component of the project is to be an indicative cost benefit analysis of the alternative measures which the Consultant identifies as appropriate. To the extent practically possible at the time, recommended measures are to be realised and monitored as part of the roads maintenance works being funded by the World Bank loan to Armenia.

Wide ranging field investigations and interviews with local managers will be necessary to determine the present value of established sources of materials (quarries, refineries...), and possible restructuring of enterprises in the sector.

A steering committee or similar body must be established to guide the standards and codes aspects of the project. New standards must be edited.

Recommendations for the materials supply sector are to be formulated. These are to be co-ordinated with IFI intentions for major investments in road projects. Also, active steps must be taken to encourage European commercial interests to invest in the sector.

For specific road rehabilitation financing by external sources, the consultant is to review existing reports prepared by Western and local institutions, carry out road condition assessments, traffic counts, define technical solutions and perform an economic evaluation. Feasibility studies thus prepared will indicate the scope and priority locations for external financing.

Pre-feasibility studies of certain large sub-projects such as the Gisarski Mountain Range Tunnel will be carried out, to investigate the rational of these works, which were started in the soviet era, but may or may not justify further investment at present.

**Project Budget :** 2 500 000 ecu.

**Implementation timetable** 12 months

**RENOVATION OF TURKMENBASHI INTERNATIONAL SEA PORT (STAGE 2) -  
THE GENERAL CARGO AND CONTAINER FACILITIES.**

**Final Recipient:**

Port Authority of Turkmenbashi, Maritime Transport Ministry of Turkmenistan, correspondent Caspian Ports, and Central Asian hinterland economic centres.

**Justification and Objectives:**

The Port of Turkmenbashi is the main sea-port of Turkmenistan. It occupies a key strategic commercial position on the Caspian Sea. The port is situated at the terminal of the most southern rail and road connection system of Central Asia. It is a key element in the TRACECA corridor (Transport corridor Europe-Caucasus-Asia).

The rising Caspian Sea level, observed from 1975 creates major difficulties in operating the ferry service between Turkmenbashi and Baku and requires, as an absolute priority, the redesign of both ferry terminals. This is already taken into account in a Stage 1 Tacis-Traceca project.

The objective of the present Stage 2 project is to prepare the design of the new general cargo and container facilities of the port of Turkmenbashi, replacing the existing main complex, both for the short term needs (i.e. the needs up to 2007) and also for future extensions. The project includes the preparation of tender documents for the general equipment of the port.

The project is being conducted in close collaboration with the EBRD, who are committed to provide 50MUSD of investment for the port. It matches actions by the EBRD and TRACECA in the ports of Aktau and Turkmenbashi.

**Main Components:**

The project contains four phases

First phase Definition of the design parameters

During this phase, the consultant must define the design parameters covering the amount of cargo for each commodity, general layout of the future port, aspects of port operation during construction and after the works, soil mechanical aspects, degree of earthquake activity, capacity of the new terminals. Sea levels must be taken into account, as well as type of ships, capacity of handling equipment, access roads and tracks, the need for open and closed storage capacity, electricity and water supply, use of standards and codes of practice, etc.

Second phase: Design of the general cargo and container facilities

In this phase, the consultant must prepare designs and discuss them in detail with the owner, Tacis and the EBRD. This phase ends with the production of a detailed bill of quantities and of a budget for the works to be carried out.

Third phase: Economic and financial evaluation

In this phase, the consultant's design is to be tested on its economic merits in the macro economic environment. A financial analysis will be made controlling the return on investment for the port and the possibility of repayment of the loans from the benefits the investment will generate. The Port Authority will carry out these evaluations with the full support and help of the consultant.

This evaluation may oblige adaptations to preferred designs and/or postpone the realisation of parts of the envisaged works in order to go ahead with the most attractive economic projects.

Fourth phase: Preparation of international tender documents

In this phase, the Consultant will prepare the international tender documents according to the standards of the supporting financing organisations

**Project Budget :** 750.000 ecu

**Implementation timetable :** 12 months

## ROAD VEHICLE SPARE PARTS

Geographic Focus: Turkmenistan, Uzbekistan

### Rationale and Objectives :

It must be recognised that the road freight transport industry in the European Union is efficient, specialised, very highly competitive and exclusively in private ownership. The service industries which support it are likewise highly developed. The achievement of a similar situation in the TRACECA region depends, on the emergence of entrepreneurial skills. Three projects including this one attempt in different ways to nurture such skills

The procurement of spare parts, tyres and general roadside services is particularly difficult in the TRACECA region. It is an open question whether local entrepreneurs will develop such services quickly and without outside assistance.

The project will determine the market for road freight transport support services, identify service concepts and site locations with high development potential. It will promote the necessary investment by local and international entities.

### Main Components:

Three activity modules are foreseen

#### Module A - Transport Services, Operations & Logistics

Assessment of the actual situation in recipient countries (Turkmenistan, Uzbekistan). Surveying of user needs, analysis and identification of market niches.

Formulating the problem areas, generating proposals for action and forecasting consequences of proposed solutions, and evaluating them conceptually.

#### Module B - Operational Concept

Devising an organisational and operational concept for the transport service companies. Discussions with state, local private and international potential operators.

Module C - Business development activities, financial engineering, brokering of agreements between interested parties. In addition the project is organising seminars for know-how transfer.

Project Budget: 300 000 ecu

Contract awarded to: West-East GmbH

Implementation timetable: August 1995 through February 1997

Status: In progress

## RAILTRACKER FREIGHT MONITORING SYSTEM

Geographic Focus: Turkmenistan, Uzbekistan, Kazakhstan, Azerbaijan, Georgia

### Rationale and Objectives :

During the Traceca conference, the Regional Representatives suggested that, while substantial resources were spent on studies, also a more practical approach, with concrete solutions to management problems, would be most indicated. It was proposed that such an approach would be followed for the installation of a Rail Traffic Management and Information system.

The system monitors rolling stock and freight movements in near real-time, thus giving both an efficient tool for managing freight wagon operations and a powerful information system for the railways' customers on the exact position of their consignments. Managing wagon operations and providing cargo location information are both highly important factors in enabling a railway to become more efficient and to improve quality of service to customers.

### Main Components :

The proposed system, called RailTracker, is the rail module of the ACIS software (Advanced Cargo Information System), which was developed by UNCTAD and already introduced and evaluated by the EU. Extension is possible with the module PortTracker (not included in the present project) which would ensure the creation of an integrated logistics chain for railway and ferry traffic.

The project will comprise

- Installation of the full basic version of RailTracker on the Turkmenistan and Uzbekistan section of the Traceca route
- Installation of consultation terminals in the headquarters of the railways of Georgia, Azerbaijan and Kazakhstan.

The project will be executed over a two year period in four phases

- 1 Project Start-up
- 2 Production of the local version of the RailTracker software in Russian language
- 3 Installation of RailTracker in Turkmenistan and Uzbekistan
- 4 Interlinkage of the two systems of Turkmenistan and Uzbekistan, and installation of remote access to these systems in Kazakhstan, Georgia, Azerbaijan and in the port of Krasnovodsk

Computer equipment will comprise: In each of the railways of Turkmenistan and Uzbekistan a local area network, workstations, modems and printers. For each of the other sites one PC with modem and printer

Project Budget : 850,000 ecn

Contract awarded to: UNCTAD

Implementation timetable: April 1996 through October 1997

Status: In progress



## ROAD TRANSPORT SERVICES (CAUCASUS)

**Geographic Focus:** Armenia, Azerbaijan, Georgia

### **Rationale and Objectives :**

It must be recognised that the road freight transport industry in the European Union is efficient, specialised, very highly competitive and exclusively in private ownership. The achievement of a similar situation in the TRACECA region depends, above all, on the emergence of entrepreneurial skills. Three projects of which this is one, attempt in different ways to nurture such skills.

The project seeks to improve the operating environment for road freight transport enterprises, as well as to provide technical assistance to the enterprises themselves.

Supporting objectives are as follows:

- Regional road freight transport market analysis
- advise and assist in procurement of trucks
- promote adherence to all relevant international conventions on road transport (UN/ECE: TIR, temporary importations, hazardous goods, ...) and advise on usage
- identify and propose remedies for legislation, price controls, monopoly situations, restrictive transit agreements or other regulatory handicaps which hinder the development of the industry
- advise on restructuring and re-deployment of assets belonging to former state-owned enterprises

### **Main components :**

The Consultant will

- carry out studies leading to determination of
  - the present level of activity in the trucking industry
  - the truck fleet owned by the recipient states, and the structure of that ownership
  - the structure and capabilities of the automotive services and supplies industry
- based on the foregoing
  - enter into close contact with operators and credible entrants to the industry, and mount collaborative pilot projects
  - identify opportunities for investment, of interest to International Financial Institutions (IFI) through their Small and Medium Enterprise (SME) agencies or otherwise, as well as to private enterprises, local and foreign
  - prepare business plans, and actively promote negotiations for business development
- carry out the project in close collaboration with local operators throughout, conduct seminars, and thus ensure a full transfer of technical know-how, and familiarisation with European commercial practice, to the local industry

**Project Budget:** 250 000 ecu

**Contract awarded to:** DIX Consultants

**Implementation timetable:** January 1996 through January 1997.

**Status:** In progress

## HUMAN RESOURCES : TRANSPORT MANAGEMENT TRAINING

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

1. To support regional managements and work forces directing and contributing to the reform process through specific training measures. The Region's Republics wish for free traffic flow in line with market demand and future economic growth. Therefore, all staff must be acquainted with market oriented systems and administrative procedures suitable for adoption within the Region.

2. To familiarise participants with the multiplicity of European transport and trade, including methods, systems, and commercial practices. This is to enable them to implement such systems in their Republics and work effectively with European counterparts.

3. Training in marketing strategy, demand segmentation, line of business concepts, and demand-led business development

4. Training in competitive transport network planning. This would include traffic forecasts based on industrial, agricultural, and transit potential, as well as intercity passenger traffic. The dependency between demand and tariff levels, time, and other factors is to be emphasised

5. Familiarisation with intermodal methods (as practised in Western Europe) is also important, given that the ports and inland terminals will be essential components of the Europe-Caucasia-Asia Transport Corridor.

6. The programme also intends to foster regional cooperation within the transport and trade sectors. The spirit of the document "The Future Development of the Common Transport Policy" published by the Commission could serve as a useful guideline in this respect. The advantages of open borders are to be emphasised

### **Main components:**

Seminars will be conducted both in the TRACECA states and in Europe. Given the size of the workforces involved, only a limited number of staff may benefit directly from training by Western experts. A maximum leverage is sought from this programme, by orientating it to two particular sub-groups

A-Senior Level Management

B-Trainers and Middle to Lower Level Management

Project Budget: 900 000 ecu

Contract awarded to: Nethiconsult

Implementation timetable: February 1996 through October 1996

Status: Completed

## TRANSPORT LEGAL AND REGULATORY FRAMEWORK

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

The former Soviet Union developed its own unique transport legal system. This system is ill-adapted to free markets, and to international transport operations.

The objectives of this project will be to provide technical assistance and database support in the field of harmonised and internationally compatible transportation legislation:

- optimum utilisation and harmonisation of the existing transport systems
- improved use of the equipment, facilities and terminals
- a reduction in commercial risk and cross-frontier delays
- advice where necessary in adhering to international conventions

### **Main Components:**

An International Task Force (ITF) reporting to TACIS is to be established. This Task Force consists of a core unit of Project Manager and a Transportation Legislation Expert, assisted by a Secretary / Documentalist.

This International Task Force will be complemented by individual National Task Forces (NTF) in each TACIS State which comprise officials from the Transport and Justice Ministries. Each NTF will be assisted by a permanent local secretary/documentalist and by local well qualified short term experts.

It is anticipated that the NTFs will form the nucleus of future Trade and Transport Legislation Facilitating Committees in each TRACECA State. Their role would be to ensure maximum conformity between the laws of their individual States in this sector, as well as continuity of the work initiated by the ITF beyond the life of this project.

Actions will cover

- the introduction of reformed transport legislation
- the introduction of mechanisms for transport sector regulation
- promotion of contact or membership of international transport groupings (eg IRU)
- the creation a Legal-Institutional environment conducive to establishing good management practice in the movement of goods
- the facilitation of regional co-operation in the development of infrastructure and services
- the creation of regional harmonisation of the transport sector legal and regulatory framework

**Project Budget:** 1 500 000 ecu

**Contract awarded to:** Scott Wilson Kirkpatrick

**Implementation timetable:** December 1995 through December 1997.

**Status:** in progress

## IMPLEMENTATION OF PAVEMENT MANAGEMENT SYSTEMS

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### Rationale and Objectives :

Very limited funds are available for road maintenance. They must be directed towards works which yield maximum benefits. The implementation of PMS is a firm requirement of International Financial Institutions when negotiating loans.

The project aims to introduce Regional roads maintenance authorities to the latest Western pavement management techniques. It is to promote a reduction in road maintenance backlogs, which have arisen in certain states during the past three years. To do so, it must examine problems of financing maintenance activities. While the road maintenance problem is generalised, the focus of this project will be on international transit routes.

### Main components :

Two distinct but mutually complementary domains of action are foreseen:

#### *Technical*

- Establish databases of:
  - road and bridge conditions, including roughness and pavement strength
  - traffic intensity, including axle-loadings
  - forecasts of future traffic (scenarios)
- Formulate, test and refine technical pavement maintenance strategies (using a computerised deterioration model) Establish Pavement Management Systems in each Regional state
- Implement a Bridge Maintenance System
- Familiarise local authorities with Western:
  - road and bridge maintenance techniques and specifications
  - road safety standards
- Review roads design standards.

#### *Economic*

Expand the resources available for road maintenance by

- demonstrating the real costs of road utilisation, by users who at present pay little, and thus reinforce arguments for recurrent collections of revenue by charges (taxes) on users
- list and describe road maintenance projects and programmes susceptible to attract IFI interest, including presentation of their economic justification

**Project Budget:** 2 000 000 ecu.

**Contract awarded to:** KOCKS CONSULT GmbH

**Implementation timetable:** March 1996 through December 1997

**Status:** In progress

**HUMAN RESOURCES: MARITIME TRAINING  
and  
RENOVATION of BAKU SEAPORT DRY CARGO TERMINAL.**

**Geographic Focus:** Azerbaijan and states dependent on the Port of Baku.

**Rationale and Objectives:**

The management of the Port of Baku is facing challenges for which new policies and working methods must be devised and implemented.

The areas of assistance targeted by the project are:

- Development of strategic planning and marketing strategy
- Institution building
- Tariff structure and related cost covering of Port activities
- Port operation
- Costing and accounting system
- Human resources policy

EBRD is considering to finance the renovation and rehabilitation of the ferry terminal in Baku. The consultancy of this project has been contracted with Ramboll. A second project is contracted to HPTI for the Management training in the port of Baku.

It appeared necessary to involve also the Dry Cargo terminal rehabilitation and renovation in the same financing project. These combined terminals will become a key project in the cargo flow between central Asia and the Caucasus and further on, the Black Sea, Mediterranean Sea and Europe.

Taking in account the traffic forecast and the predictable changes in transportation modes and cargo handling methods and the possible development of the Port of Aktau, the transportation capacity of the ferries between Baku and Turkmenbashi, these will become insufficient to secure the future Transcaspiian trade.

The project of renovation and rehabilitation of the Dry Cargo terminal in Baku is complementary to the current projects in the Port of Baku.

Tacis-Traceca is considering to finance the technical assistance as required by the EBRD.

**Main Components:**

- Management assistance by the secondment of EU experts to work alongside Port Authority counterparts

*Assistance to the General Manager* for advice on strategic planning, medium and long term planning, structural investment programming, institutional changes, computerisation, commercial and marketing supervision of investments, follow up of accounting services, analysis of the tariff structure, assistance in setting up training programmes.

*Assistance to the Financial Director* for advice on planning of financing investments at medium and long term, preparation of yearly budgets, preparation of documents needed for loan agreements for investments.

preparation of balance sheets, daily treasury management, assistance in setting up training programmes, preparation and introduction of new payment schemes.

