



TRACECA: International Road  
Transport Transit Facilitation

## **Tender Dossier**

Tender No: SCR-E/11160/C/S/WW1

Tender No: SCR-E/11160/C/S/WW2

June 2000

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Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **TENDER DOSSIER**

### **INVITATION TO TENDER**

#### **SUPPLY AND SERVICE OF TRAINING CENTRE AND SUPPLY OF ADR TRAINING EQUIPMENT**

Scott Wilson as The Contracting Authority invites tenders for the Supply and service of a standard set of training centre and ADR training equipment to be let in up to 22 lots in the 11 country TRACECA region comprising:

- Furniture and computer equipment for 11 training centres
- Training materials for training in the transport of dangerous goods by road (ADR)

1. The following documents are issued to enable you to tender:

***Instructions to Tenderers for Supply Contracts***

***Special Tender Conditions for Supply Contracts***

***Technical Specifications (Annex A)***

***Schedule of Prices (Annex B)***

***General Regulations for Tenders and the Award of Supply Contracts (Annex C)***

2. These documents constitute the complete tender dossier. Contract Form (Annex D) and General Conditions for Supply Contracts financed from TACIS Funds (Annex E) are attached for information only.

The invitation to tender is issued by Scott Wilson on behalf of the Governments of the TACIS Programme, in the framework of financial and technical assistance provided by the European Community under the TACIS programme, subject to funds being made available by the Commission of the European Communities for the TACIS Project TNREG 9802 for the purposes of this Contract.

For the Contracting Authority  
Adrian Tite  
Project Director

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

### **NOTICE OF INVITATION TO TENDER**

Supply and service of Training Centre Equipment and Supply of ADR Training Equipment in the 11 country TRACECA region

TENDER NOS. SCR-E/111160/C/S/WW 1 Supply and service of Training Centre Equipment

AND SCR-E/111160/C/S/WW 2 Supply of ADR Training Equipment  
ISSUED BY

Scott Wilson for the European Communities  
ON BEHALF OF

the Ministries of Transport of Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Mongolia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

Notice is hereby given of invitation to tender Nos.

SCR-E/111160/C/S/WW 1  
and SCR-E/111160/C/S/WW 2

for the supply of the following goods in lots:-

LOT 1	Training Centre Equipment	Armenia
LOT 2	Training Centre Equipment	Azerbaijan
LOT 3	Training Centre Equipment	Georgia
LOT 4	Training Centre Equipment	Kazakhstan
LOT 5	Training Centre Equipment	Kyrgyzstan
LOT 6	Training Centre Equipment	Moldova
LOT 7	Training Centre Equipment	Mongolia
LOT 8	Training Centre Equipment	Tadjikistan
LOT 9	Training Centre Equipment	Turkmenistan
LOT 10	Training Centre Equipment	Ukraine
LOT 11	Training Centre Equipment	Uzbekistan
LOT 12	ADR Training Equipment	Armenia
LOT 13	ADR Training Equipment	Azerbaijan
LOT 14	ADR Training Equipment	Georgia
LOT 15	ADR Training Equipment	Kazakhstan
LOT 16	ADR Training Equipment	Kyrgyzstan
LOT 17	ADR Training Equipment	Moldova
LOT 18	ADR Training Equipment	Mongolia
LOT 19	ADR Training Equipment	Tadjikistan
LOT 20	ADR Training Equipment	Turkmenistan
LOT 21	ADR Training Equipment	Ukraine
LOT 22	ADR Training Equipment	Uzbekistan

In the context of the Financing Memorandum concluded between the European Commission and the Governments of Armenia, Azerbaijan,



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

Georgia, Kazakhstan, Kyrgyzstan, Moldova, Mongolia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan under the Tacis Programme, offers are invited for the supply of the goods mentioned above.

Participation is open on equal terms to all natural and legal persons of the Member States of the European Union and the partner countries of the Tacis and Phare Programmes.

The full Tender Dossier can be obtained at the following addresses:

**1. Procurement Agent:**

Scott Wilson  
Scott House  
Basing View  
Basingstoke  
Hampshire RG21 4JG  
UK

from the Project Co-ordinator Mrs Debra Power.  
E-mail: TRACECA@swkeurope.com

**2. EC Representation Offices in Member Countries:**

Austria: 1010 Wien  
Kärtner Ring 5/7  
tel: +43-1-51618327  
fax: +43-1-5134225

Belgium: 1000 Bruxelles  
rue Archimede 73  
tel: +32-2-295 38 44  
fax: +32- 2-295 01 66

Germany: Bertha-von-Suttner-Platz 2-4  
53111-Bonn  
tel: +49-228-53009  
fax: +49-228-5300912

Denmark: 1787 København V  
Dansk Industri  
Projekt- og Licitationskontoret afd. EMI  
tel: +45-33-773377  
fax: +45-33-773300

Spain : 28046 Madrid  
Pº Castellana, 46  
tel:+349-1-4315761  
fax: +349-1-5772923

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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Greece:	10674 Athens Vassilissis Sofias, 2 tel: +30-1-7243982 fax: +30-1-7244620
France:	75007 Paris 288 Boulevard St Germain tel: +33-1-40633838 fax: +33-1-45569417
Finland:	00101 Helsinki P.O. Box 1250 tel: +358-0-656420 fax: +358-0-656728
Italy:	00187 Roma Via Poli, 29 tel: +39-6-699991 fax: +39-6-6791658
Ireland:	Dublin 2 Molesworth Street, 39 tel: +353-1-6625113 fax: +353-1-6625118
Luxembourg:	2920 Luxemburg Ch. de Commerce 7 Rue A. de Gasperi, BP 1503 tel: +352-43011 fax: +352-43014433
Netherlands:	2594 AH Den Haag E.V.D. Bezuidenhoutseweg 181 tel: +31-70-3797501 fax: +31-70-3797878
Portugal:	1200 Lisboa Centro Europeu Jean Monnet Largo Jean Monnet 1 – 3th floor tel: +351-1-541144 fax: +351-1-3509801

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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Sweden: 10390 Stockholm  
P.O. BOX 7323  
tel: +46-8-56244411  
fax: +46-8-56244412

UK: London SW1P 3AT  
8 Storey's Gate  
tel: +44-20-79731992  
fax: +44-20-79731900

### 3. EC Tacis Co-ordination Units in Beneficiary Countries:

Armenia: Ministry of Finance  
Ploshad Respubliki, 1  
Governmental building  
375010 Yerevan  
Armenia

Azerbaijan: Ministry of Economy  
Government House  
Floor 8 Room 851  
370016 Baku  
Azerbaijan

Georgia: State Committee for Science and Technology  
12 Chanturia Street  
380004 Tbilisi  
Georgia

Kyrgyzstan: Agency of Foreign Investment  
Ul. Abdymomunova 205  
Room 20  
720000 Bishkek  
Kyrgyzstan

Kazakhstan: Agency on Strategic Planning and Reform  
Ulitsa Zheltoksan (ex Mira) 115  
Room 109  
480091 Almaty  
Kazakhstan

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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Moldova: Planet  
c/o Ministry of Economy, Government House  
Piata Marii Adunarii Nationale 1  
2033 Chisinau  
Moldova

Mongolia: FAW  
Government Building N° 2  
Negdsen Undestnii Street, Room 408  
46 Ulaanbaatar  
Mongolia

Tadjikistan: Cabinet of Ministers  
Prospekt Rudaki 44-46  
2nd Floor Office 103  
734025 Dushanbe  
Tadjikistan

Turkmenistan: Cabinet of Ministers  
Kemine Street 92  
744005 Ashgabat  
Turkmenistan

Ukraine: Planet  
Cabinet of Ministers  
14 Mikhailivska St.  
252001 Kiev  
Ukraine

Uzbekistan: Austroplan  
4 Tarasa Chevchenko Str.  
700029 Tashkent  
Uzbekistan

The deadline for the submission of tender offers is 31/07/00 at the address specified in the Tender Dossier.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## REQUEST FOR PUBLICATION OF NOTICE OF INVITATION TO TENDER

Note for the attention of Mr John Bradley, General Secretariat of the Commission

**Subject:** Publication in the Official Journal of a notice of invitation to tender.

Please find, enclosed herewith, a notice of invitation to tender for publication in the Official Journal of the EU.

Legal basis: Council Regulation (EURATOM, EEC) No. 2053/93 of 19 July 1993.

Requested date of publication: 09/06/00

Debra Power  
Project Co-ordinator



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## INSTRUCTIONS TO TENDERERS

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## INSTRUCTIONS TO TENDERERS

By submitting his tender, the Tenderer accepts in full all the special and general conditions of this tender dossier as the sole basis of this tender procedure, waiving his own conditions of sale.

Tenderers are expected to carefully examine and respect all instructions, forms, terms and specifications contained in this tender dossier. Failure to furnish on time all the required information and documentation or the submission of bids not substantially responsive in every respect to the tender dossier is at their risk and may result in the rejection of the bid.

### A. PARTICIPATION AND ORIGIN

Participation is open on equal terms to all natural and legal persons of the Member States of the European Community or of the partner countries of the Takis and Phare programs and the goods must originate in these countries. (Annex)

### B. CONDITIONS FOR THE SUBMISSION OF TENDERS

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

- Tenders must be submitted, in one original and 2 copies, marked as such to:  
**The Procurement Agent, TRACECA Projects, Scott Wilson, Scott House, Basing View, Basingstoke, Hampshire RG21 4JG, UK** and have been received at the above address at the latest on **31/07/00** at **noon** local time.
- Tenders may be mailed by registered letter with advice of receipt or hand delivered against receipt signed by Mrs Power or her representative.
- All tender proposals and documents must be submitted in a sealed envelope bearing only:
  - the address designated for submission of tenders
  - name and address of the Tenderer;
  - the following reference on the envelope: "Invitation to Tender No. [insert as applicable either SCR-E/111160/C/S/WW 1 for Supply & Service of Training Centre Equipment or SCR-E/111160/C/S/WW 2 for Supply of ADR Training Equipment] , Lot(s) No .....[insert as applicable]"
  - the indication: "Not to be opened before the Tender Opening Session"
  - the tender shall be drawn up in English

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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### Content of tenders:

The tender submitted by the Tenderer shall fully comply with the requirements stated in the tender dossier and comprise

- A technical proposal consisting of:
  - a letter accompanying the Tender signed by the authorised representative of the Tenderer
  - the detailed description of the supplies tendered in conformity with the requested technical requirements, including instruction manuals and documentation as appropriate;
  - a list of manufacturer's recommended spare parts
  - a proposal for after-sales services
  - a training proposal
  - the bank account to which payments may be made
  - a statement by the Tenderer certifying his eligibility and a document attesting his nationality
  - a statement by the Tenderer attesting the origin of the supplies tendered
  - a statement of compliance with the commercial warranty required
- A commercial proposal for:
  - the supplies tendered
  - the spare parts
  - the after-sales services of the required electronic equipment items for a period of up to 12 months from installation and commissioning
  - delivery and installation schedule
  - the draft contract initialled by the Tenderer

Tenderers are advised to follow the instructions for presentation of the price proposal closely.

### Form of submission (the double envelope system)

The Tender sent to the Contractor must be in a sealed envelope containing

- one original and 2 copies of the Technical Proposal
- one original and 2 copies of the Financial Proposal (inside a separate sealed envelope).
- the envelope containing the technical proposal must be marked: "technical proposal".
- the envelope containing the financial proposal must be marked: "financial proposal".

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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The main sealed envelope must state:

- the address designated for submission of Tenders;
- name of the Tenderer;
- project title and number;
- the indication "Not to be opened before the tendering opening session".

#### Validity and conditions of Tenders

Any Tenderer may tender for one or several lots or all of the lots.

The Tenderer is bound by his offer for a period of 60 days as from the final date for the submission of tenders

The Contracting Authority reserves the right to deal with any Tenderer of its choice for any or more parts of the tender and is not bound either to accept the lowest or any offer or to award any contract.

Tenders will be opened in public session on **01/08/00** at **4pm** local time at **Scott Wilson, Scott House, Basing View, Basingstoke, Hampshire RG21 4JG, UK**

Each Tenderer will be informed of the decision on his bid.

Orders will be placed by Letter of Contract on the basis of the tender selected and this invitation to tender.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## ANNEX

### LIST OF BENEFICIARY COUNTRIES

#### *Tacis*

The list of beneficiary countries comprises all countries to which Council Regulation 2053/93 (JOCE L201 of 29.07.1993) applies at the closing date for the submission of tenders. They are at the date of 1.12.1993 :

Armenia  
Azerbaijan  
Belarus  
Georgia  
Kazakhstan  
Kyrgyzstan  
Moldova  
Mongolia  
Russian federation  
Tadjikistan  
Turkmenistan  
Ukraine  
Uzbekistan

#### *Phare*

The list of beneficiary countries comprises all countries to which Council Regulation 3906/89 (OJEC L375 of 23.12.1989) applies at the closing date for submission of the tenders. They are as at the date of 1.10.1997:

Albania  
Bulgaria  
Czech Republic  
Estonia  
Hungary  
Fyrom  
Latvia  
Lithuania  
Poland  
Romania  
Slovak Republic  
Slovenia

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **SPECIAL TENDER CONDITIONS FOR SUPPLY CONTRACTS**

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## TENDER CONDITIONS

**Project:** Supply and service of:

- Training Centre Equipment

**Supply of:**

- ADR Training Equipment

**in the 11 country TRACECA region**

- |            |  |
|------------|--|
| Lots 1-11  | Supply and service of Training Centre Equipment, in the 11 countries of the TRACECA region |
| Lots 12-22 | Supply of ADR Training Equipment, in the 11 countries of the TRACECA region                |

### ARTICLE 1 SUBJECT

1. Supply and service, in up to 11 Lots, of the following goods:

Training Centre Equipment comprising the indicated quantities of the following items in up to 11 TRACECA countries:

- 1 A3/A4 Photocopier
- 1 Fax
- 1 Video recorder
- 1 Colour TV set
- 1 Portable Overhead Projector
- 1 Overhead projector screen
- 3 drywipe (white) board
- 2 Personal Computers and software
- 2 computer workstations
- 2 office chairs
- 1 colour printer
- 30 seminar room chairs
- seminar room tables for 24 delegates
- 1 seminar presenter's table for 4 presenters
- 1 seminar material storage cupboard
- seminar presentation consumables

- |        |                      |
|--------|----------------------|
| Lot 1: | TRACECA – Armenia    |
| Lot 2: | TRACECA – Azerbaijan |
| Lot 3: | TRACECA – Georgia    |
| Lot 4: | TRACECA – Kazakhstan |

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

- Lot 5: TRACECA – Kyrgyzstan
- Lot 6: TRACECA – Moldova
- Lot 7: TRACECA – Mongolia
- Lot 8: TRACECA – Tajikistan
- Lot 9: TRACECA – Turkmenistan
- Lot 10: TRACECA – Ukraine
- Lot 11: TRACECA – Uzbekistan

2. Supply, in up to 11 Lots, of the following goods:

ADR Training Equipment comprising the indicated quantities of the following items in up to 11 TRACECA countries:

- 1 Hard Hat
- 1 Chemical resistant goggles
- 1 PVC Suit
- 1 Hi-Viz Jacket
- 1 Chemical resistant gloves
- 1 Respirator + 3 filters
- 1 Resuscitation model
- 1 First Aid Kit
- 1 Eye wash bottle
- 1 Vehicle marker plates
- 1 Hazard Diamond
- 1 Transport Emergency Cards (Tremcards) set
- 1 Fire Extinguisher – foam
- 1 Fire Extinguisher – CO<sub>2</sub>
- 1 Fire Extinguisher – water
- 1 Fire Tray
- 6 DGSA books – “European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR)” 1999 Edition (each book comprises 2 UN orange books) in Russian language

- Lot 12: TRACECA – Armenia
- Lot 13: TRACECA – Azerbaijan
- Lot 14: TRACECA – Georgia
- Lot 15: TRACECA – Kazakhstan
- Lot 16: TRACECA – Kyrgyzstan
- Lot 17: TRACECA – Moldova
- Lot 18: TRACECA – Mongolia



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- Lot 19: TRACECA – Tajikistan
- Lot 20: TRACECA – Turkmenistan
- Lot 21: TRACECA – Ukraine
- Lot 22: TRACECA – Uzbekistan

3. The supplies tendered must fully conform to the detailed description set out in the Technical Specifications.
4. Delivery, Installation, Commissioning and Maintenance:
  - The costs should include the Delivery, Installation and Commissioning of all the Hardware and Operating Platform Components for the computer equipment.
  - The equipment should be compliant with local power supplies and ensure devices are protected from power surges and/or unreliable / interrupted power supplies, and capable of operation in the climatic conditions prevalent in the countries of destination.
  - The costs should also include on going on site maintenance and support agreement for a period of one year for both the Hardware and Operating Platform Components for the computer equipment.
5. Variant solutions may be proposed providing the variation meets the minimum technical specifications as described in the technical specifications section of the tender dossier.
6. Offers must be accompanied with descriptive literature, catalogues, brochures or pamphlets for all items offered in Russian and/or English language.
7. This tender includes the supply of
  - 7.1. Manufacturer's recommended spare parts for the equipment in each of the lots No 1-22 for a period of 12 months
  - 7.2. After-sales service including maintenance and repairs for the equipment in each of the lots No 1-22 for a period of 12 months
  - 7.3. Training and instruction in the use of the equipment supplied in each of the lots No 1-22.

## **ARTICLE 2                      VARIATION OF QUANTITIES**

The Contracting Authority reserves the right to purchase, based on the unit-price tendered, less or more units than the quantities of goods indicated under Article 1 above.

## **ARTICLE 3                      PLACE OF DESTINATION/DELIVERY**

1. The supplies must be delivered DDU by air/sea/railway/road transport to:

Lots 1 and 12:        AIRCA Training Centre, Yerevan, Armenia

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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Lots 2 and 13:	Azerautonagliyyat Training Centre, Baku, Azerbaijan
Lots 3 and 14:	Ministry of Transport Training Centre, Tbilisi, Georgia
Lots 4 and 15:	KazATO Training Centre, Almaty, Kazakhstan
Lots 5 and 16:	Kyrgyz AIA Training Centre, Bishkek, Kyrgyzstan
Lots 6 and 17:	AITA Training Centre, Chisinau, Moldova
Lots 7 and 18:	Technical University Training Centre, Ulan Baator, Mongolia
Lots 8 and 19:	ABBAT Training Centre, Dushanbe, Tajikistan
Lots 9 and 20:	Ministry of Motor Transport Training Centre, Ashgabat, Turkmenistan
Lots 10 and 21:	AsMAP Training Centre, Kiev, Ukraine
Lots 11 and 22:	AIRCUZ Training Centre, Tashkent, Uzbekistan

and installed, ready for acceptance there.