*Assistance to the Port Operations Director* for advice on daily port planning, control and maintenance, preparation of investment requirements in equipment and construction, preparation of operational budgets, preparation of commercial handling contracts with shipping companies, preparation of training schemes

- **Management Training** advice for setting up and implementing the training schemes.

Input of following documents as per EBRD requirements:

Concept Clearance Memorandum	In July 1996
Initial Review Memorandum	In October 1996
Final Review Memorandum	In January 1997

Produce a complete Masterplan for the Port of Baku including all facilities and equipment

Prepare a phased development plan for the renovation and rehabilitation of the dry cargo terminal including an environmental assessment.

Prepare a set of tender documents for the proposed development phase one by the 1st of April 1997.

The development of this study should follow closely and be in harmony with the milestone dates for remittance of the reports and documents foreseen in the current study of Ramboll.

This project could be considered as an addendum to the on going contract in Baku and has to comply with the current Tacis-Traceca TOR, producing the documents in Russian and in English.

Project Budget : 1,350,000 ecu

Contract awarded to : HPTI

Implementation timetable: December 1995 through July 1997

Status: In progress

## INTERMODAL TRANSPORT

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

Intermodal transport is a key element of all Western economies. The techniques should also be useful in the region with their large distances, and in their new relationship with international transportation networks.

The objectives of the project are:

- Provide consultancy advice in order to solve existing problems in the organisation of intermodal transport within the TRACECA area and in connection with East-West and North-South international routes
- Transfer of intermodal technology know-how, especially in the area of ISO container handling and new transport techniques
- Provide assistance to rail and intermodal transport organisations in the area to design and operate commercially oriented intermodal services.
- Develop proposals to improve intermodal services in the region, including the necessary technical and financial measures to be taken

### **Main Components :**

- Survey of the existing technology, multi-modal terminals and transport system on the indicated routes.
- Technical and economic assessment of the feasibility of establishing a well functioning and efficient intermodal transport network in the area.
- Set up an intermodal freight transport group, covering all TRACECA countries, and carry out with this group a study visit to EU to examine the organisation and operation of multi-modal terminals from a technical and commercial viewpoint.
- Set up an intermodal transport case study, the aims of which are
  - to provide short-term solutions to facilitate international intermodal traffic in the selected corridor
  - to work together with the local organisations to design intermodal services in the selected corridor and train the staff involved in appropriate intermodal technology and commercialisation
  - to gather information regarding medium term solutions to set up advanced systems for intermodal transport in line with the latest international practice
- Promotion of adherence to international accords and use of standard documentation

**Project Budget :** 500,000 ecu

**Contract awarded to:** BCEOM

**Implementation timetable:** January 1996 through January 1997

**Status:** In-progress

## ROLLING STOCK MAINTENANCE

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

The condition of rolling stock has seriously deteriorated since the break-up of the FSU. One reason was that most of the large maintenance facilities were located outside the region. The resolution of this problem on a national basis for each country could lead to uneconomic duplication of facilities.

The project objectives are :

- Provide recommendations to solve existing rolling stock maintenance / replacement and manufacturing and supply of spare parts problems in the TRACECA region.
- Provide guidance to rail organisations in the region for the establishment of commercially viable rolling stock maintenance and manufacturing, within the framework of a market-oriented railway system.
- Design a detailed reorganisation plan in the selected area in cooperation with the national authorities.

A major result of this project should be to emphasise the need to foster co-operation between the different railways in the region and bring about a greater sharing of facilities between themselves for the maintenance, repair and manufacturing of rolling stock.

### **Main components :**

- Gather data regarding the existing and required fleet of rolling stock and its maintenance strategy and organisation
- Determine the future overall rolling stock maintenance and replacement requirements, and the requirements in the field of spare parts supply and manufacturing
- Survey of facilities and enterprises in the region, and prepare recommendations regarding the future size and structure of the sector
- Case study, to provide assistance to rail organisations in the region to execute rolling stock maintenance and manufacturing services on a commercial and market-oriented basis
- Study visit to EU countries

**Project Budget :** 700.000 ecu

**Contract awarded to:** SYSTRA

**Implementation timetable:** March 1996 through March 1997

**Status:** In progress



## REGIONAL TRAFFIC FORECASTING MODEL

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### Rationale and Objectives :

Demand forecasting is recognised by the TRACECA States as essential to transport planning and investment, in a free-market demand-led environment. It is furthermore a concept which was lacking in the previous centrally planned system.

The project will assemble the data elements and model required to forecast transport demand on all modes, across the Region. The model will be applicable to long term transport planning studies, notably investments in infrastructure. It must be sensitive to disaggregate input and a wide range of scenarios.

### Main Components :

#### 1. *The following constituent elements must be established:*

- common regional database(s), compatible with EUROSTAT and CETIR for :
  - transport and trade flows,
  - transport infrastructure, comprising of links and nodes on rail, road, and maritime, on a pre-defined network (GIS based)
  - transport costs
  - a software based multi-modal model for analysing scenarios, and sensitive to variables such as time, multi-product demand, congestion, network reinforcement, socio-economic changes
- the database and model are to be permanently accessible at one or more regional centres for use on research and feasibility studies

#### 2. *Applications*

- create comprehensive multi-modal (road/rail/maritime) synoptics of existing transport flows, and of forecasts of future flows based on scenarios
- highlight the main commercial, institutional, organisational, physical and infrastructure bottlenecks, present and anticipated
- identify the best positioned centres for development of multi-modal transfer nodes
- identify and catalogue specific road/rail/maritime and multi-modal projects, which best address problems highlighted, for detailed feasibility studies

#### 3. *Know-how Transfer*

The transfer of know-how in transport database design and modelling is a prime objective of this project. Furthermore this project will be a key pilot exercise, to assist in the formulation of ongoing technical assistance for TRACECA regional co-operation in these domains

**Project Budget:** 700 000 ecu

**Contract awarded to:** WS Atkins

**Implementation timetable:** April 1996 through July 1997

**Status:** In progress

## RAILWAYS INFRASTRUCTURE MAINTENANCE (CAUCASUS)

**Geographic Focus :** Azerbaijan and Georgia

### **Rationale and Objectives :**

The economic and political situation in the Caucasus has had a detrimental effect on the viability and the overall condition of the rail networks in the area. This in turn hampers fluent transport in the region.

Therefore, a project has been devised, by which the EU intends to play a catalyst role to :

- foster cooperation and revive the economic situation in the Caucasus region
- support the operational and financial situation of both railway networks

The two main objectives are :

- (A) Carry out pre-investment study for the rehabilitation of the main Transcaucasian rail route (Baku - Tbilisi - Batumi - Poti) between Azerbaijan and Georgia
- (B) Provide technical assistance to streamline commercial freight traffic on the main Transcaucasian rail route

### **Main components :**

#### **MODULE A : Pre-investment study**

The pre-investment study is to cover the requirements for rehabilitation of the main Transcaucasian rail route (Baku - Tbilisi - Batumi - Poti) between Azerbaijan and Georgia

- Examine Institutional and Organisational pre-feasibility
- Establish Traffic volume potential and revenue forecasts
- Carry out a detailed survey of the existing situation of infrastructure (track, signalling, telecommunication, buildings, etc ) and rolling stock situation, repair and maintenance facilities, etc.
- Definition of the required technical repair, upgrading and reconstruction work for various traffic volume hypothesis
- Economic and financial feasibility, including financing options

#### **MODULE B : Pilot freight train service**

Provide technical assistance to Azeri and Georgian railways in preparing and putting into operation a high-quality international freight train service on the main Transcaucasian rail route, monitor the operation of this service during a period of three months

Particular attention will be paid to

- Improvements reliability and commercial attractiveness of the freight train service
- Recommend and implement realistic price levels
- Making available sufficient operational capacity
- Reduction of terminal, transport and border crossing delays
- Reduction of product losses

**Project Budget :** 1 200,000 ecu

**Contract awarded to:** TEWET

**Implementation timetable:** January 1996 to March 1997

**Status :** In progress

## TRACECA TRADE FACILITATION

**Geographic Focus:** Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

In order to facilitate trade throughout the TRACECA region, harmonised customs procedures and trade documentation need to be set up. Furthermore private operators, or freight forwarders are to be encouraged, to assist merchants with their documentation, and to negotiate with carriers and insurers for best service, price, and multi-modal efficiency.

This project will design, develop or provide for the Region the following elements:

- harmonised customs documentation (in co-ordination with Project N°1, Legal Framework)
- essential international documents (e.g. conventions and model contracts) in Russian
- co-operation between customs authorities, and freight forwarders throughout the region
- customs services with modern control, telecommunications and data processing equipment, and staff trained in their use
- a study to identify the principle surface transport customs control points within and around the Region and to analyse common problems as well as those specific to each
- the introduction of EDI (electronic data interchange)
- computerised systems for the collection of statistics
- assistance in the creation of trade and freight forwarding associations in the TRACECA region and the encouragement of links between the national associations

### **Main Components:**

It is proposed that an International Trade Task Force (ITTF) reporting to TACIS be established to carry out the project. This Task Force would cover three specific domains of expertise

- trade facilitation (Systems Analysis)
- customs procedures
- freight forwarding

The ITTF should be complemented by individual National Trade and Transport Facilitation Task Forces (NTTF) in each TACIS state, which will consist of officials from the Ministry of Trade, the Customs Service, Chambers of Commerce, Freight Forwarding and Customs Agents, Insurers, Bankers, and Transport Operators

The ITTF and NTTFs are to promote the development of National and Regional Professional Councils and Associations

**Project Budget:** 980, 000 ecu

**Contract awarded to:** Scott Wilson Kirkpatrick

**Implementation timetable:** March 1996 through July 1997

**Status:** In progress

## ROAD TRANSPORT SERVICES (CENTRAL ASIA)

**Geographic Focus:** Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### Rationale and Objectives :

It must be recognised that the road freight transport industry in the European Union is efficient, specialised, very highly competitive and exclusively in private ownership. The achievement of a similar situation in the TRACECA region depends, above all, on the emergence of entrepreneurial skills. Three projects of which this is one, attempt in different ways to nurture such skills.

The overall objective of the project is to facilitate development of the domestic and international road transport industries within the Partner States.

The supporting objectives to the preceding project "Improvement of Road Transport Services (Caucasus)" are shared. Regulatory objectives, eventually of wider interest, are added.

The end scenario desired is the establishment of a broadly based industry composed of viable private autonomous operators, both carriers and common support service providers, matched to the foreseen demand for national and international road transportation

### Main components :

The Consultant will

- carry out studies leading to determination of the:
  - present level of activity in the trucking industry
  - truck fleet owned by the Partner States and the structure of that ownership
  - structure and capabilities of the automotive supplies industry
  - clearing-house, forwarding, back-haul or other trucking brokerage services on offer, particularly to SME trucking companies
- enter into close contact with selected enterprises and credible entrants to the industry, and mount collaborative pilot projects
- formulate recommendations for operator licensing (carriers) and vehicle certification, based on EU standards and DG17 recommendations
- conduct seminars
  - for know-how transfer
  - to bring together enterprise managers and officials from across the Region in the interests of harmonisation

**Project Budget:** 700 000 ecu

**Contract awarded to:** Alexander GIBB

**Implementation timetable:** March 1996 through July 1997

**Status:** In progress

## RAILWAYS INFRASTRUCTURE MAINTENANCE (CENTRAL ASIA)

**Geographic Focus:** Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

### **Rationale and Objectives :**

The rail infrastructure has been deteriorating through lack of maintenance. Some elements are of a strategic economic importance, and require attention to be upgraded. Also quality of service has to be improved and present or potential bottlenecks removed.

This project will therefore address multiple objectives :

- (A) Carry out feasibility study for the upgrading of AKTAU-BEJNEU rail line
- (B) Survey, training and recommendations to investigate and improve the overall rail traffic service quality on the Traceca and Europe-Asia main rail route east of the Caspian Sea
- (C) Feasibility study for the development of the Amudarya road and rail crossing at CHARDZHEV

### **Main components :**

**MODULE A :** Feasibility study for AKTAU-BEJNEU rail line. Traffic forecasts are to be generated, and an economical and technical feasibility study is to be carried out according to Western standards.

**MODULE B :** Proposals and training to improve freight and passenger traffic on Traceca and Europe - Asia main rail routes East of the Caspian Sea (Turkmenbashi - Dushanbe - Bishkek - Druzhba) from an operational and commercial point of view.

A survey of the existing situation (current train capacity, transit times, tariffs, border crossing delays, operational and commercial organisation) will be followed by recommendations, regarding adjustments to improve the overall transport quality and transit times on the route considered.

A study visit to EU countries will demonstrate participants the operations and commercial organisation and performance of Western railways in international traffic

**MODULE C :** Feasibility study for the development of the Amudarya road and rail crossing at Chardzhev

- Establish traffic forecasts for future road and rail traffic
- Inspection of the existing rail bridge. Determine urgent repair work, if any. Determine the future useful life span of the bridge and the cost of future maintenance requirements
- Feasibility study for the future road and rail crossing, based upon the results of the inspection and the requirements. Review of the existing feasibility study and evaluation of other crossing options.
- Recommendations and conceptual design documents

**Project Budget :** 1.200.000 ecu

**Contract awarded to:** DE-Consult

**Implementation timetable:** March 1996 through March 1997

**Status :** In progress

## FERRY TERMINALS : BAKU and KRASNOVODSK

**Geographic Focus:** Azerbaijan and Turkmenistan

### **Rationale and Objectives :**

The majority of cargo traffic between the Caucasus region and Central Asia uses the ferry service between Baku (Azerbaijan) and Turkmenbashi (Turkmenistan). The alarming rise of the Caspian sea level since 1977 creates major difficulties in operating the service.

If persistent, the present rate of rise of the water level would cause both ferry terminals to stop activities within some 3 years.

The objective of the project is to determine the level of investment which can be justified, and to produce the design and the international tender documents for the reconstruction of the ferry terminals both in Baku and Turkmenbashi.

### **Main Components:**

The project will be executed in four phases.

- Definition of design parameters
- Design Documents for the ferry terminals and the approaching rail and road routes.
- Economic and financial evaluation of the new terminals and production of supporting documents for international financial institutions.
- Tender Documents, according to the standards of supporting financing organisation.

The new terminals must be designed according to the following standards:

- Two ferry boats should be able to berth (as is the present situation)
- During the construction of the new facilities at least one vessel should be allowed to berth
- The new facilities should be able to accept the existing ferries as well as similar boats of the same capacity
- The terminal shall be designed to accept both rail wagons and trucks.
- The design should take into consideration that working at the minimum sea level might need substantial deepening of the sea bottom
- An extra meter of deepening by propeller scouring should be taken into account
- The approach rail and road should be designed at least 1.7m above the maximum sea level as defined above

**Project Budget :** 800.000 ecu

**Contract awarded to:** RAMBOLL.

**Implementation timetable:** March 1996 through March 1997

**Status:** In progress

STATEMENT OF ENDORSEMENT

TRACECA projects, Horizontal

Project Title: TRACECA COORDINATION TEAM

Recipient Institution: Ministries of Trade and Transport of the Republics of: Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tadjikistan, Turkmenistan, Uzbekistan

We the undersigned with principal seat at ....., hereby declare that we,

- 1. have carefully read the outline Terms of Reference of the Projects (hereinafter outline TORs), which are attached to the present Statement of Endorsement as Annexes .....
2. agree that the outline TORs appended hereto will serve as the basis for the development of the full terms of reference
3. accept that this Statement of Endorsement is also applicable to the full Terms of Reference, and that no further endorsement will be necessary for project implementation (e.g. launch of tenders, preparation of contracts etc.) to commence.
4. approve the TOR and are prepared to accept the technical assistance therein described;
5. accept that the experts in charge of rendering the technical assistance according to the outline TOR be selected according to the procedures of the Commission of the European Communities;
6. undertake to exert all our best efforts in order to make the rendering of the experts' technical assistance possible and to extend said experts our fullest co-operation. In particular, we undertake to put at the experts' disposal, free of charges, our facilities and staff, as they may be necessary;
7. undertake to acquire, free of charges, the ownership of the equipment purchased for the implementation of the Projects, if and when the transfer of property of said equipment is provided for under the outline TORs and/or the contract between the Commission of the European Communities and the experts, and to provide said experts with separate official statements certifying the receipt of the equipment;
8. shall allow, upon reasonable notice, independent inspectors, appointed by the Commission of the European Communities, and/or the Court of Auditors of the European Communities, to monitor the development of the Project and undertake to give said inspectors and/or the Court of Auditors the necessary assistance

For and on behalf of:

ARMENIA Name / Date / Place
AZERBAIJAN Name / Date / Place
GEORGIA Name / Date / Place
KAZAKHSTAN Name / Date / Place
KYRGHYZTAN Name / Date / Place
TADJIKISTAN Name / Date / Place
TURKMENISTAN Name / Date / Place
UZBEKISTAN Name / Date / Place

Handwritten signatures and names in various scripts, including Cyrillic and Latin, corresponding to the countries listed on the left.