2. The supplies must be delivered between August 2000 and February 2001 at the discretion of the Procurement Agent.
3. All risks insurance to the delivery point(s) in amount equal to 110% of DDU-value in EURO. Insurance to be made in the name of the Contracting Authority.
4. Packing must be as per accepted international standards for air/surface transportation taking into account the climatic conditions prevailing in the country of delivery at the time of delivery. Where applicable, packaging must be in accordance with the International Maritime Dangerous Goods Code (IMDG). For airfreight despatches the current International Air Transport Association's Dangerous Goods Regulations must be complied with.
5. All equipment must be bench tested before despatch and accompanied by a certificate confirming such testing and a Manufacturer's ISO 9001 certificate for all items. The Tender must confirm the inspection requirements will be met.

#### ARTICLE 4 ACCEPTANCE

1. Delivery, installation and commissioning shall be subject to acceptance by
  - a) The Procurement Agent, Scott Wilson, Scott House, Basing View, Basingstoke, Hampshire, RG21 4JG, UK and the Training Centre Manager of the beneficiary country, or their duly authorised representatives.
2. Acceptance shall take place within 30 days after the tendered supplies are delivered/installed and fully operational.
3. Final acceptance shall take place upon expiration of the warranty period, and shall be pronounced upon the condition that the goods supplied are found in full working order and are compliant with the tender specifications.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **ARTICLE 5                      WARRANTY/AFTER-SALES SERVICES**

1. The Tenderer shall provide a warranty for quality and performance of the goods supplied as defined in Article 14 of the General Conditions for Supply Contracts for a period of 12 months as from the date of acceptance.
2. The Tenderer shall provide or secure the provision of reliable and regular after-sales and maintenance service thereafter at the place(s) of destination guaranteeing the upkeep and repair of the goods supplied and the rapid replenishment of spare parts.

The Tenderer shall state in detail how he proposes to meet this obligation including the duration for which the service is guaranteed available. Tenderers are also required to include details of the response time for service calls.

This service shall include, in particular, maintenance to the electronic equipment supplied.

3. The successful Tenderer shall agree, as a condition of the supply contract, that the rights to enforce the warranty obligations are transferable from the Contracting Authority to the Ministry of Transport (or equivalent) or Customs Authority (or equivalent) or their nominee, in the country where the goods are installed, and the Tenderer shall further agree to enter into whatever collateral agreements, if any, are necessary to legally effect the transfer of the benefit of the warranty.

## **ARTICLE 6                      SPARE PARTS**

The Tenderer shall offer manufacturer's recommended spare parts for the electronic equipment, including those that require replacing more frequently (e.g. fast moving, exposed to heavy duty use) in quantities needed for 12 month of normal operation. The Tenderer shall submit a list of these spare parts drawn up in the light of his professional experience and taking account of the places of use. The spare parts shall be supplied with the goods purchased.

## **ARTICLE 7                      ACCESSORIES**

The Tenderer shall offer manufacturer's recommended accessories for the equipment supplied. The Tenderer shall submit a list of these accessories drawn up in the light of his professional experience and taking account of the places of use. The accessories shall be supplied with the goods purchased.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **ARTICLE 8            TRAINING**

[Not used]

## **ARTICLE 9            PRICES**

1. Prices must be expressed in Euros. Tenders in any other currency shall be rejected.
2. Prices must be quoted separately for:
  - 2.1. the goods to be supplied: as unit and overall prices including the full cost of delivery of the goods to the place(s) of destination including packing, insurance, transportation etc, unpacking, installation and putting into operation ready for acceptance at the place(s) of putting into operation.
  - 2.2. spare parts and accessories priced individually item by item
  - 2.3. after-sales service priced as a lump sum
  - 2.4. training priced as a lump sum
3. All prices quoted are firm and not subject to revision.
4. Prices must be quoted excluding all duties and taxes levied by the beneficiary country on the import of supplies, or other such as on their manufacture, stamp and registration duties.

## **ARTICLE 10           PAYMENTS**

1. The Procurement Agent shall make payments direct to the successful Tenderer as follows:
  - (i) According to the provisions of Articles 16, 17, 18 and 19 of the General Conditions for Supply Contracts Financed from Takis Funds
2. Payments shall be made in Euros
3. Payments shall be authorised by the Procurement Agent, Scott Wilson, Scott House, Basing View, Basingstoke, Hampshire, RG21 4JG, UK
4. Payments shall be made within 60 days as from receipt by the relevant authority of the supplier's request and the required documentation in full.
5. All documents shall be properly completed in accordance with the conditions of contract.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## TECHNICAL SPECIFICATIONS

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## INTRODUCTION

The Technical Specifications describe the minimum requirements for the equipment to be supplied and shall be read in conjunction with the other documents forming the Contract. Any ambiguity between the documents forming the Contract shall be referred to the Procurement Agent for clarification in accordance with the provisions of the Contract.

## DESCRIPTION

### 1. Training Centre Equipment

- 1/1: 1 Photocopier
  - A3 maximum size copy
  - black & white
  - 15 copies per minute
  - 250 sheet on-line paper tray
  - 50 sheet automatic document feeder
  - 20 copy capacity document sorter
  - zoom reduction / enlargement facility
  - toner cartridge
  - to be supplied with all required connecting cables
- 1/2: 1 Fax
  - A4 plain paper
  - inkjet technology
  - 20 page document feeder capacity
  - 5 pages per minute printing capacity
  - black and white
  - weight >10 kg
  - toner cartridge
  - to be supplied with all required connecting cables
- 1/3: 1 Colour TV set
  - 24" colour television
  - remote control
  - wheeled television and video stand
  - television to match video
  - to be supplied with all required connecting cables
- 1/4: 1 Video recorder
  - to be compatible with TV set offered
  - VHS format
  - remote control
  - to fit television and video stand
  - to be supplied with all required connecting cables

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- 1/5: 1 Portable Overhead Projector
  - 250W model
  - lifting handle
  - twin lamps
  - collapsible overhead arm
  - matching carrying case
  - to be supplied with all required connecting cables
- 1/6: 1 Overhead projector screen
  - star base with lockable casters
  - height adjustable stem
  - screen size approx. 1465mm<sup>2</sup>
- 1/7: 3 drywipe (white) boards
  - size approx. 1200x900 mm
- 1/8: 2 Desktop PC and software with:
  - Intel Pentium III or equivalent 500MHz processor
  - 64Mb RAM
  - 8.0Gb Hard disk
  - 600VA U.P.S. (Power Input - Country dependant)
  - 48x speed CD ROM
  - 8Mb AGP Graphics card
  - Integrated 16 bit Audio
  - 17" SVGA monitor
  - laserjet printer cable
  - Drivers for all hardware above
  - Windows based software to include word processing, spreadsheet and database packages, Russian language compliant
  - Russian and English language keyboard
  - to be supplied with all required connecting cables
- 1/9: 1 colour printer
  - laserjet technology
  - parallel port interfaces
  - 3 pages per minute colour printing speed
  - A4
  - 100 sheet feeder
  - colour cartridges
  - to be supplied with all required connecting cables
- 1/10: 30 seminar room chairs
  - padded seat and back
  - arm rests
  - commercial contract quality fabric with low flammability hazard

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- to match tables
  - stackable
- 1/11: seminar room tables for 24 delegates
- beech melamine top
  - 12 units each of approx. size 1200x450x720 mm
  - stackable
  - to match seminar presenter's table
- 1/12: 1 seminar presenter's table for 4 presenters
- beech melamine top
  - approx. size 1400x800x720 mm
  - desk-style with 2 lockable draws
  - to match seminar room tables
- 1/13: 2 computer workstations
- beech melamine top to match training tables
  - retractable drawer to support computer keyboard
  - approx. size 800x600x900 mm
  - adjustable height frame
  - wheeled caster T-base
  - integral shelves for computer disk drive and monitor
- 1/14: 2 office chairs
- padded seat and back
  - commercial contract quality fabric with low flammability hazard
  - to match tables and seminar room chairs
  - height adjustable seat
  - rake adjustable back
  - arm rests
  - nylon 5 star base with double wheeled casters
- 1/15: 1 seminar presentation consumables storage cupboard
- lockable
  - beech melamine to match tables and chairs
  - double doors with interior shelves
  - approx. size 1000x530x1650 mm
- 1/16: seminar presentation consumables
- 3 x pack of 100 sheets copier film
  - 3 x pack of 50 sheets inkjet / laserjet printer film
  - 3 x pack of 100 sheets OHP write-on film
  - 3 x pack of 6 colour OHP pens
  - 3x pack of 10 A1 plain white paper flip chart
  - 3 x drywipe (white) board erasers



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- 3 x pack of 6 colour drywipe (white) board markers
- 1 x telescopic pointer
- 40 x black ballpoint pens
- 2 replacement overhead projector bulbs to match OHP offered
- 2500 sheets (ream wrapped) A4 plain white paper
- 1 x hole punch – 50 sheet capacity
- 1x stapler – 50 sheet capacity
- 35 x A4 plain white paper pads of 250 sheet capacity
- 3 x pack of 100 sheets plain white A3 paper

The costs should include the Delivery, Installation and Commissioning of all the Hardware and Operating Platform Components for the computer equipment.