Заявление об Одобрении

Проекты ТРАСЕКА, Горизонтальный

Название Проекта : Координационная группа ТРАСЕКИ.

Учреждение -получатель : Министерства Торговли и Транспорта республик : *и в соответствии с составом Группы органов Учреждения*  
Армения, Азербайджан, Грузия, Казахстан, Кыргызстан, Таджикистан, Туркменистан, Узбекистан

Мы, \_\_\_\_\_, нижеподписавшиеся, \_\_\_\_\_, имея \_\_\_\_\_ основное \_\_\_\_\_ местопребывание \_\_\_\_\_, настоящим заявляем, что мы:

1. тщательно изучили описание Технического задания на Проекты (в дальнейшем описание ТЗПы), приложенных к настоящему Заявлению об одобрении в качестве Приложений;
2. согласны с тем, что описания ТЗПы, приложенные к ним, будут служить основанием для развития Технического задания;
3. согласны с тем, что это Заявление об Одобрении является также полным Техническим Заданием и в будущем другое одобрение не будет необходимым для начала внедрения проекта (например тендер. подготовка контрактов и т.д.)
4. одобряем эти описания ТЗПы и готовы принять описанное в нем техническое содействие;
5. согласны с тем, чтобы эксперты, которым поручается оказывать это техническое содействие согласно описанию ТЗПы, были отобраны в соответствии с процедурами Комиссии Европейских Сообществ;
6. обязуемся приложить максимум усилий к тому, чтобы сделать возможным оказание нам технического содействия этим экспертам и полностью сотрудничать с ними. В частности, мы обязуемся, по мере ~~необходимости~~ *необходимости*,<sup>необходимости</sup> бесплатно предоставлять в распоряжение экспертов наши оборудование и персонал;
7. обязуемся бесплатно приобрести право собственности на закупленное для осуществления этих Проектов оборудование, если и когда передача права собственности на это оборудование предусмотрено ТЗП и /или контрактом, заключённым между Комиссией Европейских Сообществ и экспертами, и предоставить вышеупомянутым экспертам официальный отдельно представленный документ, удостоверяющий получение этого оборудования;
8. будем разрешать, по получении мотивированного извещения, независимым инспекторам, назначенным Комиссией Европейских Сообществ, и/или Счётной палате Европейских Сообществ, контролировать ход выполнения работ по этому Проекту и обязуемся оказывать вышеупомянутым инспекторам и/или Счётной палате необходимое содействие;

От имени и по поручению :

АРМЕНИЯ	Имя/Дата /Место
АЗЕРБАЙДЖАН	Имя/Дата /Место
ГРУЗИЯ	Имя/Дата/ Место
КАЗАХСТАН	Имя/ Дата /Место
КЫРГЫЗСТАН	Имя/Дата/ Место
ТАДЖИКИСТАН	Имя /Дата/Место
ТУРКМЕНИСТАН	Имя /Дата/Место
УЗБЕКИСТАН	Имя /Дата/Место

*А.А. Юсупов (дел. н.п. в.с.)*  
*А.А. Юсупов (дел. н.п. в.с.) с печатью*  
*А.А. Юсупов (дел. н.п. в.с.)*  
*А.А. Юсупов (дел. н.п. в.с.)*  
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*А.А. Юсупов (дел. н.п. в.с.)*  
*А.А. Юсупов (дел. н.п. в.с.)*





## EUROPEAN COMMISSION

Directorate General IA

External Relations: Europe and the Newly Independent States,

Common Foreign and Security Policy, External Service

Directorate C - Relations with the New Independent States and Mongolia

C1 Horizontal matters including Tacis

### Guidelines for the preparation of the Technical and Financial Proposal

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DRAFT

## UNDERTAKING

I/We, the undersigned, ....***name of authorised representative...***, being the authorised representative (s) acting for and on behalf of ...***name of company*** ..., having read and understood the invitation to tender dossier, comprising the terms of reference, the draft contract and all annexes, including but not limited to the General Conditions Service Contracts financed from Phare/Tacis Funds which form part of the terms and conditions of the contract:

- Confirm that the proposal has been drafted according to the guidelines received
- Undertake to perform the contract in accordance with the terms and conditions of the contract
- Will remain bound by the tender submitted for 3 months from the date of submission

In the event of the contract being awarded to ...***name of company...***, it will be signed by:

***(name of authorised signatory)***

The contact person for this project is:

***(name of contact person)***  
***(address,***  
***telephone***  
***fax)***

The Company's bank details:

***Name of Bank***  
***Address***  
***Name of account holder***  
***Account number***  
***Sort code***

## **Annex A: TERMS OF REFERENCE**

The ToR will become Annex A to the contract (see Instructions to Tenderers pt. C.). Put a copy of the ToR in your proposal. It is recommended that you initial the ToR for acceptance.

### **Guidelines for the preparation of**

## **Annex B: ORGANISATION AND METHODS**

This is a key aspect of your proposal. The guidelines given below are supplied for information only.

The Tenderer should prepare his tender in his own way and he should include the information which he considers will meet the requirements of the Terms of Reference in the most economical way. The proposed Annex B should be concise.

At his discretion, the Tenderer should provide

- overview of, and rationale for the approach (e.g. long term/short term experts),
- identify critical issues of the programme of his view and give answers how to handle these,
- use of expertise contributed by participating firms (if consortium/subcontractors),
- workplan with descriptions of work packages and for large projects also descriptions of tasks, also milestones, dependencies, etc...,
- a deployment chart of staff (highly recommended),
- management structure,
- backstopping including functions and level of manning,
- approach to use of local companies/experts including adaptation to local people, the local community, and local methods of working,
- technical description of any foreseen subcontracts,
- equipment required,
- planning of equipment purchase shown on workplan.

When the Terms of Reference specify that an Inception Report is required, particular attention should be paid to the planning of the work up to the delivery of the Inception Report especially concerning the resolution of any differences which might have arisen between the evolved requirements of the recipient and the Terms of Reference.

## Guidelines for the preparation of

### Annex C: List of Staff (including format for C.V.'s) and presentation of the firm

Below you find the format how you may present the C.V.'s of your staff (see Instructions to Tenderers). Please note that a signed commitment of each expert (key staff, core team) should be included.

The Summary List of staff as shown on page 12 and the Summary of Input of Staff as shown on page 13 will precede the detailed C.V.'s

The presentation of the firm shall be limited to a maximum of 10 pages showing its experience in the relevant field (see Instructions to Tenderers).

### CURRICULUM VITAE

Proposed position in the programme:

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

<i>Institution</i>	
<i>Date: from (month/year): to (month/year)</i>	
<i>Degree(s) or Diploma(s) obtained:</i>	

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

<i>Language</i>	<i>Reading</i>	<i>Speaking</i>	<i>Writing</i>

8. Membership of professional bodies:
9. Other skills: (e.g. Computer literacy, etc.)
10. Present position
11. Years within the firm:
12. Key qualifications: (Relevant to the programme)

13. Specific Eastern Countries experience:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>

14. Professional Experience Record:

<i>Date:from (month/year)to (month/year)</i>	
<i>Location</i>	
<i>Company</i>	
<i>Position</i>	
<i>Description</i>	

<i>Date:from (month/year)to (month/year)</i>	
<i>Location</i>	
<i>Company</i>	
<i>Position</i>	
<i>Description</i>	

etc.

15. Others:

e.g. Publications:

.....

**Annex C: Summary List of Staff**

**Tenderer:**

**Project Ref.:**

<b>Name of the Expert</b>	<b>Present Position</b>	<b>Years of Experience</b>	<b>Age</b>	<b>Nationality</b>	<b>Educational Background</b>	<b>Specialist Areas of Knowledge</b>	<b>Experience in the Beneficiary State</b>	<b>Languages and Degree of Fluency (VG, G, W)</b>



## Guidelines for the preparation of the

### ANNEX D : Breakdown of Remuneration

The following notes are provided to assist Tenderers in the preparation of **Annex D** (Financial Breakdown). Every attempt has been made to use realistic values wherever prices are mentioned in these guidelines, but it is the responsibility of the Tenderer to ensure the suitability of his proposal. Where these guidelines are not followed, the Tenderer is advised to justify deviations through an explanatory note.

Attention is drawn to **Article 8** of the Draft Contract (Taxes). All costs given in the breakdown of the costs should be free of VAT or other taxes or related fees.

#### **Fees**

1. The categories of the experts should be defined by the Tenderer. The amount of time to be worked shall be given in **man-days** and the fee rate in **ECU per man-day**. (See note on page 11).
2. For calculation purposes, the time worked by the Contractor's experts is computed in calendar days for the time spent in the Partner States and in days actually worked for the services rendered in the European Community. **The Tenderer is therefore supposed to provide two different rates, according to the location where the services are to be rendered.** (See note on page 11).
3. The fee rates proposed shall include all costs associated with the employment of the expert and the normal costs of his working environment (overheads). Only costs of services specifically required for this project shall be outside the fee rate. Costs associated with the employment of an expert include his salary, personal taxes, social security benefits (e.g. insurance, pensions, etc.) and holidays. Time sheets shall be provided together with the invoices. Public holidays shall be taken according to the place in which he is working at the time. The overheads shall include the provision of office accommodation, administration, secretary and any other cost associated with the provision of a working environment for the expert, including his personal equipment.
4. Clearly separate western experts, local experts, local support staff. Please use the same category/title in the Annex D as in Annex B and C. The figures given in Annex D (for each category or individual expert should exactly reflect the figures in the time allocation chart (time spent on the project for each expert) submitted as part of Annex B and Annex C.

#### Western experts :

The categories of expert should be defined by the Tenderer. A list should be provided assigning experts to each category. Use only one fee rate per category.

If no category is used, titles (e.g. project director, team leader ...) must be mentioned. Names should not appear in a breakdown of prices, names and titles should be mentioned in Annex B & C.

Please note that support staff in Europe is to be included in the overheads. Therefore "Secretary" will not be accepted as a separate item unless the TOR clearly call for administrative support.

#### Local Experts :

If local experts are required for the contract they should be contracted at local market rates. Upper limits for fee rates per **working day** of local experts should be :

<u>Category</u>	<u>Rate (ECU/day)</u>
Local Expert	90
Local Expert of subsidiary of Western company	150

#### Local support staff :



Fee rates of local support staff per **working day** should not exceed :

<u>Category</u>	<u>Rate (ECU/day)</u>
Secretary/driver	20
Interpreter (general)	70
Interpreter (conference or seminar)	100

### **Direct Expenses**

#### Per diem :

A per diem is paid only when an **expert** has his residence more than 200 km from the place of work mentioned in the Tender.

Per diem is used for short term assignments (less than 6 months in a stretch). It covers board and lodging, **local transportation**, and miscellaneous expenses.

Per diem is paid on a calendar-day basis. Please refer to the table of current UN per diem rates below (applicable in 1997). Always mention to which location the per diem applies (e.g. per diem in Moscow, per diem in Brussels...). In the CIS (especially Russia) the per diem rate has been calculated on the basis of cost of living in the capital. When working outside of the capital, cost of living is usually lower.

<u>Country</u>	<u>ECU/Day</u>	<u>Country</u>	<u>ECU/Day</u>
Armenia	109	Kyrgyzstan	95
Austria	164	Luxembourg	164
Azerbaijan	214	Moldova	160
Belarus	121	Mongolia	105
Belgium	117	Netherlands	162
Denmark	158	Portugal	157
Finland	155	Russian Federation	241
France	198	Spain	177
Georgia	194	Sweden	199
Germany	177	Tajikistan	92
Greece	94	Turkmenistan	174
Ireland	165	Ukraine	197
Italy	197	United Kingdom	168
Kazakhstan	207	Uzbekistan	89

In the Partner States a per diem can be paid to **local experts** working at more than 200 km from their home base. It **cannot exceed 50 % of above rates**.

Per diem for **trainees or beneficiaries** attending seminars or study tours must be included under "reimbursable" and will be refunded upon presentation of a signed attendance sheet.

#### Accommodation:

For assignments of more than six months, the expert should rent private accommodation and the cost calculation should be made accordingly. However, daily allowances can be paid for the first month until private accommodation has been found. The accommodation allowance is only paid during a holiday when the expert needs to keep the accommodation to continue his assignment with Tacis.

#### Other direct expenses :

Cost items should be included under direct expenses where the quantities and values are known accurately in advance of starting the project or when the amounts are too small to be justified individually (e.g. stamps). Supporting documents for costs under the item "direct expenses" are not to be submitted. Telecommunication costs may be included as direct expenses. It should be expressed as a monthly cost.

Public transport should normally be used for urban travel and the cost included in the per diem allowance. Where public transport is unsuitable, vehicle hire can be proposed. Only if vehicle purchase would be cheaper than vehicle hire the vehicle purchase may be proposed. A justification must be provided. If purchasing a vehicle can be justified, the vehicle must be handed over to the recipient at the end of the project and a receipt obtained. Payment of the final invoice will only be made on submission of such a receipt.

Vehicle hire and running costs may be treated as a direct expense. Car purchase must be treated as a reimbursable.

#### **Reimbursable.**

Reimbursable costs are paid only upon submission of the original receipts, invoices, vouchers or other appropriate material.

#### International travel :

The costs of international travel (By air: Y-Class, by train first class) between the place of execution of the work and the permanent residence of the consultant will be reimbursed only upon presentation of the original ticket stub. Travel between other destinations will be reimbursed if clearly specified.

#### Equipment :

If equipment is to be purchased, then the normal EC rules for procurement of goods have to be followed. For equipment with value above 50,000 ECU open tendering with publication in the Official Journal is the rule. Below this value informal consultation with three companies normally from different Community Countries may be used. Exceptions to these standard rules can only be made in exceptional circumstances (e.g. urgency, only one supplier) which must be fully justified in the tender document. All documents linked to the purchase of equipment must be kept at least 5 years to be presented to the Commission's auditors if the case arises.

Where open tendering is proposed, consideration should be given to contract a Procurement Agent, a company experienced in the task of procurement. A Procurement Agent may look after payment, delivery, installation and acceptance. The Procurement Agent normally charges a fee which can be charged to the project.

When the Consultant is doing procurement himself, he must be aware that this activity is time-consuming and that therefore he has to make provisions in his Breakdown of remuneration to cover the cost of this activity. Please note that total cost of equipment is cost of equipment, transport, insurance, transit costs plus all administrative costs in relation with the tendering procedures.

In addition, if equipment is to be purchased for the recipient, proof of delivery to the recipient must be provided before an invoice will be paid.

Purchase of car and computer equipment come under "equipment". Purchase of laptop is usually not accepted unless specifically mentioned in the ToR.

All equipment procured through project's funds must be handed over to the recipient at the end of the project and a receipt obtained. Payment of the final invoice will only be made on submission of such a receipt

#### Training / seminar / study tours :

Under this heading should be included all costs relating to these activities i.e. flights , per diem for trainees, registration fees etc. If an indicative budget is proposed, a detailed budget will have to be submitted during project implementation to the approval of the Commission.

#### Subcontracting :

When subcontracting is foreseen, a detailed technical description of the subcontract is to be supplied in Annex B (Organisation and Methods) together with a separate cost breakdown in the format of the overall cost breakdown for Annex D.

#### Other reimbursable expenses :

Office rent : if an office must be rented in the country of mission for the specific need of this project then office rent (on a monthly basis) must be treated as reimbursable. When printing or translation is a major cost item, the quantities and unit prices on which the estimate is based should be given. As a rule, lump sums are not accepted under "reimbursable".

#### Contingencies

Contingencies should not exceed 4 % of the total project cost.

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#### **Explanatory note regarding calculation of time worked by the contractor's staff.**

1. In every case, claims for services provided by the contractor's staff have to be supported with time-sheets.
2. If services are rendered in the **European Union**, the days actually worked are invoiced (within the budget limit in the Breakdown of Remuneration). Normally there are 5 **working days** in a week, however, when the workload so requires it may happen that one works 7 days a week.
3. In case of services rendered in the **Partner States**, the **calendar days** are counted as working days whether it is a long or short-term expert.

The calendar days are counted:

- from the date of departure in the EU to the Partner State till
- the date of departure (inclusive) from the Partner State back to the EU

always within the limits of the budget in the Breakdown of Remuneration (i.e. if the budget provides for 10 calendar days, but the plane leaves only on the 11th or 12th calendar day, only 10 days can be invoiced, etc.).

Encl.: Form for the Breakdown of Prices.

The European Commission  
Project:

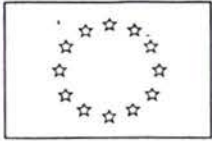
BREAKDOWN OF PRICES

ITEM	Unit	Unit Rate (ECU)	No. of Units	Amount (ECU)
<b>A. FEES</b>				
<b>Western Experts</b>				
Category I in EU	man-day			
Category I in CIS	man-day			
Category II in EU	man-day			
Category II in CIS	man-day			
Category III in EU	man-day			
Category III in CIS	man-day			
Category IV in EU	man-day			
Category IV in CIS	man-day			
<b>Local Experts</b>				
Local Experts	man-day			
<b>Support staff</b>				
Interpreters	man-day			
Secretaries	man-day			
Drivers	man-day			
<b>B. PER DIEM</b>				
<b>Per diem</b>				
EU experts in ....	day			
Local experts	day			
<b>C. DIRECT EXPENSES</b>				
Accommodation	month			
Visa	visa			
Telecommunication	month			
Copying	month			
TOTAL A + B + C				
<b>D. REIMBURSABLE EXPENSES</b>				
<b>Air Tickets</b>				
Air tickets - Europe NIS (Y-class)	return flight			
Air Tickets - Inter-NIS (Y-class)	round trip			
Air Tickets in Europe (Y-class)	return flight			
<b>Training</b>				
Flights for trainees	return flight			
Per diem trainees	day			
Registration fee ...				
Subcontractor	budget			
Equipment (incl. delivery to site).	budget			
Contingencies	lumpsum			
Total D				
TOTAL A + B + C + D				



EUROPEAN COMMISSION  
DIRECTORATE GENERAL IA  
External Relations: Europe and the New Independent States,  
Common Foreign and Security Policy and External Missions

Annex E: General Conditions for Service  
Contracts financed from Phare/Tacis  
Funds



EUROPEAN COMMISSION

Directorate General IA  
External Relations: Europe and the Newly Independent States,  
Common Foreign and Security Policy, External Service

# **General Conditions for Service Contracts financed from Phare/Tacis Funds**

Version 1/1997

This text is also available in French and German.  
Fax Nr. 0032 2 296 33 79

## Article 1 DEFINITIONS

1. The following definitions apply to these General Conditions and to the Contract:

Contract: The Contract and its annexes, including these General Conditions.

Contractor: The natural or legal person with whom the Contracting Authority enters into a Contract.

Contracting Authority: The European Community represented by the Commission of the European Communities or the other body in the Partner State identified as such.

Guarantor: Person, other than the Contractor, providing the Contracting Authority with a guarantee covering advance payments which the Contracting Authority may make to the Contractor.

Partner Institution: The body receiving technical assistance in the Partner State.

Partner State: The State receiving assistance under the Phare or Tacis programmes.

Phare: European Community assistance programme for the reconstruction of the economies of Central and Eastern Europe.

Services: Tasks to be performed by the Contractor under a service contract such as studies, designs, provision of short term and long term technical assistance (including monitoring), procurement and tendering operations, certification of quality/quantity aspects and training.

Tacis: European Community assistance programme for Technical Assistance to the Commonwealth of Independent States and Mongolia.

Terms of Reference: The statement issued by the Contracting Authority giving the definition of its requirements and objectives of the services, including, where applicable, the methods and means to be used and/or results.

2. 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.
3. Words importing persons or parties shall include firms and companies and any organisation having legal capacity.

## Article 2 COMPUTATION OF TIME-LIMITS

1. The time-limits referred to in these General Conditions and in Contract shall begin to run from the beginning of the day following the date of the act or deed which serves as the starting point for those time-limits.
2. Where the time-limit is fixed in days, it shall expire at the end of the last calendar day of the period laid down.
3. Where the time-limit is fixed in months, it shall end on the day having the same number as the day on which it began. In the event of the last month of a time-limit fixed in months not having a day with the same number as the date on which it began, the time-limit shall expire at the end of the last day of that month.
4. Where the last day of a time-limit falls on a public or any other general holiday in the State in which the obligation subject to the time-limit is to be performed, the time-limit shall be extended until the end of the next working day.

## Article 3 ASSIGNMENT

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.
2. The Contractor shall not, without the prior written consent of the Contracting Party, assign the Contract or any part thereof.
3. The approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations under the Contract, neither for the part of the Contract already performed nor for the part not assigned.

2. The Contractor shall make, or cause to be made in case of consortia and sub-contracting, available to the Contracting Authority, and the Commission of the European Communities when this is not the Contracting Authority, without delay, any information which the latter may request, concerning the performance of the work specified under the terms of the Contract. Throughout the duration of the Contract and for a minimum period of four years following its completion or cessation, the Contractor shall on ten working days' notice, make, or cause to be made, available to any official of the Contracting Authority, or of the Commission of the European Communities when this is not the Contracting Authority, or of the Court of Auditors of the European Communities, or any contracted third party especially authorised for this purpose, free access to all and any records and documents required to verify the proper performance of the Contract. Such records and documents may, if necessary, be verified at the place where they are normally kept.

#### Article 8 MONITORING - EVALUATION

The Contracting Authority may appoint a third party (hereinafter Monitoring Personnel) to conduct a monitoring and evaluation of the activities performed by the Contractor under the Contract.

The Contractor shall extend the Monitoring Personnel his fullest co-operation and provide with all the information and documents the Monitoring Personnel may reasonably request in order to accomplish the task.

#### Article 9 GENERAL OBLIGATIONS OF THE CONTRACTOR

1. The Contractor shall obey and abide by all laws and regulations in force in the State in which the Contract is to be performed and shall ensure that his personnel, their dependents, 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 dependents of such laws and regulations.
2. The Contractor shall perform the services with due care, efficiency and diligence, in accordance with the best professional practices. For this purpose he shall adopt all measures necessary to enable his staff to carry out their specified duties under conditions which are most conducive to efficiency.
3. The Contractor and his staff shall obey and carry out the instructions given to them by the Contracting Authority within the framework of the mission entrusted to them.

#### Article 10 CODE OF CONDUCT

1. The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority in accordance with the rules and/or code of conduct of his profession as well as with appropriate discretion.
2. The Contractor and his employees shall respect the political, cultural and religious practices prevailing in the Partner State.
3. The Contractor and his staff shall maintain professional secrecy, for the duration of the Contract and after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Contractor nor the personnel employed or engaged by him shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as to the result of the services. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the Contract.

#### Article 11 REPRESENTATION TOWARDS THIRD PARTIES

1. Unless otherwise provided, the Contractor shall not be authorised, by virtue of Contract, to act on behalf of or commit the Contracting Authority with regard to third parties. He and his staff shall abstain from any statement or behaviour or, in particular, use of the EC logo, which might be misunderstood in this respect.
2. The Contractor shall not commit the Contracting Authority in any way whatsoever without the latter's prior consent in writing, and shall, where appropriate, make this obligation clear to third parties.



#### Article 17 EXCLUSIVITY

Unless the Contract provides otherwise, the staff and personnel assigned to the Contract shall, during the periods specified for carrying out the specific assignment, work exclusively under this Contract and not carry out any work of whatever nature for any third party. If the Contractor does not fulfil this obligation the Contracting Authority may terminate the Contract and claim damages.

#### Article 18 PROVISION OF PERSONNEL

1. Unless otherwise provided, the services specified in the Contract shall be provided by the personnel whose names appear on the List of Staff enclosed to the Contract in accordance with the tasks as specified in the Contract. No modification may be made, except with the written approval of the Contracting Authority. Any modifications made without such approval shall be considered as breach of contract.
2. The Contractor shall provide a timely replacement with at least equivalent qualifications and experience and accepted by the Contracting Authority if:
  - (a) on account of death, sickness or accident, a member of staff is unable to continue providing his services or for other reasons out of the Contractor's control (e.g. resignation), it becomes necessary to replace any of his personnel;
  - (b) any person specified in the Contract is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract or if carrying out his tasks under the Contract consistently prejudices the good and timely performance of the Contract.
3. Unless otherwise provided, in the case where the Contracting Authority in writing requests a replacement according to point 18.2(b) above, the Contractor's proposal for the replacement must be given within one month from receipt of the Contracting Authority's request. It shall be considered as breach of contract if such proposal is not made within the above specified period.
4. Except in the case where the Contracting Authority requests a replacement not provided for by the Contract, the replacement shall not oblige the Contracting Authority to pay any additional remuneration, fees or costs other than those laid down in the initial Contract. The Contractor shall bear all the additional costs arising out of or incidental to such replacement. Such costs shall include the costs of the return journey of the replaced member of staff and his family, the costs of the replacement's training and, if necessary, the expenses arising from the need to maintain simultaneously at the place of work the member of staff to be replaced and his replacement.

#### Article 19 LOGISTICS AND ADMINISTRATIVE SUPPORT

The Contractor shall provide appropriate and adequate administrative and logistical support services at his head office or field offices for carrying out the services.

#### Article 20 REPORTING

1. The Contractor shall furnish the Contracting Authority with such information relating to the services and the programme as the Contracting Authority may at any time request. In this respect, periodic reports shall be provided, whose form, number of copies, subject matter and frequency will be as laid down in the Contract. Implementation difficulties or technical omissions in the Terms of Reference shall form the subject of special reports.
2. On termination of the services the Contractor shall draw up a confidential final report of the project and a critical study of any major problems which may have arisen during the performance of the Contract. The Contract shall determine the number of copies of the above-mentioned report to be submitted to the Contracting Authority. The final report provided for above shall be forwarded to the Contracting Authority not later than two months after the end of the provision of services by the Contractor.
3. One copy of the reports mentioned under point 2 above shall be delivered by the Contractor to the Contracting Authority's Delegation in the Partner State, if any.

#### Article 24 VARIATION OF SERVICES

1. After consultation with the Contractor, the Contracting Authority may modify the original Contract in the course of performance thereof, provided that it does not change the general purpose of the Contract and that it gives fair compensation where appropriate, within the limits laid down hereafter.
2. The cost of such variations shall be borne by the Contracting Authority by analogy with the methods used in calculating the costs of the original Contract and as far as the changes fully justify it.
3. Where the services to be performed are increased, the Contractor shall, on submission of a reasoned request to the Contracting Authority, be entitled to an appropriate extension of the contractual period of performance.
4. Agreements to any such variations must be in writing by the duly authorised representative of the Contracting Authority.

#### Article 25 WORKING DAYS

For calculation purposes, unless the Contract provides otherwise, the time worked by the Contractor's experts is computed in calendar days for the time spent in the Partner States and in days actually worked for the services rendered in the European Community. In both cases time worked must be evidenced by time sheets submitted by the Contractor.

#### Article 26 CONTRACT AMOUNT

The payments cannot exceed the maximum total amount stated in the Contract. Furthermore, no payments for fees, direct costs and reimbursable expenses can exceed the maximum amounts specified in the Contract for each of these categories.

#### Article 27 PAYMENTS

Unless otherwise provided:

1. Payments shall be made in ECU.
2. The Contract shall state the exchange rate to be applied for conversion into ECU from other currencies.
3. With regard to payments due under the Contract, unless otherwise agreed, the Contractor must designate a bank account opened either in the country where the Contractor is registered or established for the purpose of carrying out its business, and in any case within the European Community or the Partner States, or in the country where the majority of the work is performed under the Contract.
4. The remuneration of the Contractor under the Contract shall constitute his only remuneration in connection with the contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.
5. The Contractor shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract or the programme, unless it is agreed by the Contracting Authority in writing that he may.

#### Article 28 PAYMENT PROCEDURE

1. The Contractor is entitled to payment of up to the amount stated in the Contract as and when the services are provided and accepted. If the Contract so provides, the Contractor shall be entitled to interim payments in accordance with the procedures, schedules and time limits stipulated in the Contract.
2. Abatements for any incomplete provision of services shall be made on the basis of the prices laid down in the Contract in respect of the part of the services which were not provided.

5. The conditions under which transport cost of documents, equipment and materials may be borne by the Contracting Authority, shall be as stated in the Contract.
6. In all cases, reimbursement will be subject to the submission of original supporting documents plus one copy.

#### Article 30 PAYMENT SCHEDULE

1. Unless otherwise provided, payments shall be made within 60 days of receipt of the request for payment and shall be deemed to have been made on the date on which they are debited to the Contracting Authority's account.
2. The Contracting Authority may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Contracting Authority or if the vouchers in support of the request are incomplete. Where payment is so deferred, the Contracting Authority shall not be liable to pay interest or indemnities of any kind.
3. The Contracting Authority shall be bound to comply with payment periods only if requests for payment are properly presented at the address stated in the Contract.
4. The 60 days payment period does not include any delays occurring as a result of banking procedures.
5. If the time-limits for payments are exceeded, and the Contract has not given rise to any claim, the Contractor shall be entitled to interest calculated pro rata on the basis of the number of calendar days by which payment is delayed, at the interest rate applied by the European Monetary Institute, as published in the Official Journal of the European Communities for the month in which the payments is made, increased by 1%. This indemnity is exclusive.
6. Any default in payment of more than 120 days from the expiry of the period laid down above in this article shall entitle the Contractor either not to perform the Contract or to terminate it.

#### Article 31 ADVANCES

1. If the Contract so provides, an advance shall be granted to the Contractor, at his written request, for operations connected with the execution of the services, in order to enable him to meet expenditure resulting from the commencement of the Contract.  
The total amount of the advance shall not exceed 35% of the total of fees and direct expenses as defined in the Contract.  
The Contracting Authority may, at its discretion, pay an advance not exceeding 35.000 ECU without submission of a bank guarantee.
2. The Contractor shall use the advance exclusively for operations connected with the performance of the services. Should the Contractor misuse any portion of the advance, it shall become due and repayable immediately and no further advance payment shall be made to him.
3. In the event that the Contract provides for the purchase of equipment for a value exceeding ECU 20,000, the Contractor may obtain, upon submission of a separate bank guarantee as opposed to that mentioned under point 1 of this article, an advance payment to be handled as a Special Fund in order to finance said purchase. The Contractor may not request the advance payment earlier than three months before the actual purchase of the equipment.  
In the event that the Contract provides for the organisation by the Contractor of study-tours for representatives of the Partner Institution for a value exceeding ECU 20,000, the Contractor may obtain, upon submission of a separate bank guarantee as opposed to that mentioned under point 1 of this article, an advance payment to be handled as a Special Fund in order to finance said study-tours.  
In both the above-mentioned cases the Contractor shall keep the advance received in a separate interest bearing bank account to be used only for the purposes for which the advance has been provided.  
The interest accrued on the account shall be returned to the Contracting Authority.
4. No advance shall be granted until:
  - (a) the Contract has been signed by both parties and returned by the Contractor to the Contracting Authority;
  - (b) provision to the Contracting Authority by the Contractor of a separate directly liable bank guarantee or other adequate security acceptable to the Contracting Authority for the full amount of the advance.