The equipment should be compliant with local power supplies and ensure devices are protected from power surges and/or unreliable / interrupted power supplies, and capable of performance in the climatic conditions prevalent in the countries of destination.

The costs should also include on going on site maintenance for a period of one year for both the Hardware and Operating Platform Components for the computer equipment.

## 2. ADR Training Equipment

- 2/1: 1 Hard Hat
- EN 397
  - UV stabilised High Density Polyethylene (HDPE) or ABS shell
  - interior harness comprising low density polyethylene or terylene webbing
  - yellow
- 2/2: 1 Chemical resistant goggles
- EN 166
  - polythene ventilation caps
  - polycarbonate lens
  - large bodied profile
  - flexible PVC body
- 2/3: 1 PVC Suit
- EN 465
  - chemical resistant
  - double-sided PVC-coated nylon
  - high bursting strength seams
  - boiler-suit style with elasticated wrists and ankles, lightweight
  - front zipper designed for use wearing gloves

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- 2/4: 1 Hi-Viz Jacket
- EN 471
  - concealed zip front
  - pocket(s) with velcro flaps
  - stud wrist adjustment
  - waterproof and hooded
  - reflective bands around arms and body
- 2/5: 1 Chemical resistant gloves
- EN 374
  - gauntlet style, smooth finish
  - high resistance to chemicals, oils and greases, crack, peel and perish resistant
- 2/6: 1 Respirator + 3 filters
- EN 140
  - half face mask
  - liquid silicone rubber inner mask
  - elastic head harness
  - 3 matching filters
- 2/7: 1 Resuscitation Training CPR Manikin
- manikin suitable for cardiac massage and respiratory teaching purposes
  - portable with matching case
- 2/8: 1 First Aid Kit
- kit suitable for chemical and construction site hazards
  - metal box with internationally recognisable first aid markings (cross)
  - contents to include:
    - sterile adhesive plasters (60)
    - eye pad with bandages (6)
    - triangular bandages (8)
    - safety pins (12)
    - sterile medium dressing approx. size 12 x 12 cm (12)
    - sterile large dressing approx. size 18 x 18 cm (4)
    - individually wrapped wipes (20)
    - disposable gloves (3 pairs)
    - pair of scissors (1)
- 2/9: 1 Eye wash bottle
- sterile 500ml plastic bottle

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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2/10: 1 Vehicle marker plate

2/11: 1 Hazard Diamond

- approx. size 500mm<sup>3</sup>
- high visibility with reflective strips
- integral stand for floor mounting

2/12: 1 Transport Emergency Cards (Tremcards) set

- cards in accordance with Marginal 10,385 of ADR Regulations
- contents to include the following cards (Tec (R) registration numbers provided in brackets):
  - Class 1 Explosives (10G03), (10G04) and (10G05)
  - Class 2.1 Acetylene (813)
  - Class 2.2 Nitrogen (112)
  - Class 2.3 Ammonia (1)
  - Class 2.3 Propane (21A)
  - Class 3 Petrol (530)
  - Class 3 Methanol (36)
  - Class 4.1 Sulphur (Solid) (115A)
  - Class 4.2 Phosphorous (White/Yellow) (714)
  - Class 4.3 Calcium Carbide (192)
  - Class 5.1 Ammonium Nitrate (540)
  - Class 5.2 Solid Organic Peroxides (52G02A)
  - Class 6.1 Phenol Solution (8C)
  - Class 6.2 Infectious Substances (62G01)
  - Class 7 Radioactive Material (70G01 ET SEQ)
  - Class 8 Nitric Acid, Red Fuming (9A-1)
  - Class 8 Caustic Soda Solution (52)
  - Class 8 Fatty Aikyl Amines (Corrosive) (788A)
  - Class 9 Lithium Batteries (924)
  - Class 9 Environmentally Hazardous Substance, Liquid (90G01)
  - Sample Single Substance Toluene (31)
  - Sample Equivalent Group Text (30G30)
  - Sample Equivalent Mixed Load (30M90)
  - Sample Equivalent Multi-Lingual Card (31)

2/13: 1 Fire Extinguisher – foam

- EN 3
- for use on flammable liquids, wood, paper, textiles and similar
- controlled discharge
- size 1 litre



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- 2/14: 1 Fire Extinguisher – CO<sub>2</sub>
- EN 3
  - for use on flammable liquids such as oil, petrol, paint and fires involving electrical equipment
  - size 2kg
- 2/15: 1 Fire Extinguisher – water
- EN 3
  - for use on fires involving wood, paper, textiles
  - polythene lined
  - size 9 litres
- 2/16: 1 Fire Tray
- metal
  - 0.5 metres square
  - sides 40mm high
- 2/17: 6 DGSA books – “European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR)” 1999 Edition (each book comprises 2 UN orange books) Russian language.

Equipment to be supplied must conform with the requirements for delivery of an ADR training course as approved by the competent authority in the Tenderer's country of business.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## SCHEDULE OF PRICES

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

Name of Supplier \_\_\_\_\_ Contract Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5
Item	Description	Quantity	UNIT PRICE DDU	Total DDU Cost per Item (column 3 x 4)
Lot 1	Training Centre Equipment Armenia comprising items 1/1 to 1/16	1		
Lot 2	Training Centre Equipment Azerbaijan comprising items 1/1 to 1/16	1		
Lot 3	Training Centre Equipment Georgia comprising items 1/1 to 1/16	1		
Lot 4	Training Centre Equipment Kazakhstan comprising items 1/1 to 1/16	1		
Lot 5	Training Centre Equipment Kyrgyzstan comprising items 1/1 to 1/16	1		
Lot 6	Training Centre Equipment Moldova comprising items 1/1 to 1/16	1		



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

Lot 7	Training Centre Equipment Mongolia comprising items 1/1 to 1/16	1		
Lot 8	Training Centre Equipment Tadjikistan comprising items 1/1 to 1/16	1		
Lot 9	Training Centre Equipment Turkmenistan comprising items 1/1 to 1/16	1		
Lot 10	Training Centre Equipment Ukraine comprising items 1/1 to 1/16	1		
Lot 11	Training Centre Equipment Uzbekistan comprising items 1/1 to 1/16	1		
Lot 12	ADR Training Equipment Armenia comprising items 2/1 to 2/17	1		
Lot 13	ADR Training Equipment Azerbaijan comprising items 2/1 to 2/17	1		

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

Lot 14	ADR Training Equipment Georgia comprising items 2/1 to 2/17	1		
Lot 15	ADR Training Equipment Kazakhstan comprising items 2/1 to 2/17	1		
Lot 16	ADR Training Equipment Kyrgyzstan comprising items 2/1 to 2/17	1		
Lot 17	ADR Training Equipment Moldova comprising items 2/1 to 2/17	1		
Lot 18	ADR Training Equipment Mongolia comprising items 2/1 to 2/17	1		
Lot 19	ADR Training Equipment Tajikistan comprising items 2/1 to 2/17	1		
Lot 20	ADR Training Equipment Turkmenistan comprising items 2/1 to 2/17	1		

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

Lot 21	ADR Training Equipment Ukraine comprising items 2/1 to 2/17	1		
Lot 22	ADR Training Equipment Uzbekistan comprising items 2/1 to 2/17	1		

(<sup>1</sup>) This indication is given as an example only





Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **FORM OF BANK GUARANTEE**

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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### MODEL OF BANK GUARANTEE Advance Payment

To:  
Contracting Authority  
Guarantee Number: .....  
Date of Expire:

**CONTRACT NUMBER:** .....

Title: Supply of.....

We understand that you....., represented by Mr. .... acting as Contracting Authority under the terms of a contract concluded with ..... (hereinafter called the "Supplier") on ..... for the supply of ..... (hereinafter called the "Contract") require the Supplier to provide you with a bank guarantee in the amount of Euro ..... (.....) being the ....% of the value of the Contract, (indicate as appropriate:)

- to secure repayment of the full amount of the advance payment (advance payment guarantee) or
- to secure repayment of the full amount of the last payment (warranty guarantee)

We .....bank, of ..... hereby guarantee payment to you on demand of up to Euro ..... (.....) in the event that the Supplier fails to fulfil the terms of its obligations under the Contract. Any claim hereunder must be received in writing at this office before expiry accompanied by your signed statement countersigned by the Delegate of the Commission of the European Communities in Albania that the Supplier has failed to fulfil its obligations under the Contract. Such statement claim shall be conclusive evidence that the amount claimed is due to you under this guarantee.

This guarantee shall remain valid until close of banking hours at this office on ..... or on the date of receipt by us of confirmation from you that (indicate as appropriate:) the provisional / final acceptance has taken place.

After expiry this guarantee shall become null and void whether returned to us for cancellation or not; any claim or statement received after expiry shall be ineffective.

This guarantee is personal to you and is not transferable or assignable.

This guarantee shall become effective and operative on receipt by us of the payment of Euro ..... (.....) in favour of account number ..... c/o ourselves.