3. In the event of a legally binding attachment of the property or accounts of the Contractor affecting payments due to him under the Contract, the Contracting Authority shall have 60 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

#### Article 35 TAXATION

1. Taxes, duties and charges (such as customs and import duties) shall be excluded from Community financing.
2. The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenues received under the contract.

#### Article 36 LIABILITY

1. The Contracting Authority will not be held liable for damage sustained by the Contractor himself or by his staff during the performance of the Contract. The Contracting Authority shall not be subject to any claim for compensation or repairs in respect of any such damage.
2. The Contractor shall be liable to the Contracting Authority for full performance of all obligations resulting from the Contract, repair any damage caused to the Contracting Authority or the persons to whom the services were provided as a result of any action or omission relating to the performance of the Contract, which is attributed to him as a result in particular of his negligence, errors or omissions.
3. Within 20 days of signature of the Contract by both parties the Contractor shall take out and maintain a full indemnity insurance policy adequately covering, from the start of performance of the Contract and throughout its duration civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Party arising out of the performance of the Contract.
4. The Contracting Authority shall undertake no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of the Contractor or of his sub-contractors or other independent contractors for the purposes of the services, nor for any members of the families of such persons.

#### Article 37 PURCHASE OF EQUIPMENT

1. In the event that equipment is to be purchased according to the Contract, the Contractor shall apply the standard rules and procedures of the European Community for the purchase of equipment, as they will be made known to the Contractor by the Contracting Authority. The Contractor may not participate as a bidder in the tender - be it an informal consultation or an open tender - for the purchase of said equipment. The equipment must originate either from a Member State of the European Communities or from the Tacis Partner States. The Contractor may not be reimbursed the cost of purchase for equipment that does not originate from a Member State of the European Communities or from a Phare/Tacis Partner State for which no specific written approval to waive this requirement has been made by the Contracting Authority. Exemptions to the requirement of origin shall only be allowed in exceptional circumstances.
2. Until the moment of handing over the equipment to the Partner Institution the Contractor shall be responsible of the proper maintenance and custody of the equipment. The Contractor shall keep a fixed asset register for the equipment purchased within the framework of the Contract. All equipment shall be permanently marked with an inventory identification number (that is reflected in the fixed asset register) and shall carry clear evidence of the fact that it has been donated from Phare/Tacis funds.

#### Article 38 MEDICAL AND INSURANCE ARRANGEMENTS

1. The Contractor shall fulfil all legal obligations of an employer in respect of his personnel working in the context of the Contract. These obligations shall include, in particular, obligations in respect of social security, of medical insurance, and of fiscal and other charges.

The Contractor shall also provide for his staff assigned to the Partner State a medical insurance for emergency repatriation.

2. The Contracting Authority may furthermore terminate the Contract in any case of breach of contract or where any of the reasons for termination specifically stated in these General Conditions, the Contract or its other annexes, apply.
3. The Contracting Authority may terminate the Contract with immediate effect in the event that the Contract has been signed after a restricted tender and either the Contractor has not complied with article 12 of the General Regulations for Tenders and Award of Service Contracts financed from Tacis Funds.
4. The Contracting Authority may terminate the Contract with immediate effect in the event that the Contractor is wound-up, whether voluntarily or involuntarily, a petition in bankruptcy is entered against it, settles or compounds with its creditors or has a receiver of its assets appointed, or sells or disposes of all - or substantially all - of its assets otherwise than for the purpose of a bona fide sale, reorganisation, merger reconstruction, or amalgamation previously approved by the Contracting Authority in writing.
5. Such termination shall be without prejudice to any other rights of the Contractor or the Contracting Authority acquired under the Contract.
6. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority terminates the Contract without prejudice to any liability thereunder that may have already been incurred.
7. Upon termination of the Contract or when he has received notice thereof, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

#### Article 42 TERMINATION BY THE CONTRACTOR

1. Unless otherwise provided, the Contractor may, after giving due notice to the Contracting Authority, terminate the Contract if the Contracting Authority consistently fails to meet its obligations after repeated reminders.
2. Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the Contract.
3. In the event of such termination, the Contracting Authority shall pay the Contractor for the services rendered and additionally for any loss or injury the Contractor may have suffered. Such additional payment may not exceed 10% of the total value of the Contract.

#### Article 43 FORCE MAJEURE

1. Neither party shall be considered to be in default or in breach of his obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of notification of the award or the date when the Contract becomes effective, whichever is the earlier.
2. The term "force majeure", as used herein shall be construed according to Community Law as interpreted by the jurisprudence of the European Court of Justice. In order to rely upon force majeure, the Contractor or the Contracting Authority must show that they were unable to perform the relevant operations within the periods laid down, as a result of unusual circumstances outside their control, the consequences of which, in spite of the exercise of all due care on their part, they could not have avoided except at the cost of excessive sacrifice. Force majeure shall not include any event which is caused by the negligence or intentional action of a party to this Contract or such party's sub-contractors or agents or employees; nor shall force majeure include insufficiency of funds or failure to make any payments required hereunder.
3. A party effected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.
4. If either party considers that any circumstances of force majeure have occurred which may affect performance of his obligations, he shall promptly notify the other party, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed, the Contractor shall continue to perform his obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of his obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do.
5. During the period of his inability to perform the services as a result of an event of force majeure, the Contractor shall be entitled to be reimbursed only for additional costs reasonably and necessarily incurred by him during such period and for expenses in reactivating of the services after the end of the interruption period. The parties shall consult with each other with a view to agree on appropriate measures to be taken in the circumstances.



## **EUROPEAN COMMISSION**

**DIRECTORATE GENERAL IA**

**EXTERNAL RELATIONS : Europe and the Newly Independent States, Common Foreign and Security Policy and External Service**

**Directorate C : Relations with the New Independent States and Mongolia**

**Financial resource management**

## **ANNEX F**

### **1. Tax and Customs Arrangements**

### **2. Bank Guarantee**



## **EUROPEAN COMMISSION**

**DIRECTORATE GENERAL IA**

**EXTERNAL RELATIONS : Europe and the Newly Independent States, Common Foreign  
and Security Policy and External Service**

**Directorate C : Relations with the New Independent States and Mongolia**

**Financial resource management**

## **ANNEX F**

### **1. Tax and Customs Arrangements**

## GRANT OF FACILITIES

### ARTICLE 1 - GENERAL PRIVILEGES

Personnel taking part in Community financed measures and members of their immediate family may be accorded no less favourable benefits, privileges and exemptions than those usually accorded to other expatriates employed in states of the NIS under any other bilateral or multinational agreement or arrangements for economic assistance and technical cooperation programmes.

### ARTICLE 2 - ESTABLISHMENT, INSTALLATION, ENTRY AND RESIDENCE FACILITIES

In the case of works, supply or service contracts, natural persons or representatives of legal persons eligible to participate in tendering procedures shall be entitled to temporary installation and residence where the importance of the contract so warrants. This right shall be acquired only after the invitation to tender has been issued and shall be enjoyed by the technical staff needed to carry out studies preparatory to the drawing up of tenders. This right shall elapse one month after the Contractor is designated.

The NIS shall permit personnel taking part in works, supplies, or service contracts financed by the Community, and members of their immediate family, to enter the State of the NIS, to establish themselves in the State, to work there and to leave the said State, as the nature of the contract so justifies.

### ARTICLE 3 - IMPORT AND RE-EXPORT OF EQUIPMENT

The NIS shall grant the permits necessary for the importation of professional equipment required to execute the measures, subject to existing laws, rules and regulations of the NIS.

The NIS shall further grant natural and legal persons who have executed works, supplies or service contracts the permits required to re-export the said equipment.

### ARTICLE 4 - IMPORTS AND EXCHANGE CONTROL

For the execution of the measures, the NIS undertakes to grant import authorizations as well as authorizations for the acquisition of the foreign currency and to apply national exchange control regulations without discrimination between Member States of the Community and the NIS.



## ARTICLE 5 - TAXATION AND CUSTOMS

1. Taxes, customs and import duties shall not be financed out the EC Grant.
2. Imports under supply contracts concluded by the authorities of the NIS and financed out of the EC Grant shall be allowed to enter the State of the NIS without being subject to customs duties, import duties, taxes or fiscal charges having equivalent effect.
  - The NIS shall ensure that the imports concerned will be released from the point of entry for delivery to the Contractor as required by the provisions of the contract and for immediate use as required for the normal implementation of the contract, without regard to any delays or disputes over the settlement of the above mentioned duties, taxes or charges.
  - Where a supply contract financed out of the EC Grant involves a product originating in the NIS, the contract shall be concluded on the basis of the ex-works price of the supplies in question, to which shall be added the internal fiscal charges applicable in the NIS to those supplies.
3. Contracts financed out of the EC Grant shall not be subject in the NIS to documentary stamps or registration duties or fiscal charges having equivalent effect, whether such charges exist or are to be instituted.
4. Natural and legal persons, including expatriate staff, from the Member States of the European Community executing technical cooperation contracts financed out of EC Grant shall be exempted from business and income tax in the NIS.
5. Personal and household effects imported for personal use by natural persons (and members of their immediate families), other than those recruited locally, engaged in carrying out tasks defined in technical cooperation contracts shall be exempt from customs duties, import duties, taxes and other fiscal charges having equivalent effect, the said personal and household effects being either re-exported or disposed of in the state in accordance with the regulations in force in the NIS after termination of the contract.
6. Natural and legal persons importing professional equipment, as provided for in paragraph 2, shall, if they so request, benefit from the system of temporary admission as defined by the national legislation of the NIS in respect of the said equipment.



## **EUROPEAN COMMISSION**

**DIRECTORATE GENERAL IA**

**EXTERNAL RELATIONS : Europe and the Newly Independent States, Common Foreign  
and Security Policy and External Service**

**Directorate C : Relations with the New Independent States and Mongolia**

**Financial resource management**

## **ANNEX F**

### **2. Bank Guarantee**

FORM OF BANK GUARANTEE

To : The European Commission  
Commission DG IA  
rue d' Arlon 88  
1040 Brussels

Subject : Guarantee No .....

Dear Sirs,

whereas :

- the contract No (hereinafter Contract) has been entered into by  
and between you (the European Communities) and with  
registered office at (hereinafter Contractor).  
Object of the Contract is ;

- according to clause of the Contract, the European Communities will make  
in favour of the Contractor an advance payment amounting to ECU ( )  
) upon signature of the Contract and submission by the Contractor of a bank guarantee  
in your favour securing the same amount of ECU ( ).

WHAT ABOVE STATED :

we, the undersigned Bank with registered office at ,  
hereby irrevocably and unconditionally guarantee and undertake to pay you the amount  
of ECU ( ) upon your first demand in writing and  
notwithstanding any opposition by the Contractor as well as waiving the benefit of any  
objection about the existence and/or validity of your credit.

The amount of the present guarantee will be automatically reduced by the successive  
repayments of the above-mentioned advance made by the Contractor according to the  
Contract.

We, Bank declare that the present guarantee shall come into effect as  
of the date hereof to remain in force until the advance has been completely repaid by  
the Contractor or until the date, if earlier, of receipt by us of your written authorization  
to withdraw the present guarantee.

The present guarantee shall be governed by, and construed in accordance with, the  
laws of Belgium.

Any dispute arising from, or relating to, the present guarantee, which cannot be  
amicably resolved, shall be subject to the exclusive jurisdiction of the Courts of  
Brussels, Belgium.

Date :

Place :



Takis identity standards  
Getting it right



# Introduction

A new written and visual identity has been created for the Tacis Programme. It is part of a long-term communications strategy aimed at increasing the understanding and visibility of the Tacis Programme.

All those involved in the Programme – the European Commission and its Delegations, Coordinating Units, Tacis Technical Offices and our many local partners and contractors – have a very important role to play in the implementation of this new identity.

The objectives of this booklet are threefold. Firstly, to give you an overview of the Tacis visual and written identity and to show how it will apply to a wide range of items. Secondly, to enlist your support in implementing this programme, and thirdly to explain where to find the guidelines to help you do so.

Thank you in anticipation of your continuing support for the Tacis Programme.

Robert Verrue  
Deputy Director General  
Directorate General for External Relations:  
Europe and the New Independent States, Common  
Foreign and Security Policy and External Missions

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# Tacis – making its mark

Making our mark with Tacis does not only depend on the projects that we undertake but also on the image that we project when doing so.

In 1994, Tacis adopted a new logo and identity. The aim is to ensure that the quality of all visual materials – from publications to stationery and exhibitions – is professional and consistent in every country in which Tacis operates. In addition, the aim is to raise the profile of Tacis so that all its programmes and projects are acknowledged as having been funded by the European Union's Tacis Programme, and to create a strong sense of identity.

The Tacis identity has two key elements:

- the Tacis written identity – what is written and said about Tacis
- the Tacis visual identity – how Tacis is featured visually.

Many people have an important role to play in achieving these aims, including the staff of the European Commission, the Delegations, Tacis Technical Offices and Coordinating Units, the Tacis information and communications staff, contractors and project managers throughout the European Union and Tacis partner countries.

This booklet is intended to give an overview of the Tacis identity and the quality standards that need to be achieved in order to provide consistency throughout Tacis' operations. It explains where to go for more information and provides advice on how to implement the new identity.

Meanwhile, a technical manual has been produced for communications professionals, and a series of identity booklets has been designed for use by key participants in the Tacis Programme. These contain the detailed specifications needed to implement the identity with care and consistency.

You contribute to the reputation of the Programme every time you write about and present Tacis or produce Tacis branded printed materials, such as stationery, publications, presentation and training materials or other items mentioned in this booklet.

All these products must reflect the written and visual identity standards which have been established to ensure consistency. Using the logo and other elements accurately is essential.

Please help us to extend and protect our image by following the advice given in this booklet.

## Who should read this booklet?

This publication should be read by everyone involved in the Tacis Programme or seeking Tacis contracts.

Many people have a special role to play:

- information officers – responsible for managing and controlling the identity standards
- communications consultants, designers and graphic artists – responsible for producing communications materials
- task managers – responsible for preparing the terms of reference, the contracting process and in charge of the overall project management
- contractors seeking Tacis contracts – who will have to take into account the identity standards when preparing their tenders
- contractors and their experts working on Tacis projects both in the west and in Tacis partner countries – responsible for the production of a wide range of Tacis branded materials.

# The Tacis written identity

## Using the right name

When the Tacis Programme started in 1991, it was developed with only one country in mind – the Soviet Union. Soon after the start of Tacis operations, the former Soviet Union broke up, the Baltic States became independent, and twelve New Independent States were created. Some of the New Independent States grouped together to form the Commonwealth of Independent States.

Originally, the name of the Programme was derived from the abbreviation 'Technical Assistance for the Commonwealth of Independent States', and was often abbreviated to 'TACIS'. However, the use of 'TACIS' in its original form as an acronym written in capital letters is now inappropriate, for several reasons. Firstly, the latest Tacis partner country – Mongolia – is not a member of the CIS. Secondly, not all of the other Tacis partner countries have been members of the CIS at every stage in the latter's existence. Thirdly, the Tacis Programme operates largely through dialogue with each of the individual New Independent States (NIS) of the former Soviet Union, and not with the CIS as a whole. The name of the Programme should therefore no longer be written in capital letters, but as a proper name with a capital first letter only – 'Tacis'. For the first time in a text it should be referred to as 'the Tacis Programme' and after that as 'Tacis' or 'the Programme'.

When referring to Tacis sub-programmes, 'programme' should begin with a lower-case 'p', for example 'the Tacis telecommunications programme' or 'the Tacis programmes for the Russian Federation'.

~~TACIS~~  
~~T.A.C.I.S.~~  
Tacis  
~~The Tacis programme~~  
~~The Tacis Programme~~

## Using the right descriptions – What is Tacis?

To build a better understanding of what Tacis is, standard descriptions of the Tacis Programme have been produced in different lengths to suit different situations. Using standard descriptions in all communications will avoid misunderstanding of what the Tacis Programme is.

These descriptions are the result of careful analysis and should not be altered or replaced by any other definitions. From time to time as the Programme develops, amendments may be made by the European Commission in Brussels, but these will only be instigated and approved by the Tacis management, based in Brussels.

Some of the different ways of using the standard descriptions are shown here.



## Using the correct words

To improve understanding and encourage the use of the correct words, the Tacis Information Office produces a booklet called 'Written identity'. It covers the following sections:

- Tacis key messages – six standard descriptions of different lengths which explain what Tacis is in English and Russian. Translations in all European Union languages are also available from Tacis.
- correct use of words and names – in English and Russian
- supporting information which presents the information on which the key messages are based
- style guidelines for Tacis publications – in English and Russian
- Tacis terminology – a glossary of all the common terms – in English and Russian – used in the Tacis Programme.

The 'Written Identity' booklet can be obtained from the Tacis Information Office, task managers in Brussels, Delegations of the European Commission, Tacis Technical Offices, framework programme contractors and Coordinating Units.

Full version as an introduction to a publication

continued

•/C controllers in Russia	74
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Full version on a pocket-sized card

## Using the Tacis name

All Tacis-funded programmes and projects must carry the Tacis name, for example

- The Tacis ACE programme
- Tacis Technical Offices
- The Tacis Belarus employment services project
- The Tacis productivity initiative programme

There are a few exceptions to this rule which will be decided upon by the European Commission on a case-by-case basis.



Разработанная Европейским Союзом программа Тацис передает ноу-хау в целях содействия развитию рыночной экономики и демократии в Новых Независимых Государствах.

Short version on a sticker

### What is Tacis?

The Tacis Programme is a European Union initiative for the New Independent States and Mongolia which fosters the development of harmonious and prosperous economic and political links between the European Union and these partner countries. Its aim is to support the partner countries' initiatives to develop societies based on political freedoms and economic prosperity.

Tacis does this by providing grant finance for know-how to support the process of transformation to market economies and democratic societies. In its first four years of operation, 1991-1994, Tacis has committed ECU 1,757 million to launch more than 2,000 projects.

Tacis works closely with the partner countries to determine how funds should be spent. This ensures that Tacis funding is relevant to each country's own reform policies and priorities. As part of a broader international effort, Tacis also works closely with other donors and international organisations.

Tacis provides know-how from a wide range of public and private organisations which allows experience of market economies and democracies to be combined

with local knowledge and skills. This know-how is delivered by providing policy advice, consultancy teams, studies and training, by developing and reforming legal and regulatory frameworks, institutions and organisations, and by setting up partnerships, networks, twinnings and pilot projects. Tacis is also a catalyst, unlocking funds from major lenders by providing pre-investment and feasibility studies.

Tacis promotes understanding and appreciation of democracy and a market-oriented social and economic system by cultivating links and lasting relationships between organisations in the partner countries and their counterparts in the European Union.

The main priorities for Tacis funding are public administration reform, restructuring of state enterprises and private sector development, transport and telecommunications infrastructures, energy, nuclear safety and environment, building an effective food production, processing and distribution system, developing social services and education. Each country then chooses the priority sectors depending on its needs.



One-line version on a pen



# The Tacis visual identity

## Using the Tacis logo



**Three colour version**  
turquoise PMS 321 C  
blue PMS Reflex Blue C  
yellow PMS Yellow C

The Tacis logo is the symbol of the Tacis Programme. It is the central feature of the Tacis identity and has been produced for simple and distinct identification. It incorporates the European emblem, as Tacis is a European Union funded initiative.

The logo is a registered trademark of the European Commission and is protected by copyright. Its use is given to those working for the Programme only on the basis that the guidelines for its use are strictly adhered to. Every care must be taken to reproduce it with accuracy and to a high standard.

It must always be produced from authorised master original artwork or from a computer disk supplied by the European Commission. Never create your own version of the logo, adjust or modify it in any way.

The Tacis logo always appears on the left-hand side of all visual materials. Its positioning is an important part of the Tacis identity.

Within the logo, the word 'Tacis' must never be written in another alphabet.



There are specific guidelines on how to produce the logo to ensure consistency and accuracy. The preferred reproduction of the Tacis logo is in the three specified PMS (Pantone Matching System) colours.

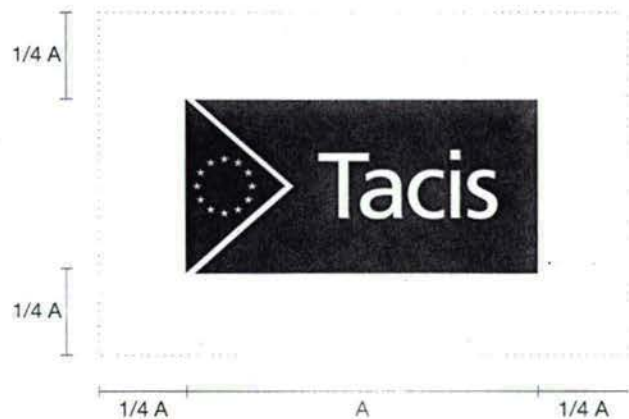
The Tacis logo may also be reproduced in a single colour. The only authorised versions are

- solid black
- Reflex Blue C
- PMS 321 C.

Grey is not allowed.



The Tacis logo should always appear prominently and be separated from other visual elements which can distract or weaken its effectiveness. A minimum area of isolation around the logo should always be respected, as shown below.



Do not misuse the logo. Always share the guidelines with your printer.

## Use of the European emblem

The European emblem – the blue flag with twelve stars – may only be used by the European Commission and its Delegations. This avoids misunderstanding about who may use the European emblem.



# The Tacis specified typeface

An important element of the identity, that gives Tacis a distinct and recognisable image, is the consistent use of one typeface. The specified typeface is called Helvetica. It was selected because of its universal availability on a variety of systems. Helvetica Neue is the preferred version of the specified typeface and should be used if it is available.

When using the cyrillic alphabet, there are equivalents to Helvetica for example APC Bastion, or typefaces that are very similar to Helvetica, for example Pragmatik.

It is most important that the Tacis specified typeface is used in all situations and on all materials.

Helvetica Neue Light 11 pt

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789 &\$\$£!?(,;:)/% éèàçùôî  
БГДЗЖИЙКЛПУФХЦЧШЩЪЫЬЭЮЯ  
абгвдежзийкклмнопрстуфхчцщъыьэю

Helvetica Neue Bold 11 pt

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**0123456789 &\$\$£!?(,;:)/% éèàçùôî**  
**БГДЗЖИЙКЛПУФХЦЧШЩЪЫЬЭЮЯ**  
**абгвдежзийкклмнопрстуфхчцщъыьэю**

## Contractors' roles and responsibilities

Tacis is asking all contractors – new and old – for their support and cooperation in implementing the Tacis identity effectively. Contractors with old contracts (without a binding clause on identity) are nonetheless specifically asked to apply the identity guidelines given here. Contractors who have signed service or supply contracts which include the new article on 'communications' are obliged to follow the identity and communications guidelines under the terms of their contract as part of the 'General conditions for service/supply contracts financed from Phare/Tacis funds'. More specifically, this means:

- contractors carrying out Tacis projects must use the Tacis identity, including the logo, in all Tacis-related communications
- contractors must use their company name on Tacis materials as specified in the identity standards.
- contractors are not permitted to use the visual identity or logo of their company or organisation, or its name in logo form
- contractors are not permitted to use the European emblem
- in relation to supply contracts, contractors must brand supplies – both the packaging and the goods – by applying the Tacis identity guidelines
- contractors are responsible for covering the costs of project-related communications activities under the budget of the respective service /supply contract.

The legal basis for the guidelines regarding communications is given in current contracts under article 13 for service contracts (article 23 for supply contracts) of the 'General conditions for service/supply contracts financed from Phare/Tacis funds'.

### General conditions for service contracts financed from Phare/Tacis funds

#### Article 13 - Communications

- 1 Save as provided under article 11.3 above, the contractor shall follow the guidelines imparted by the contracting party when undertaking communications activities concerning Phare/Tacis and the present contract.
- 2 The contractor shall follow Phare/Tacis written and visual identity standards which apply to design for publications, stationery and all other communications, promotional and branded materials.  
  
These identity standards are specified in two respective identity booklets 'Phare/Tacis identity standards – Written identity' and 'Phare/Tacis identity standards for working contractors – How to promote your Phare/Tacis project'. These booklets form an integral part of the present contract and are provided in Annex F of this contract.  
  
In special cases or where further clarification is required, the contractor shall seek from the contracting party's competent Information Office instructions on how to implement the Phare/Tacis identity standards.  
  
The Phare/Tacis identity standards may only be used in connection with the performance of the contract.
- 3 The contractor shall forward to the contracting party's competent Information Office copy of all communications materials disclosed to third parties.



# Tacis stationery

## Contractors managing framework programmes

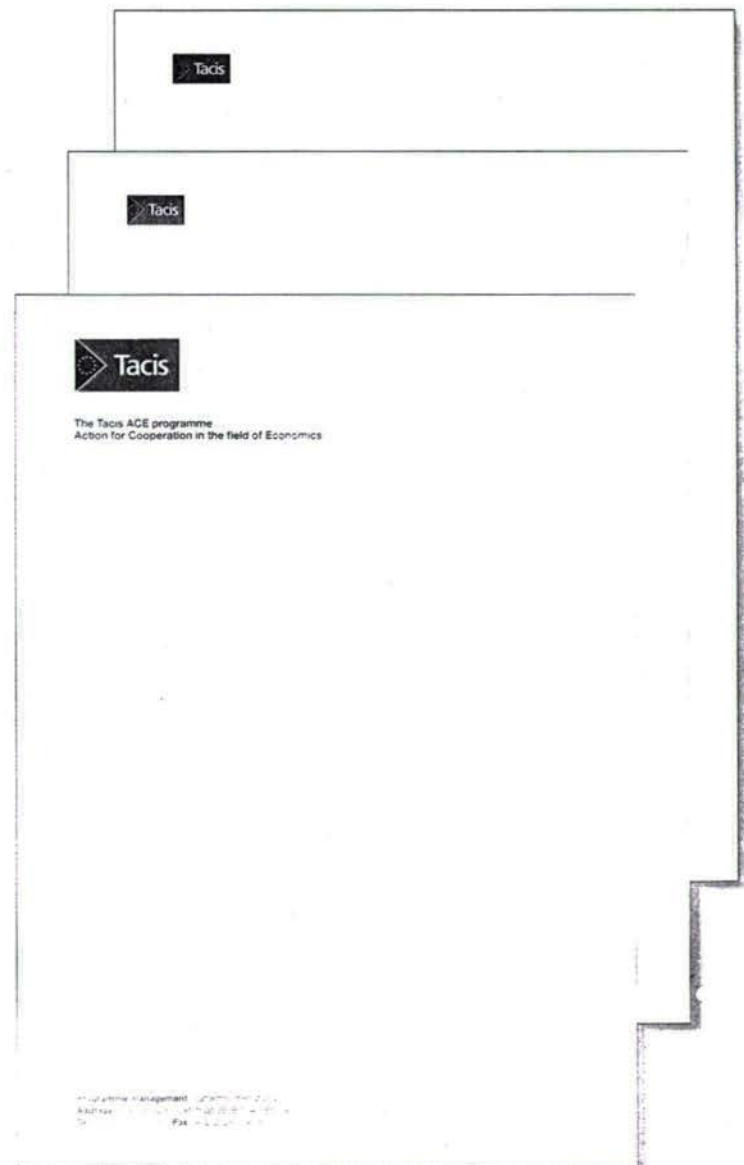
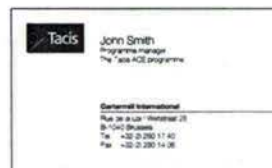
### Stationery

These are programmes whose management is contracted out by the European Commission. Examples are the Tacis ACE programme, the Tacis Partnership and Coordination programme, and the Phare and Tacis Democracy programme. Framework programme contractors are not allowed to use the European emblem on stationery.

### Tender documents

Tender documents issued by framework programme contractors should always be printed on their Tacis letter-head paper. The cover page of terms of reference and contracts should be printed on the regular Tacis letter-head paper used by the framework programme, and additional pages on Tacis branded continuation paper.

Examples of Tacis branded letterhead and continuation paper are shown on the following pages.



## Tacis Technical Offices

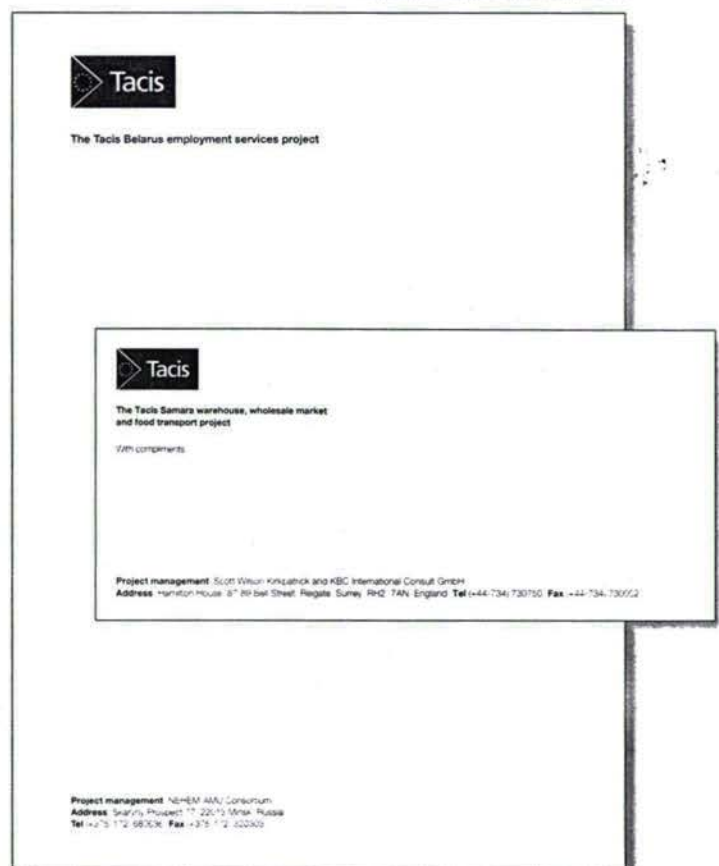
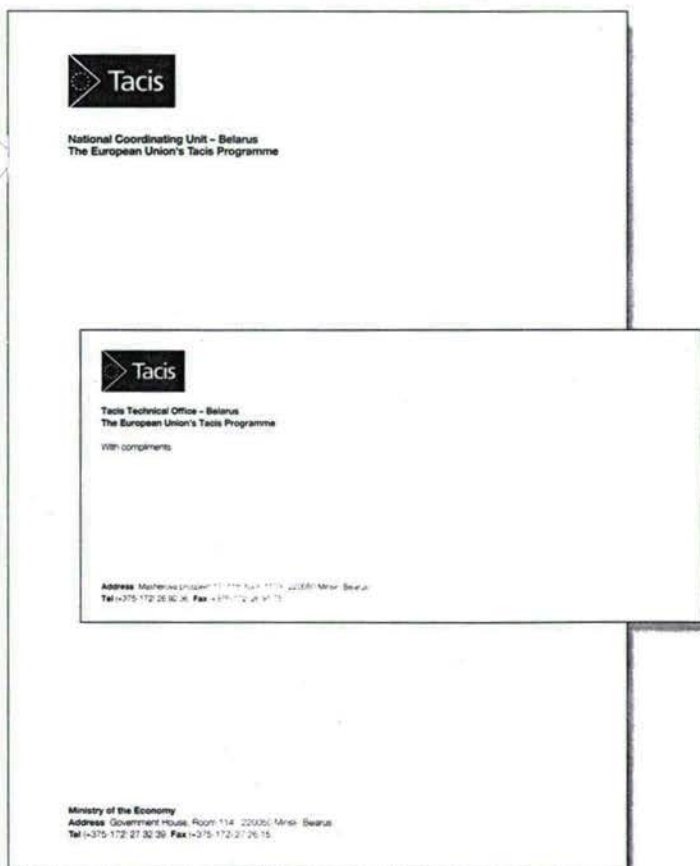
Tacis Technical Offices are required to use the full Tacis identity in all of their communications. They are not allowed to use the European emblem.