(date, place) (Name and Signatures of Bank)

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## GENERAL REGULATIONS

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## **GENERAL REGULATIONS FOR TENDERS AND THE AWARD OF SUPPLY CONTRACTS FINANCED FROM TACIS FUNDS**

- Article 1 : Eligibility
- Article 2 : Origin
- Article 3 : Division into Lots
- Article 4 : Applicable conditions
- Article 5 : Content of Tenders
- Article 6 : Technical Specifications
- Article 7 : Variant Solutions
- Article 8 : Spare Parts
- Article 9 : After Sales Service
- Article 10 : Prices
- Article 11 : Drafting of Tenders
- Article 12 : Sealing and Marking of Envelopes
- Article 13 : Signing of Tenders
- Article 14 : Joint Tenders
- Article 15 : Transmission and Reception of Tenders
- Article 16 : Period of Validity
- Article 17 : Computation of time-limits
- Article 18 : Withdrawal and Amendments
- Article 19 : Acceptance/Variations
- Article 20 : Bid Bond
- Article 21 : Award of Contracts

### **GENERAL REGULATIONS**

Tenders and the award of Supply contracts financed from the resources of the European Community Takis<sup>1</sup> program shall be governed by these General Regulations.

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<sup>1</sup> See list in Annex



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## Article 1

### ELIGIBILITY

1. 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 or of one of the beneficiary countries of the TACIS<sup>1</sup> program.
2. These terms refer to all nationals of said states and to all legal entities, 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. This rule applies to :
  - a) all individual Tenderers
  - b) all members of a consortium taking part in a joint tender
  - c) subcontractors eventually to be associated in the performance of the contract. Are not considered as subcontracting : packing, transportation or shipping of the goods concerned or their prior purchase by the Tenderer on its own behalf.
4. 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.
5. Tenderers shall not be eligible for the award of contracts and the Contracting Authority may exclude them from (further) participation in the invitation to tender, without compensation, as of right and without recourse to prior 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;

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- 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.

### *Article 2*

#### ORIGIN

1. The goods must originate in a Member State of the European Community or in one of the beneficiary countries of the TACIS program<sup>1</sup>.
2. The origin of a product shall be determined according to the rules laid down in the Community Customs Code.
3. In submitting his tender, the Tenderer expressly certifies that all of the goods fully comply with this origin requirement, specifying the respective country of origin. The Supplier may be required to provide more detailed information in this respect and/or to provide an official certificate of origin.

### *Article 3*

#### DIVISION INTO LOTS

Unless otherwise provided

1. If the supplies which are the subject of the invitation to tender are not divided into lots, the quantity or quantities required shall be indivisible. The Tenderer must therefore offer the whole of the quantity or quantities indicated, Tenders for part of the quantities required not being taken into consideration.

2. If the supplies are divided into lots, the quantities indicated for each individual lot shall be indivisible.

The Tenderer shall therefore offer the whole of the quantity or quantities indicated for each lot, Tenders for part of the quantities required not being taken into consideration.

3. If the supplies are divided into lots, the Tenderer may tender for one or more lots or for all the lots.
4. The Tenderer shall submit a separate quotation for each lot he offers to supply.
5. A Tenderer may include in his tender the overall rebate he would grant in the event of amalgamation of some or all of the lots for which he has submitted individual tenders.

### *Article 4*

#### APPLICABLE CONDITIONS

1. Except in case of lots or variant solutions, only one tender may be submitted by each Tenderer. No Tenderer may participate in the tender of another for the same contract in any capacity whatsoever.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

2. The submission of a tender 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 sale. Any clause to the contrary shall be disregarded or entail the rejection of the tender.

### Article 5

#### CONTENT OF TENDERS

The tender prepared and submitted by the Tenderer shall, in accordance with the requirements stated in the Instructions to Tenderers, comprise:

1. The list and detailed descriptions of the supplies tendered according to the specifications set out in the Special Conditions and, in particular in its Technical Specifications, containing all information by which the proposed supplies may be evaluated, e.g. technical characteristics, operation capacities, consumption, maintenance cost, useful life etc.) together with manuals or instructions for use or any other relevant information and documentation; delivery/installation schedules, etc. ... (Technical proposal).
2. The prices tendered for these supplies, calculated as required by the Special Conditions. (Price proposal)
3. A statement by the Tenderer certifying, and, if so requested, evidence or proof, that the tendered supplies originate in one of the Member States of the European Community, or in one of the beneficiary countries of the TACIS

program, specifying the respective country of origin. In case of tendering for systems composed of various elements, the origin of each of the elements must be specified.

The Tenderer may be required to provide further detailed information and evidence in this respect and/or to provide an official certificate of origin.

4. Full identification of the Tenderer and his statement certifying that he satisfies all conditions of eligibility.
  - 4.1. Proof that the Tenderer is a national of one of the Member States of the European Community, or of one of the beneficiary countries of the TACIS program, in accordance with Article 1 of the General Regulations.
  - 4.2. A statement by the Tenderer that none of the situations listed in Article 1 (3) apply to him.
  - 4.3. If required, certification or evidence of other eligibility criteria
5. If required, the list, description and prices of spare parts/accessories.
6. If required, a detailed description of how the Tenderer proposes to meet the obligation of providing after-sales services.
7. If required, a detailed training proposal.
8. A statement of the commercial warranty for quality and performance of the goods supplied.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

9. If required, the necessary financial guarantees.
10. The bank account to which payments may be made.
11. Signature by the Tenderer or his duly authorized agent. The Contracting Authority may require specific prove that the signature is duly authorized.
- solutions shall be evaluated simultaneously.
4. The Special Conditions must state whether the Tenderer submitting a variant solution is to be responsible for the design of the variant solution, and if this is the case, must specify procedures, in particular for checking, revision and approval.

### *Article 6*

#### TECHNICAL SPECIFICATIONS

The supplies tendered must in all respects satisfy the requirements laid down in the Technical specifications (Annex A of Special Conditions).

### *Article 7*

#### VARIANT SOLUTIONS

1. Any supplies may be proposed which are functionally equivalent, similar or better and adapted to local conditions of use in the country of destination.
2. Unless otherwise provided, Tenderers may submit a tender based on a variant solution. The Special Conditions must specify any limitations, design criteria and other requirements applicable to a variant solution. Unless stated otherwise in the Special Conditions, the submission of a tender based on a variant solution is conditional upon the submission of a tender based on the prescribed specifications.
3. Variant solutions may not derogate from the requirements of these General Regulations. Tenders based on the tender dossier and those for variant
5. 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;
  - c) a draft of the amendments to the technical provisions of the Special Conditions necessitated by the variant solution;
  - d) the Drawings and specifications provided for in the conforming solution, but not affected by the variant solution;
  - e) the Drawings and specifications particular to the variant solution;
  - f) a technical note on the basic concept of the variant solution and where appropriate, Drawings and calculations;
  - g) for lump sum contracts, an itemized Breakdown of the Overall price as modified by the variant solution;



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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- h) for unit-price contracts, a Bill of Quantities and/or a Price Schedule as modified by the variant solution.

The obligation to provide after-sales service shall begin after the warranty period has expired.

### *Article 8*

#### SPARE PARTS

1. If the Special Conditions so provide, the Supplier shall include in the items supplied a quantity of spare parts, drawn up in accordance with the Special Conditions and in the light of his professional experience and taking account of the place of use and including those, that require replacing more frequently (e.g. fast moving, exposed to heavy duty use etc.).
2. Unless otherwise provided, the spare parts shall be delivered together with the supplies themselves.
3. The list of spare parts must quote their prices either individually as unit prices or as overall prices, which may be expressed as a percentage of the value of said supplies. The Contracting Authority may amend the list of spare parts within said percentage.

### *Article 9*

#### AFTER-SALES SERVICE

If the Special Conditions so provide, and in accordance with the details stipulated there, the Supplier shall provide or secure the provision of reliable and regular after-sales and maintenance service at the place(s) of destination/installation of the goods supplied, guaranteeing their upkeep and repair and the rapid replenishment of spare parts.

### *Article 10*

#### PRICES

1. Prices shall be expressed in EURO.
2. Prices for the goods supplied shall be quoted as specified in the special conditions, in general unit and overall prices on the basis of the prices ex-works or ware-house to which shall be added all costs incurred for full delivery to the place(s) of delivery, including all operations necessary to present the supplies there ready for acceptance.
  - 2.1. Imports under E U Grants not being subject in the recipient state to customs or import duties, taxes or fiscal charges having equivalent effect, unit and overall prices shall be quoted excluding such duties and taxes.
  - 2.2. Unit and overall prices for supplies manufactured in the recipient State shall be quoted excluding all internal charges applicable to their manufacture. Such charges may be included into the definite contract price.
  - 2.3. Unit and overall prices shall be quoted excluding any documentary stamp or registration duties or fiscal charges having equivalent effect in the recipient State.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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3. Prices shall be quoted for delivery to the places of destination, specified in the Special Conditions, where the supplies are to be delivered, installed or accepted.

4. If the Special Conditions so provide, prices may be quoted for delivery to any other place of reference, different from the place or places of destination.

If the costs of transport and all other costs relating thereto (e.g. insurance, transit) to the places of destination should exceed the respective transport costs included in the prices quoted, the difference will be refunded to the supplier upon production of supporting documents and after provisional acceptance of the supplies at the place(s) of destination.

5. Unless otherwise provided, the unit and overall prices tendered are firm and not subject to revision. The Supplier shall be solely responsible for any errors or omissions in the calculation of the prices tendered.

6. The above mentioned rules shall apply to the prices quoted for spare-parts and accessories.

### *Article 11*

#### DRAFTING OF TENDERS

1. Tenders and all correspondence relating to them shall be in the language(s) stated in the Special Tender Conditions. In the absence of such instructions, any of the official languages of the E U or of the respective beneficiary state may be used.

2. It is not necessary to use officially stamped paper for which a national stamp duty has been paid.

### *Article 12*

#### SEALING AND MARKING OF ENVELOPES

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 tenders in the notice of invitation to tender or in the invitation to tender;
- b) the Tenderer's name and address;
- c) the reference to the invitation to tender in reply to which the tender is being submitted and the tender number;
- d) where appropriate, the numbers of the lots tendered for; and
- e) the words "not to be opened before the tender opening session" written as instructed in the Instructions to Tenderers.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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3. All technical and price proposals shall be submitted through a double envelope system..
4. Variant solutions shall be submitted separately and be marked with the additional wording "Variant Solution".

### *Article 13*

#### SIGNING OF TENDERS

1. The tender shall be signed by the Tenderer or by his duly authorized agent as required by the instructions to Tenderers. 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. A tender 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 simple contract or 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 14*

#### JOINT TENDERS

1. If a Tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract. Each person must sign the tender, and all such

persons shall be jointly and severally bound by the tender and any resulting contract according to the law applicable to the contract. The Tenderer 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 1.

2. The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notarial act or deed is attached to the tender. All signatures to the authorizing 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 tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide proof or evidence of eligibility as if he, himself, were the Tenderer.

### *Article 15*

#### TRANSMISSION AND RECEPTION OF TENDERS

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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1. Tenders may be sent by registered mail with proof of receipt or delivered by hand against receipt to the address stated in the Instructions to Tenderers. The Contracting Authority shall not be held liable for proof of arrival in case any other method of transmission is used.

2. Tenders 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.

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

3. The Contracting Authority may, at its discretion, extend the deadline for the submission of tenders. Such extension shall be made public or notified to the Tenderers in the same way as the invitation to tender.

#### *Article 16*

##### PERIOD OF VALIDITY OF THE TENDER

1. Tenderers shall remain bound by their tenders for the period prescribed by the Contracting Authority. Any tender 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 successful Tenderer shall remain bound by his tender for a further period of 60 days following the receipt of the communication notifying him of his selection.

#### *Article 17*

##### COMPUTATION OF TIME-LIMITS

The periods and time limits referred to in these General Regulations shall be computed as follows :

The Time-limit referred to in these General Regulations and in the other contract documents 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.

Where a time-limit is fixed in days, it shall expire at the end of the last day of the period laid down. 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 at the same number as the date on which it began, the time-limit shall expire at the end of the last day of the month.

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.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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### *Article 18*

#### WITHDRAWALS AND AMENDMENTS

Any Tenderer may modify or withdraw his tender 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 tendering procedure.

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

### *Article 19*

#### ACCEPTANCE OF TENDERS/VARIATIONS

1. The carrying out of an invitation-to-tender procedure shall not oblige the Contracting Authority to accept any tender or to award any contract.
2. The Contracting Authority may deal with any Tenderer of its choice for any one or more parts of the tender.

The Contracting Authority may accept or reject any tender [for any lot] or partially accept it for one or more lots and may reject the offers for spare parts, after-sales service and training whilst accepting the main tender for supplies.

3. The Contracting Authority may reserve the right to vary the quantities stipulated at the time of ordering and purchase less or more than the quantities indicated in the Invitation to tender. The limits of such variations shall be indicated in the Special Conditions.

The unit and overall prices of the tender shall then be applicable to the quantities ordered within the limits of these variations.

4. The Contracting Authority shall not be liable for any compensation with respect to Tenderers whose tenders have not been accepted, nor shall it be liable in the event of its deciding not to award a contract, to award one only for part of the goods tendered or otherwise vary the quantities purchased.
5. All Tenderers shall be informed in writing about the result of their tender. The Contracting Authority shall not be obliged to state the reasons for its choice nor enter into any discussion or correspondence with Tenderers on the results of the invitation to tender.

### *Article 20*

#### BID BOND

If the Special Tender Conditions so provide, Tenderers shall, as an earnest of their tenders, provide a bid-bond. The amount of this bond to be specified in the Special Conditions, shall not be less than 1% of the tender price, but shall in no case exceed 2%.

Any tender not accompanied by the requested bid bond shall be rejected.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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The bonds of Tenderers who have not been selected shall be released not later than 60 days after the expiration of the tender validity period, as extended, where appropriate, or upon the award of the contract, whichever is earlier.

The bid bond of the successful Tenderer shall be discharged, when the Tenderer has signed the contract.

### *Article 21*

#### AWARD OF CONTRACTS

1. The Contracting Authority shall conclude a contract with the Tenderer or Tenderers whose tenders have been accepted.
2. The contract shall be composed of the following documents, each of them constituting an integral part of it, in the following order:
  - a) Contract Form (supplies)
  - b) Technical Specification
  - c) Price Schedule
  - d) General Conditions for Supply Contracts financed from TACIS funds
3. The contract shall be concluded by notification in writing to the Tenderer that his tender has been accepted. Such notification shall be in the

form of the contract form used for TACIS funded Supply Contracts. If the acceptance does not conform in all respects with the tender or if a tender is accepted after the period of its validity has expired, the conclusion of the contract shall be subject to the tenderers agreement in writing.

4. The Supplier returns the acknowledgment copy of the contract form signed by him to validate the order and accept all the conditions stated in it.
8. The contract shall become effective on the date stipulated by the parties.

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## ANNEX

### LIST OF BENEFICIARY COUNTRIES

#### *Takis*

The list of beneficiary countries comprises all countries to which Council Regulation 2053/93 (JOCE L201 of 29.07.1993) applies at the closing date for the submission of tenders. They are at the date of 1.12.1993 :

Armenia  
Azerbaijan  
Belarus  
Georgia  
Kazakhstan  
Kyrgyzstan  
Moldova  
Mongolia  
Russian federation  
Tadjikistan  
Turkmenistan  
Ukraine  
Uzbekistan

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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## GENERAL CONDITIONS



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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**GENERAL CONDITIONS FOR SUPPLY CONTRACTS  
FINANCED FROM TACIS FUNDS**

- Article 1: Obligations of the Supplier
- Article 2: Assignment
- Article 3: Sub-Contracting
- Article 4: Origin
- Article 5: Technical Specifications
- Article 6: Spare-parts
- Article 7: Delivery Conditions
- Article 8: Packaging
- Article 9: Delivery Period
- Article 10: Delayed Delivery
- Article 11: Acceptance Conditions
- Article 12: Provisional Acceptance
- Article 13: Final Acceptance
- Article 14: Warranty Obligations
- Article 15: After-sales Service
- Article 16: Payments
- Article 17: Spreading of Payments
- Article 18: Payment Procedures
- Article 19: Delay of Payment
- Article 20: Guarantee
- Article 21: Taxation
- Article 22: Liability
- Article 23: Communications
- Article 24: Financial Control and Audit
- Article 25: Force majeure
- Article 26: Terminating of Contract
- Article 27: Law applicable
- Article 28: Arbitration

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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#### **Article 1 - OBLIGATIONS OF THE SUPPLIER**

1. Award of the contract obliges the successful Tenderer and Supplier to deliver the goods tendered to site, including such installation, testing and commissioning as the Contract provides, to perform all other requirements and respect all other conditions laid down in the contract.
2. If the Supplier is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract according to the law applicable.
3. The Supplier shall deliver the goods to full property and unrestricted use of the Contracting Authority or the persons for whom they are purchased, free from any lien in favor of third parties.

#### **Article 2 - ASSIGNMENT**

1. An assignment shall be valid only if it is a written agreement by which the Supplier transfers his Contract or part thereof to a third party.
2. The Supplier shall not, without the prior written consent of the Buyer, assign the Contract for any part thereof, or any benefit or interest thereunder, except in the following cases:
  - a) a charge, in favor of the Supplier's bankers, of any money due or to become due under the Contract; or
  - b) assignment to the Supplier's insurers, of the Supplier's right to obtain relief against any other person liable in cases where the insurers have discharged the Supplier's loss or liability.
3. The approval of an assignment by the Buyer shall not relieve the Supplier of his obligations under the contract, neither for the part of the Contract already performed nor the part not assigned.
4. If the Supplier has assigned his Contract without authorization, the Buyer may, without giving formal notice thereof, apply as of right the sanctions for breach of Contract.
5. Assignees must satisfy the eligibility criteria applicable to the award of the Contract.

#### **Article 3 - SUB-CONTRACTING**

1. A subcontract shall be valid only if it is a written agreement by which the Supplier entrusts performance of a part of his Contract to a third party.
2. The Supplier shall not subcontract without the prior written authorization of the Buyer. The elements of the Contract to be subcontracted and the identity of the sub-contractors shall be notified to the Buyer. The Buyer shall, within 30 days of receipt of the notification, notify the Supplier of its decision, stating reasons should be withheld such authorization.
3. Sub-contractors must satisfy the eligibility criteria applicable for the award of the Contract.
4. The Buyer shall have no contractual relations with the sub-contractors, but may prevail itself of any rights the Supplier has acquired against them.