## Coordinating Units

Coordinating Units can use either the full Tacis identity, or brand their ministry stationery with the Tacis logo and explanatory sentence. Once it has been decided which option is most appropriate by the CU, the chosen stationery option should be used for all CU correspondence, whether used by civil servants or by western experts providing technical support to the CU. They are not allowed to use the European emblem.

## Contractors managing Tacis projects

All contractors are required to follow the identity guidelines, including those for stationery, in the process of implementing Tacis funded projects. They are not allowed to use the European emblem.



# Tacis publications from the European Commission

The European Commission, the Tacis Information Office and Delegations produce a range of copyrighted publications.

All Tacis publications are an integral part of the Tacis identity. They are Tacis' most used communications medium and the most effective means of informing, training, recognising and updating the many key target audiences of the Tacis Programme. The look, tone and image of Tacis publications must always be consistent if the reputation of Tacis is to be enhanced.

All publications must use the basic visual elements of the Tacis identity.

## For the front and back cover

- the Tacis logo on the front
- the single line across the centre of the page in the Tacis colour
- the specified typeface
- the position and size of the titles
- the European emblem and address on the back

## For all pages

- the Tacis typeface
- the specified layout and grid system for each type of publication
- formats for charts, graphs and maps
- the Tacis colours for countries and sectors (if in colour)
- the Tacis symbols for the sectors

The correct use of all these elements helps to make up the distinct Tacis identity.

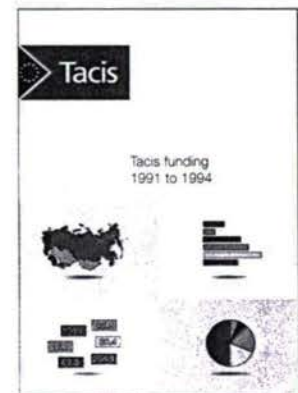
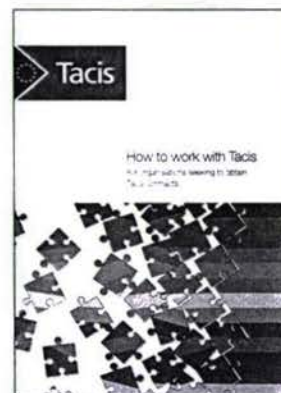
There are special guidelines for each of the five families of publications produced by the European Commission – promotional, users' information, internal and external reports (including programming information) and newsletters.

These guidelines are contained in the technical manual.

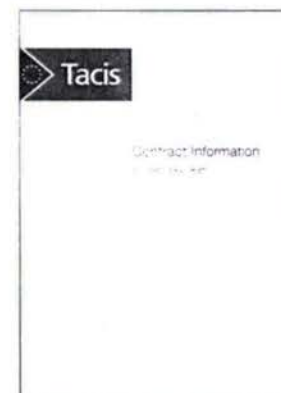
## Promotional



## Users' information



## External report



Front cover

Back cover

## News

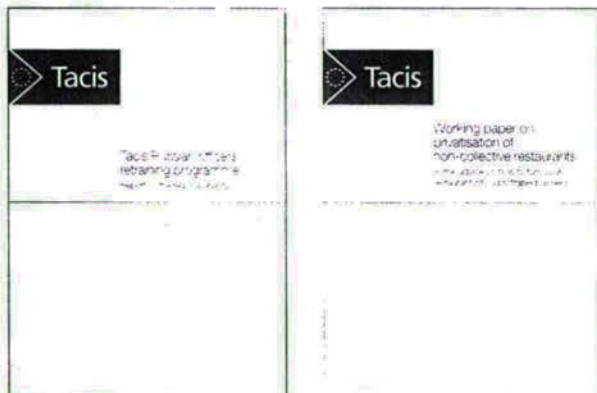


Front cover

Back cover

# Contractors' reports and studies

## Contractors' reports



Tacis commissions many different types of reports and studies as part of its activities, for internal and external distribution. All must incorporate the main elements of the Tacis identity.

These reports in their most basic form may be produced on an office computer, printed in report form, or produced as a book.

These may include

- contractors' administrative reports to the European Commission
- working papers and published studies
- books

The Tacis identity standards provide guidelines for these different needs.

Contractors are not entitled to use the European emblem on reports and studies. The back cover therefore carries the name of the contractor and his address.

## Contractors' studies



Front cover

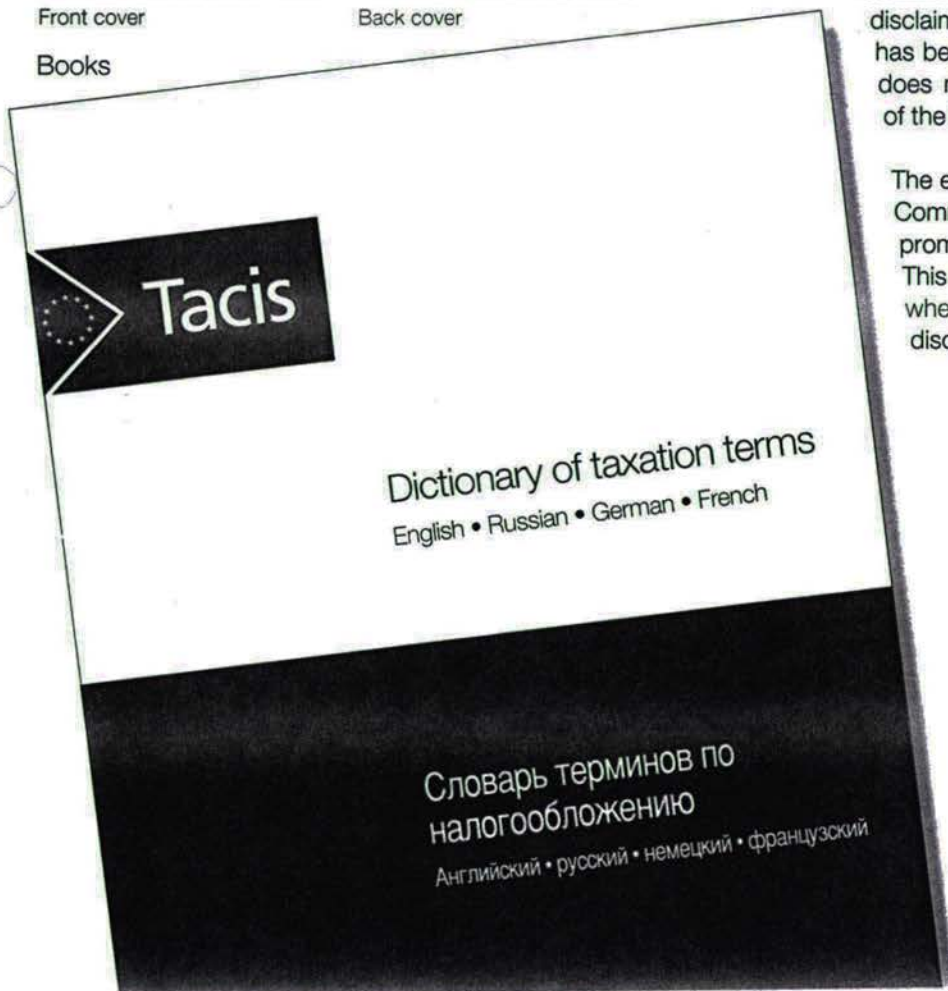
Back cover

### Copyright and disclaimer

All reports, studies and newsletters produced by contractors carry the copyright of the European Commission and are required to carry a disclaimer which states that the document has been prepared by the contractor and does not reflect the policies or opinions of the European Commission.

The exact text required by the European Commission is given in the 'How to promote your Tacis project' booklet. This booklet also explains when and where to use the copyright and disclaimer.

## Books



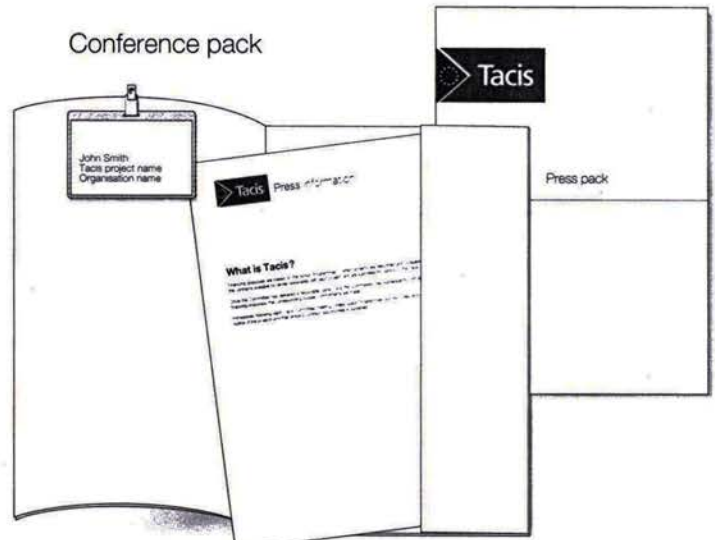
# Conference materials

For lectures, presentations, conferences and seminars, it is important that the Tacis identity is applied to all presentation materials. As a minimum, all materials should incorporate the Tacis logo and all text should be in the Tacis specified typeface.

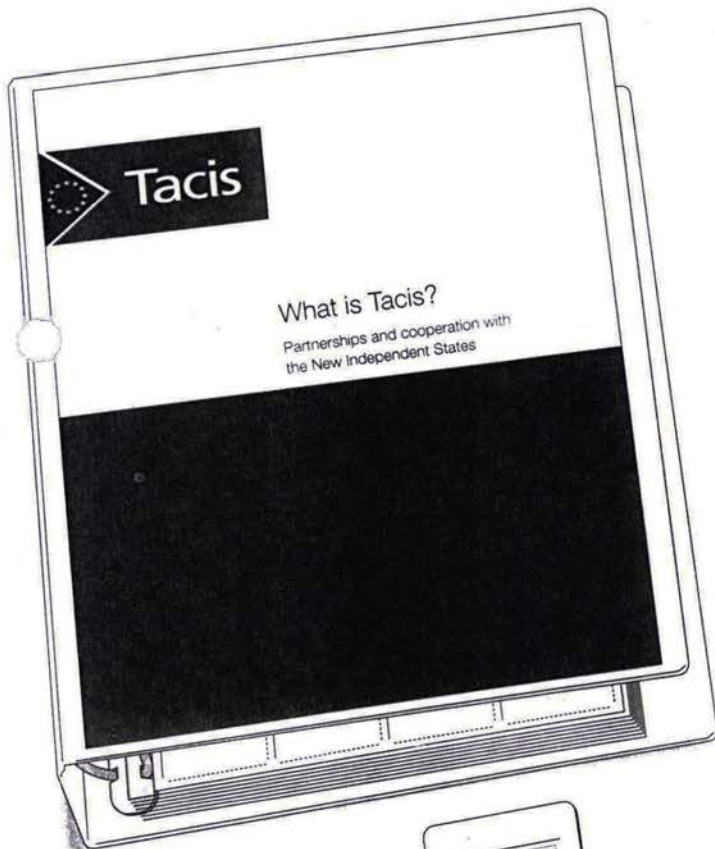
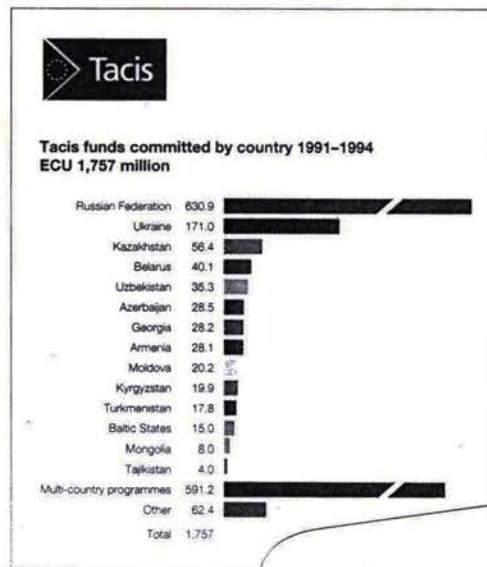
Basic presentation kits are being prepared by the Tacis Information Office for use by Commission staff covering subjects such as 'What is Tacis?'. For contractors, guidelines are available on how to apply the Tacis identity standards to the materials they may produce.

Other opportunities should be taken to promote Tacis at conferences, seminars and workshops. These include

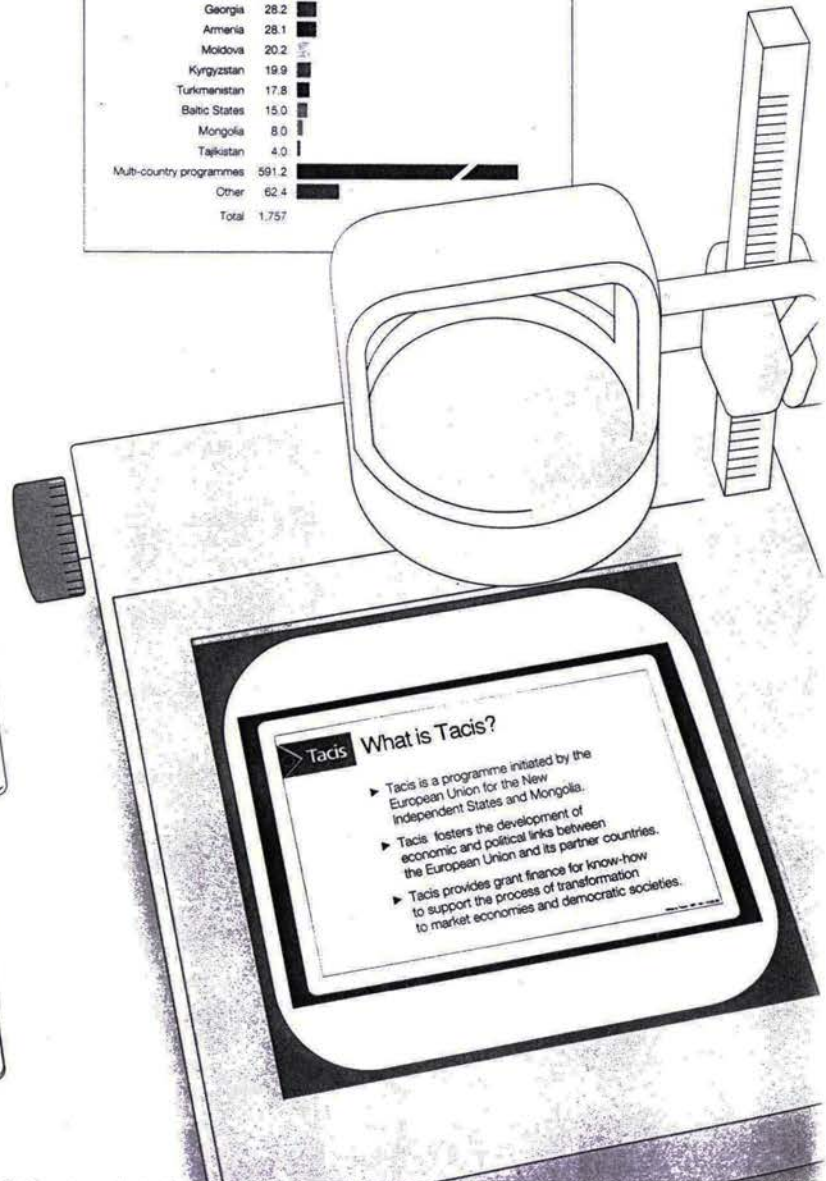
- distribution of Tacis publications
- Tacis branded conference folders
- agendas and working papers on Tacis branded paper
- Tacis branded name badges