#### **Article 4 - ORIGIN**

1. The goods must originate in a member State of the European Community or in one of the beneficiary countries of the Tacis program.
2. The origin of a product shall be determined according to the rules laid down in the Community Customs Code.
3. The Supplier must certify that the goods tendered comply with this requirement, specifying the respective country of origin. The Supplier may be required to provide more detailed information in this respect and/or to provide an official certificate of origin.

#### **Article 5 - TECHNICAL SPECIFICATIONS**

Unless otherwise provided, the supplies must in all respects satisfy the requirements laid down in the Technical Specification.

#### **Article 6 - SPARE PARTS**

1. If the Contract so provides, the Supplier shall include in the items supplied a quantity of spare parts, drawn up in accordance with the Special Conditions and in the light of his professional experience and taking account of the place of use and including those, that require replacing more frequently (e.g. fast moving, exposed to heavy duty use etc.).
2. Unless otherwise provided, the spare parts shall be delivered together with the supplies themselves.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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#### Article 7 - DELIVERY CONDITIONS

1. The Supplier shall deliver the supplies to their respective place(s) of destination in accordance with the terms specified in the Contract. Unless otherwise provided, delivery shall include all operations necessary to provide the supplies there ready for acceptance, such as packaging, shipping, carriage and insurance, completion of all administrative or commercial formalities involved therein, customs clearance and installation, unloading and storage at arrival, conveyance from storage to the place of installation, assembly, installation, verification, testing adjustment, supervision of all operations, or any other service to ready the supplies for acceptance at their places of destination. He shall be responsible for the lay out and equipment of his site unless otherwise provided.
2. Unless otherwise provided, the Supplier shall bear all risks until provisional acceptance is pronounced. With provisional acceptance the Contracting Authority acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

#### Article 8 PACKAGING

1. The Supplier shall provide such packaging of the Supplies as is required to prevent their damage or deterioration in transit to their final destination. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Supplies, and the possible absence of heavy handling facilities at all points in transit.
2. The packaging of the supplies shall become the property of the Buyer.

#### Article 9 - DELIVERY PERIOD

1. The supplies shall be delivered to their place(s) of destination within the delivery period specified in the Contract. Unless otherwise provided the delivery period shall include all operations necessary for installation, verification and testing to present the supplies ready for acceptance.
2. If a special delivery period is fixed for each lot, the periods shall not be cumulative where more than one lot is awarded to the same supplier. In this case the delivery period for each lot shall run concurrently.

#### Article 10 - DELAYED DELIVERY

1. The Supplier shall ensure that the Supplies are delivered to the place of destination as stipulated and in time to allow the person responsible to proceed with acceptance of the Supplies. The Supplier is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay in fulfilling his obligations.
2. In the case of delay in delivery of more than one week the Supplier shall be liable to pay liquid damages calculated from the expiry of the contractual period for each day the delay lasts, such damages to be fixed at 1/1000 of the value of the undelivered supplies. Such penalty shall not exceed 15% of the total contract value.
3. However, if the defaulting party prevents the normal use of the supplies as a whole, the liquidated damages for delay will be calculated on the basis of the total cost of all the supplies.
4. The damages shall be deducted from the sums due under the contract.

#### Article 11 - ACCEPTANCE CONDITIONS

1. Delivery of the supplies shall be subject to provisional and final acceptance. If there is no warranty for the supplies, provisional acceptance shall be deemed to constitute final acceptance.
2. The organization responsible for provisional and final acceptance of the supplies shall be specified in the Contract. The supplies shall be accepted at the place of destination and in the presence of the supplier, if so requested by him. The European Communities may be represented at the acceptance formalities.

#### Article 12 - PROVISIONAL ACCEPTANCE

1. The Supplies shall be taken over on provisional acceptance, when they have been delivered to their place of destination in accordance with the contract, have satisfactorily passed the required tests and are ready for use.
2. Provisional acceptance will take place at the earliest possible opportunity and at the latest within two weeks of presentation of the supplies for acceptance at the place of destination. The Supplier must give notice thereof to the organization responsible for acceptance.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

3. If the supplies are found to be damaged or defective or not in conformity with the order, a report shall be drawn up forthwith and forwarded to the Supplier, who shall be requested to verify the facts (possibly on the spot) and to notify his findings within 15 days. Supplies which do not comply with the conditions laid down in the contract shall be either repaired or replaced, as may be decided by the Buyer, by the supplier at his own expense. If replacement or repair is not performed satisfactorily, the Buyer shall have the right to reject the supplies, which shall be returned to the supplier.
4. A certificate of provisional acceptance will be drawn up recording acceptance or rejection together with any reservations or observations made. This certificate shall state the date of provisional acceptance and shall entitle the Supplier to the relative payments.
5. This certificate is deemed to have been issued, if provisional acceptance or rejection have not been pronounced within a period of 30 days as from the date at which the responsible organization has received the Supplier's notice or from any other date as may have been arranged between them.

#### Article 13 - FINAL ACCEPTANCE

Final acceptance shall be pronounced of the earliest possible opportunity after the expiration of the warranty period and on the condition that the goods are found in full working order and compliance with the contract specifications.

A certificate of final acceptance shall be drawn up entitling the Supplier to the relevant payments.

#### Article 14 - WARRANTY OBLIGATIONS

1. The Supplier shall warrant that the Supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided. The Supplier shall further warrant that all Supplies shall have no defect arising from design, materials or workmanship, except in so far as the design of materials are required by the specifications, or from any act or omission of the Contracting Authority or Buyer, that may develop under use.
  - 1.1. The Supplier shall warrant that the supplies are fit for the purpose for which they are to be used, operate as stated in the manufacturer's technical

specifications and may be freely used without infringing third parties industrial property and patent rights or copyrights.

- 1.2. Unless otherwise provided this warranty shall cover spare parts and accessories.
2. Unless otherwise provided, this warranty shall remain valid for 360 days after the Supplies or any portion thereof, as the case may be, have been delivered and commissioned at the final destination. The obligation to maintain the Supplies shall be subject to any stipulations in the Contract and specifications which shall determine the period and conditions thereof.
3. The Supplier shall be responsible for making good any defect in or damage to any part of the Supplies which may appear or occur during the Warranty Period, or within 30 days after its expiration and which arise either:
  - a) from the use of defective materials, faulty workmanship or design of the Supplier; or
  - b) from any act or omission of the Supplier during the Warranty Period; or
  - c) in the course of an inspection made by, or on behalf of, the Buyer.
4. The Supplier shall at his own cost make good the defect or damage as soon as practicable. The Warranty Period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the Buyer. If the Contract provides for partial acceptance, the warranty period shall be extended only for the part of the Supplies affected by the replacement or repair.
5. If any such defects appear or such damage occurs during the warranty period, the Buyer shall notify the Supplier. If the Supplier fails to remedy a defect or damage within the time limit stipulated in the notification, the Buyer may:
  - a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Supplier's risk and cost, in which case the costs incurred by the Buyer shall be deducted from money due to or from guarantees held against the Supplier or from both; or
  - b) terminate the Contract.
6. In case of emergency, where the Supplier cannot be reached immediately or, having been reached, is unable to take the measures required, the Buyer may have the work carried out at the expense of the Supplier. The Buyer shall as soon as practicable inform the Supplier of the action taken.

#### Article 15 AFTER-SALES SERVICE



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

If the Contract so provides, and in accordance with the details stipulated there, the Supplier shall provide or secure the provision of reliable and regular after-sales and maintenance service at the place of destination/installation of the goods supplied, guaranteeing their upkeep and repair and the rapid replenishment of spare parts.

The obligation to provide after-sales service shall begin after the warranty period has expired.

#### Article 16 - PAYMENTS

Unless otherwise provided payments shall be made in EURO or the currency provided for in the contract on the basis of the equivalent value of the EURO on the day preceding payment.

#### Article 17 - SPREADING OF PAYMENTS

Unless otherwise provided, payments shall be spread as follows:

1. 60% of the contract price for the goods to be supplied, at the time the contract is placed, on provision of a guarantee securing repayment of the full amount of the payment installment. The guarantee will be released on provisional acceptance, against presentation of any document proving provisional acceptance endorsed by the Authority or Authorities specified in the Contract.
2. 30% of the contract price for the goods to be supplied following provisional acceptance of the supplies at the place indicated for delivery. This amount will be paid on presentation of any document proving acceptance endorsed by the competent Authority or Authorities.
3. 10% of the contract price, for the goods to be supplied, as payment of the balance outstanding, on expiry of the guarantee period and following final acceptance of the supplies. This amount will be paid on presentation of any document proving final acceptance endorsed by the Authority of Authorities named in the Contract. However, payment of the 10% balance may, if the Supplier so wishes, be made at the same time as the 30% installment referred to above, if the Supplier provides a guarantee securing repayment of the full amount of the 10% payment installment. The guarantee will be released on final acceptance, against presentation of any document proving final acceptance endorsed by the Authority or the Authorities named in the Contract. When no such acceptance has been granted, it will be released two months after expiry of the guarantee period, save where the Buyer has submitted a claim.
4. Where only part of the supplies have been delivered, the 30% payment installment due following provisional acceptance shall be calculated not on the total contract price, but on the value of the part of the supplies which have actually been accepted.