Exhibition panel



Presentation materials



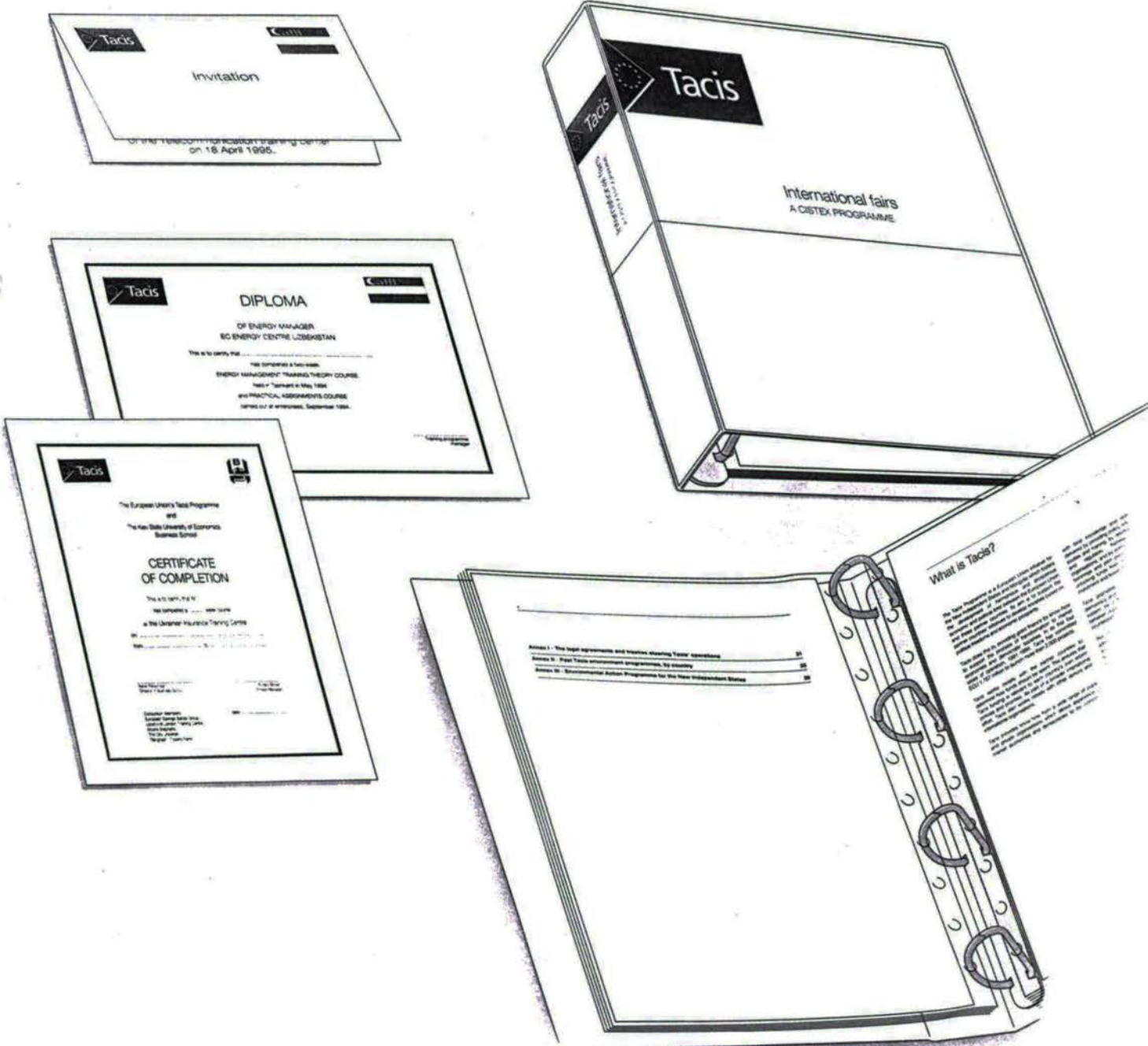


# Training documentation

Tacis staff and many contractors design and implement training programmes.

When organising a training programme, the Tacis identity standards should be applied to brand all documentation, such as

- invitations
- registration forms
- promotional leaflets
- presentation slides and overheads
- certificates and diplomas.

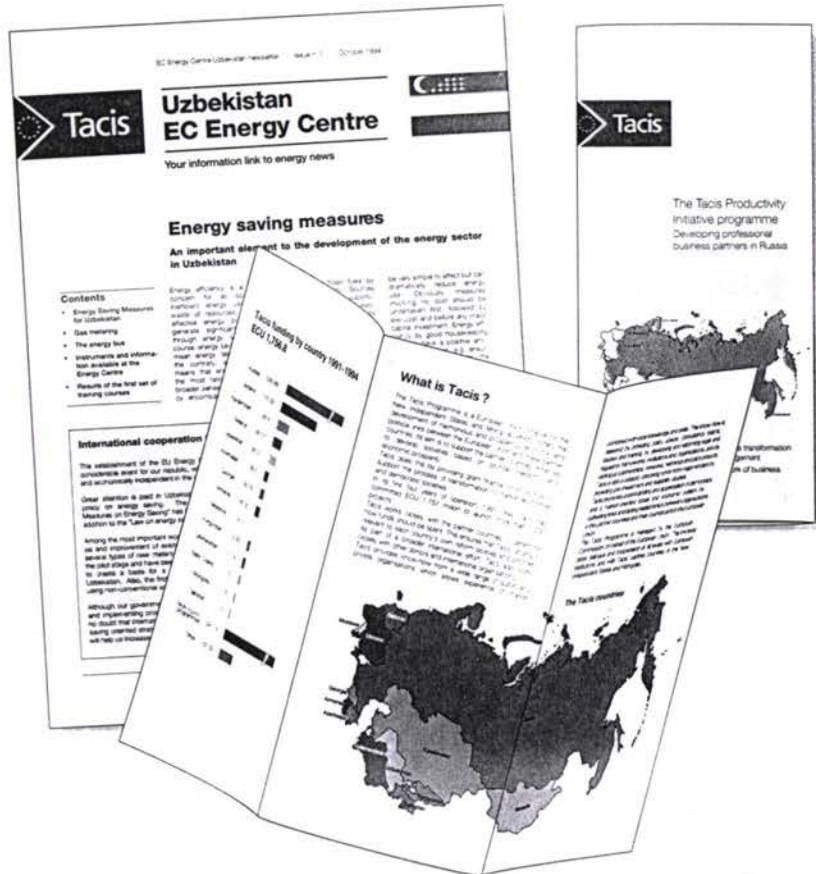


# Contractors' newsletters and other publications

Contractors working on Tacis projects produce a whole range of publications, from newsletters to simple leaflets or flyers.

These publications should follow the basic visual identity guidelines showing that they belong to the Tacis family.

A selection of newsletters and leaflets produced by contractors is shown here.



# Specialist branding situations

## Signage

Permanent commemorative plaques positioned on the entrances of buildings are an effective way of acknowledging Tacis' involvement in the creation or restructuring of an institution, enterprise or training centre.

Other types of signage include door plaques and direction signs.



Commemorative plaque

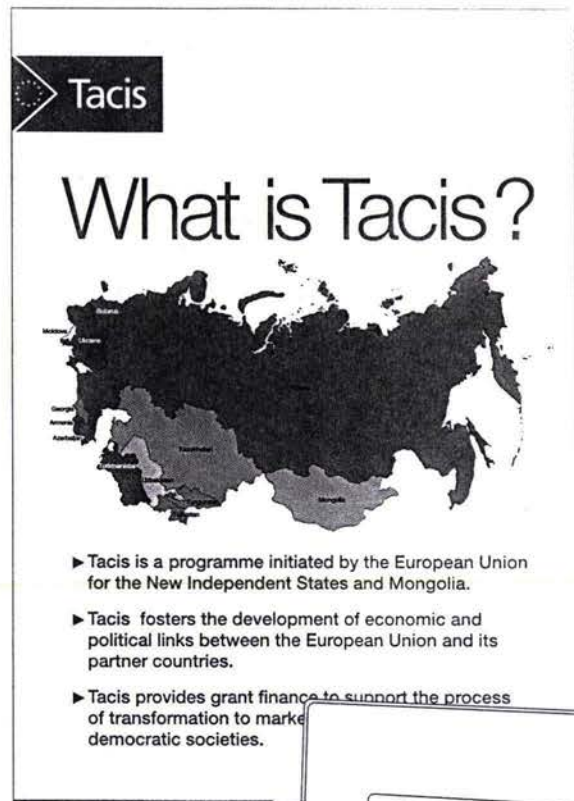
## Branded items

Tacis branding should be used to acknowledge Tacis funding of equipment such as computers, diskettes, vehicles, transportation boxes, door signs, videos and promotional items such as posters, stickers, stamps, rulers, key rings and pens.

This section applies more particularly to contractors managing Tacis supply contracts, who are required to brand properly the supplies, on both the packaging and the goods themselves. Supply contracts relate mainly to the nuclear safety, agriculture, transport and energy sectors.

The Tacis Information Office provides limited quantities of promotional items for use by the staff of the European Commission and its Delegations.

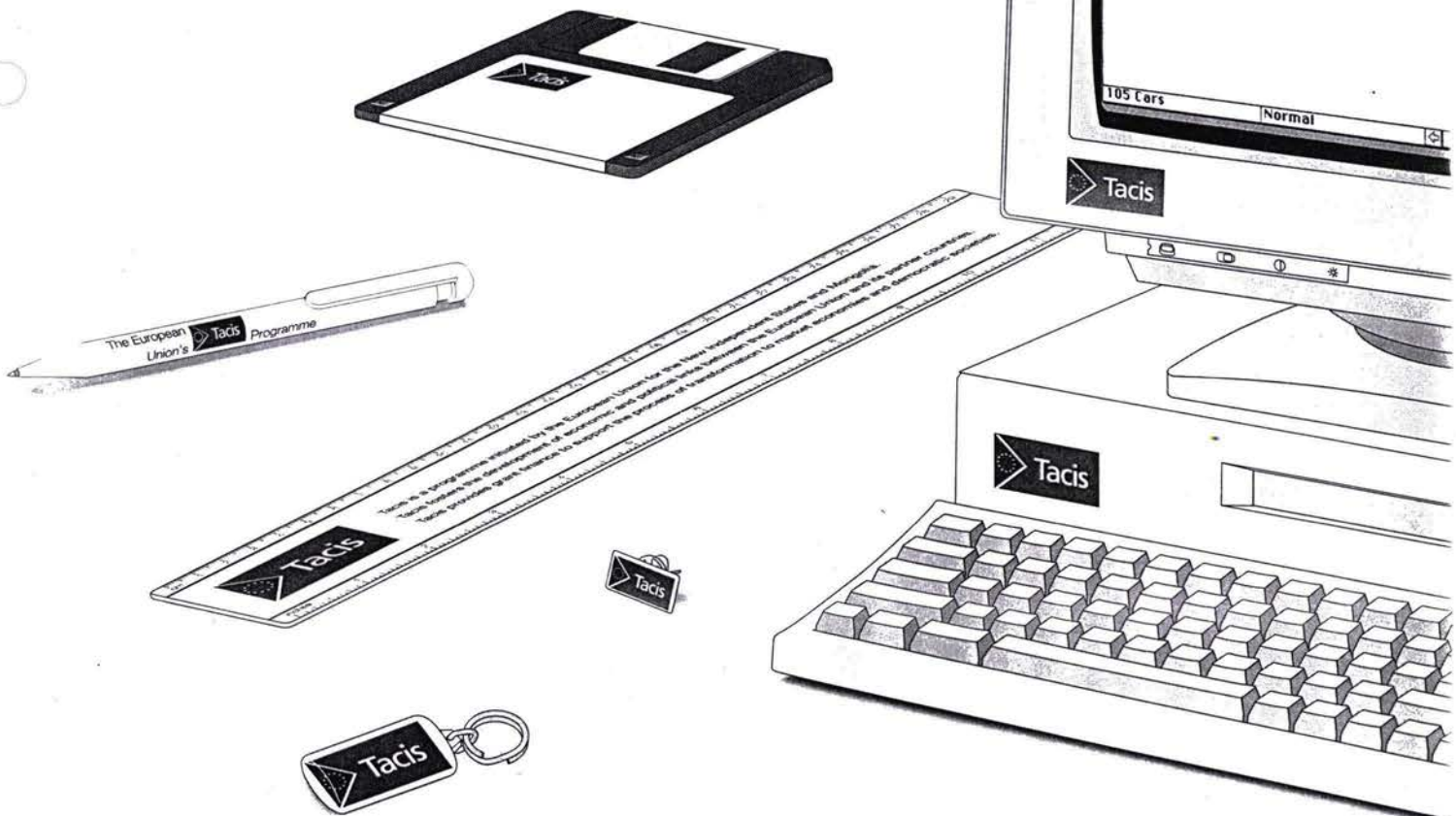
The Tacis Information Office can supply details of where to purchase or produce such items. Please note that there is a delivery time of between one and two months from most suppliers.



**Tacis**

# What is Tacis?

- ▶ Tacis is a programme initiated by the European Union for the New Independent States and Mongolia.
- ▶ Tacis fosters the development of economic and political links between the European Union and its partner countries.
- ▶ Tacis provides grant finance to support the process of transformation to market democratic societies.



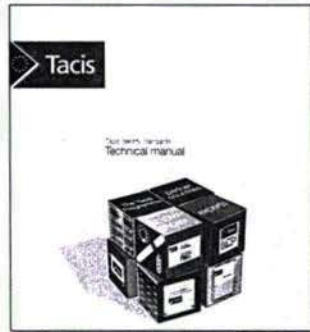
# Further information

To meet the needs of the different groups involved in the Tacis Programme, a technical manual and a series of identity booklets have been produced.

## Tacis identity standards – Technical manual

This manual is a reference document which covers all technical aspects concerning the implementation of the Tacis identity. It is produced primarily for the information and communications professionals who are responsible for managing and controlling the application of the identity.

The technical manual is held by the Tacis Information Office in Brussels, the Delegations of the European Commission in the New Independent States and Mongolia, Coordinating Units, Tacis Technical Offices and the information officers of framework programmes.

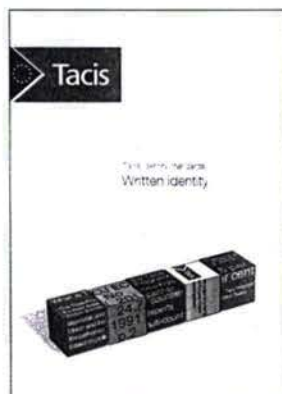


## Tacis identity standards – Written identity

This booklet contains the information required by those who write about or present Tacis. Its aim is to give guidance on how to ensure that Tacis is always described accurately and consistently in internal and external publications, reports and communications materials.

It includes Tacis key messages, the correct use of words and names, supporting information, style guidelines for Tacis publications and Tacis terminology.

The 'Written identity' booklet is intended for those working for or writing about Tacis, such as European Commission staff, task managers, Coordinating Units, Tacis Technical Offices and working contractors.



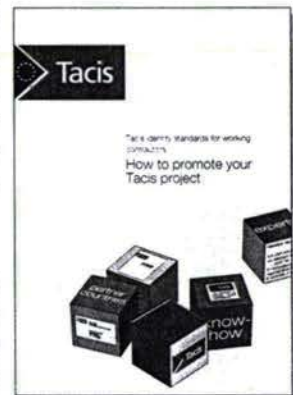
## Tacis identity standards for working contractors – How to promote your Tacis project

The 'How to promote your Tacis project' booklet is intended for working contractors who are required to apply the Tacis identity to all their communications.

It comprises the basic visual elements. It covers the rules for use of the Tacis logo, typeface specifications, sectors and country colours.

It contains the authorised artwork for reproduction of the Tacis logo, the relevant Tacis colour swatches for that logo and the colour specifications for the country and sector colours.

It also gives guidelines on how to apply the visual and written identity to a full range of items frequently produced by working contractors, such as stationery, reports and studies, newsletters, conference and training materials, leaflets, displays and branded items.



**The illustrations in this booklet are not intended to be used in the production of communications materials.**

## Note to contractors

Organisations participating in a tendering process – seeking contractors – will receive a copy of 'Getting it right' together with the terms of reference.

Organisations which have been awarded Tacis contracts – working contractors – will receive the 'Written identity' and 'How to promote your Tacis project' booklets.

If you have not received the appropriate booklets, please contact the Tacis Information Office in Brussels or the Delegation of the European Commission in the Tacis partner country where you operate.