#### Article 18 - PAYMENT PROCEDURES

1. Payments shall be authorized and made by the authority or authorities specified in the Contract.
2. Unless otherwise provided, in order to obtain payments, the Supplier or his representative must forward to the relevant authority above the following documents:
3. For the first installment of 60%, in addition to the invoices in duplicate, a photocopy of the Letter of Contract and the original of the guarantee, with one photocopy.
4. For the second installment of 30% the invoices in triplicate.
5. For the balance of 10%, the invoices in triplicate or where appropriate, the original of the guarantee, with one photocopy.
6. In all cases where invoices are forwarded to the authorities of the country issuing the invitation to tender, the Supplier must inform the Commission delegate, if any, thereof by sending a copy of the correspondence to the address given in the Contract.
7. The percentages referred to in this article shall mean the unit and overall price of the goods to be supplied, excluding the separately quoted prices of spare parts, accessories, after-sales service or training. The latter prices shall be paid in full after delivery of such parts or services.

#### Article 19 - DELAY OF PAYMENT

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 Party's account.

If acceptance takes place after receipt of said request, the payment period shall commence upon receipt of proof of acceptance.

2. The Contracting Party may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Contracting Party or if the vouchers in support of the request are incomplete.

Where payment is so deferred, the Contracting Party shall not be liable to pay interest or indemnities of any kind.

3. The Contracting Party shall be bound to comply with payment periods only if requests for payment are properly presented at the address indicated in Article 4 of the Contract.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

4. The 60 days payment period does not include any delays occurring as a result of banking procedures followed by the banks in the state of the registered office of the Supplier.
5. If the time-limits fixed for payments are exceeded, and the contract has not given rise to any claim, the Supplier shall be automatically and without notice be entitled to interest calculated pro rata on the basis of the number of calendar days by which payment is delayed, at the rediscount rate of the issuing institute of the state in which the Supplier has his registered office.
6. The Supplier shall be entitled to such payment without prejudice to any other right or remedy under the contract.

#### Article 20 - GUARANTEE

1. The guarantee to secure repayment of advances must be provided for the full amount of the advance paid. The guarantee may include interest for the full period of validity at a rate to be determined. No payments shall be made to the supplier prior to the provision of this guarantee.
2. The guarantee shall be denominated in the currency in which payments are to be made and drawn up in favor of the Buyer or any other Authority specified in the Contract.
3. The guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Buyer. If the guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company established in the recipient State or a Member State of the EC and approved by the Contracting Authority in accordance with the eligibility criteria applicable for the award of the Contract. The guarantee shall be independent and payable on first demand.  
If acceptance takes place after receipt of said request, the payment period shall commence upon receipt of the proof acceptance. The Contracting party may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Contracting party or if the vouchers in support of the request are incomplete. Where payment is so deferred, the Contracting Party shall not be liable to pay interest or indemnities of any kind.
4. The guarantee may also contain the following provision:

- 4.1. Any request to pay under the terms of the guarantee must be countersigned by the Commission delegate, if any, in the recipient State;
- 4.2. The guarantee may stipulate a specific expiry date, on condition that this falls at least three months following the date laid down in the contract for provisional acceptance, or two months following the expected date of final acceptance; alternatively, the guarantee may be stated to expire:
  - on return of the original of the guarantee.
  - on receipt of any document signed by the authority responsible for acceptance and transmitted by the Commission delegate, if any, in the recipient State, certifying that provisional or final acceptance has been granted.
- 4.3. Where the guarantee bears an expiry date, and should it appear that acceptance may be delayed until after the expiry date, the validity of the guarantee must be extended, at the request of said authority by successive periods of three months, until such time as acceptance is granted.
5. If the natural or legal person providing the guarantee is not able to abide by his commitments, the Buyer shall give formal notice to the Supplier to provide a new guarantee on the same terms as the previous one; Should the Supplier fail to provide a new guarantee, the Buyer may terminate the Contract.
6. If the Contract is terminated for any reason whatsoever, the guarantees securing the advances may be invoked forthwith in order to repay the balance of the advances still owed by the Supplier, and the guarantor shall not delay payment or raise objection for any reason whatever.
7. Unless otherwise provided, the guarantee shall be released as stated in Article 17 of the General Conditions.
8. The law applicable to the guarantee shall be that of the State of the institution issuing the guarantee.

#### Article 21 - Taxation

1. Taxes, duties and charges (such as customs and import duties) shall be excluded from Community financing.



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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2. The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract.

#### **Article 22 - LIABILITY**

1. The Contractor shall be liable to the Buyer for full performance of all obligations resulting from the Contract, repair any damage caused to the Buyer or the persons for whom the supplies were purchased as a result of any action or omission relating to the performance of the Contract, which is attributable to him as a result in particular of his warranty or negligence, errors or omissions.
2. Whenever the use of the supplies involves copyrights patents, registered designs, trade marks, brand names, industrial designs or models belonging to third parties, the Supplier shall indemnify the Buyer or the persons for whom they are purchased against any claim or action for infringement which may be brought against them.

#### **Article 23 - COMMUNICATIONS**

1. The contractor shall follow the guidelines imparted by the contracting party when undertaking communications activities concerning Takis.
2. The contractor shall follow Takis written and visual identity standards which apply to design for publications, stationery and all other communications, promotional and branded materials as well as the delivery of goods.

These identity standards are specified in two respective identity booklets "Takis identity standards - Written identity" and "Takis identity standards for working contractors - How to promote your Takis project". These booklets form an integral part of the present contract and are provided in Annex D 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 Takis identity standards.

The Takis 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 photographic proof of supplies and/or copies of all communications materials disclosed to third parties.

#### **Article 24 - FINANCIAL CONTROL AND AUDIT**

1. The Contractor is responsible for maintaining sufficiently detailed and accurate financial records of the work performed under the contract, including man/days and man/months worked, and the direct costs and reimbursable expenses incurred thereunder.

2. The Contractor shall make available to the Commission, 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 available to any official of the Commission or the Court of Auditors, or any contracted third party especially authorized 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 25 - 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 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 Supplier or the Buyer 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.
3. Notwithstanding the provisions of Article 20, the Supplier shall not be liable for liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of force majeure. The Buyer shall similarly not be liable, notwithstanding the provisions of Article 19, to payment of interest on delayed payments, for non performance or for termination by the Supplier for default, if, and to the extent that, the Buyer's delay or other failure to perform its obligations is the result of force majeure.
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



Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

probable duration and the likely effect of the circumstances. Unless otherwise directed, the Supplier 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 Supplier shall not put into effect such alternative means for performance of his obligations which are not prevented by the force majeure event. The Supplier shall not put into effect such alternative means unless directed so to do.

5. If circumstances of force majeure have occurred and continue for a period of 90 days then, notwithstanding any extension of time for completion of the Contract that the Supplier may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days, force majeure still continues, the Contract shall terminate and, in consequence thereof under the law governing the Contract, the parties shall be released from further performance of the Contract.

#### Article 26 - TERMINATION OF THE CONTRACT

1. Unless otherwise provided, the Buyer may, after giving 7 days notice to the Supplier, terminate the Contract in any of the following cases where:
  - a) the Supplier fails to provide the Supplies in strict accordance with the provisions of the Contract;
  - b) the Supplier fails to comply within a reasonable time with a notice given by the Authority responsible for acceptance requiring him to make good any neglect or failure to perform his obligations under the Contract which seriously affect the proper and timely performance of the Contract;
  - c) the Supplier refuses or neglects to carry out Administrative Orders given by the Buyer;
  - d) the Supplier assigns the Contract or sub-contracts without the authorization of the Buyer;
  - e) The Supplier becomes bankrupt or insolvent; or has a receiving order made against him, or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or goes into liquidation;
  - f) any adverse final judgement is made in respect of an offence relating to the professional conduct of the Supplier;

- g) any other legal disability hindering performance of the Contract occurs;
- h) any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an endorsement to the Contract;
- i) the Supplier fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance is not able to abide by his commitments;

2. Termination shall be without prejudice to any other rights or powers under the Contract of the Buyer and the Supplier. The Buyer may, thereafter, conclude any other contract with a third party for the account of the Supplier.

The Supplier's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may have already occurred.

#### Article 27 - LAW APPLICABLE

1. All texts of the contract shall be construed according to the provisions and principles of the law of the European Community. For all matters not covered by the contract provisions, the performance of the contract shall be governed by the law referred to, where appropriate, in the Contract Form.
2. Contracts concluded with the Commission on its own behalf shall be subject to Belgian law.

#### Article 28 - RESOLUTION OF DISPUTES / ARBITRATION

1. In the case of a dispute between the Buyer and a Supplier, which is a national of the recipient State, the dispute shall be referred to the competent tribunals of this State.
2. Where disagreement arises in the course of performance of the contract between the Contracting Authority and a foreign Supplier, all disputes shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce (PARIS) by one or more arbitrators appointed in accordance with the said Rules. The venue and the language of such arbitration or the arbitrators shall be determined in the Contract Form.
3. No request for settlement shall be submitted to the arbitrator unless an attempt has first been made to

Tender Numbers: SCR-E/111160/C/S/WW 1 Supply and service of training centre equipment  
and SCR-E/111160/C/S/WW 2 Supply of ADR Training equipment

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settle the dispute amiably within 120 days as from the notification of the complaints or any other period the parties agree upon. The request for arbitration must be submitted within 60 days as from the end of said period of conciliation.

4. All disputes arising out of Contracts concluded with the Commission on its own behalf shall be referred to the exclusive jurisdiction of the Brussels Courts.