INDIAN OCEAN COMMISSION

EUROPEAN UNION

Programme Safe Seas Africa Regional Security Architecture (RMSA) in the Western Indian Ocean
NDICI AFRICA 2024/453-967

TENDER DOSSIER

COI/SSA/AO/2025/001

Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar for TWO (02) years

Locations: Seychelles - Madagascar

PART A

Instructions to Tenderers and Contract Notice

INSTRUCTIONS TO TENDERERS

PUBLICATION RÉFÉRENCE : COI/SSA/AO/2025/001

By submitting a tender, tenderers fully and unreservedly accept the main, special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG).

1. Supplies to be provided

1.1 The subject of the contract shall be the procurement of Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar for two (02) years through the supply, delivery, configuration, testing, commissioning and after-sales services of the following supplies:

For RCOC Seychelles

1. Licences renewal for Fortinet 101E Firewalls
2. Licences renewal for Symantec End Point Protection
3. Licences renewal for Symantec Email Gateway for Exchange Server
4. Licences renewal for Office 365 Enterprise E3
5. Licences renewal for Veritas Backup Exec V-Ray On-Premise Standard Edition 1 CPU
6. Configuration and System Updates Services for RCOC
7. Annual Support Services for RCOC

For RMIFC Madagascar

8. Licences renewal for Fortinet 101E Firewalls
9. Licences renewal for Symantec End Point Security Cloud
10. Licences renewal for Office 365 Enterprise E3
11. Licences renewal for Red Hat Enterprise 7.5 Premium Edition
12. Configuration and System Updates Services for RMIFC
13. Annual Support Services for RMIFC

To be delivered to the Regional Operations Coordination Centre (ROCO) of the SSA project at Ex-Coat Guard Base, Bois de Rose, Victoria, Mahé, Seychelles and to the Regional Maritime Information Fusion Centre (RMIFC) at Bâtiment RMIFC in front of the Lycée de la Francophonie Ankaditoho, Soanierana, 101 Antananarivo, Madagascar. Incoterms for prices are DDP, the implementation period is maximum ONE (01) month.

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

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

2. Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	Not applicable	Not applicable
Deadline for requesting clarifications from the contracting authority	22/04/2025	16h30mn
Last date on which clarifications are issued by the contracting authority	05/05/2025	-
Deadline for submission of tenders	13/05/2025*	14h00
Tender opening session	13/05/2025	15h00
Notification of award to the successful tenderer	23/05/2025	-
Signature of the contract	30/05/2025 **	-

*** All times correspond to the time zone of the country of the contracting authority**
**** Provisional date**

3. Participation

3.1. The eligibility requirements detailed in the Additional information about the contract notice (Annex A5f) or, if applicable, in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and 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.

3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4.1 (EU restrictive measures[1]), 2.4.2.1 (exclusion criteria) or 2.4.2.2(rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.4.2.1 of the practical guide tenderers may also be excluded from EU financed procedures and/or be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the

[1] Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the *EU Sanctions Map*.

Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour[2] that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

When selecting subcontractors, suppliers should give preference to natural persons, companies or firms of ACP States capable of providing the supplies required on similar terms

4. Origin

4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in the Additional information about the contract notice (Annex a5f) or, if applicable, in the Contract Notice (C2). For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

Goods originating in the EU include goods originating in the Overseas Countries and Territories.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information.

4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

Unit-price

[2] See PRAG Section 2.4.2.3.(1)

6. Currency

Tenders must be presented in EUR[3]

7. Lots

This tender procedure is not divided into lots.

8. Période of validity

8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.4.2.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

10.1 **Tenders must be sent to the contracting authority before the deadline specified in Contract Notice.** They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Contracts and Procurement Department
Indian Ocean Commission
Blue Tower, 4th floor
Institute Road, Ebène, Mauritius

If the tenders are hand delivered, they should be delivered to the following address:

Contracts and Procurement Department
Indian Ocean Commission
Blue Tower, 4th floor
Institute Road, Ebène, Mauritius
8h30-16h (from Monday to Friday)

[3] La monnaie de l'offre est la monnaie du marché et la monnaie de paiement.

Tenders must comply with the following conditions:

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

10.3 The tenders should be submitted:

(a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip[4]

(b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

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

a) the above address;

b) the reference code of this tender procedure, (i.e. **COI/SSA/AO/2025/001**);

c) where applicable, the number of the lot(s) tendered for;

d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.

e) the name of the tenderer.

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

11. Content of tenders

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes either by post or by hand-delivery.
Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
    - a proposal for after-sales service over one year;
    - technical proposals related to ancillary services.

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

[4] It is recommended to use registered mail in case the postmark would not be readable

Part 2: Financial offer:

- A financial offer calculated on a DDP basis for the supplies tendered, including :
    - financial proposal for after-sales services for one year
    - financial proposal related to ancillary services.

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary. All amounts are to be quoted excluding taxes. VAT, if applicable, is to be mentioned separately.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract", together with Annex 1 **"Declaration on honour on exclusion criteria and selection criteria"**, both duly completed, which includes the tenderer's declaration, point 7, from each member if a consortium, and capacity-providing entities or subcontractors (if any).

  Signed originals of the Declaration on honour shall be submitted.

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions
- A description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the special conditions
- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so.

Remarks:
Tenderers are requested to follow this order of presentation.
Annex* refers to templates attached to the tender dossier. These templates are also available on:
https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesC(Ch.4):Supplies

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

General provisions regarding tax and customs arrangements are attached to the tender dossier.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response

to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

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

Contracts and Procurement Department
Indian Ocean Commission
Blue Tower, 4th floor
Institute Road, Ebène, Mauritius
Email : smc@coi-ioc.org ;

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers **at the latest 8 days before the deadline for submitting tenders**.

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

14. Clarification meeting / site visit

14.1 No information meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organized.

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate

15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

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

17. Ownership of tenders

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

18. Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

19. Opening of tenders

19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.

19.2 The date and venue of the tender opening session are indicated in the Contract Notice.

Tenderers wishing to attend the opening session, are required to send a request by email to smc@coi-ioc.org no later than two working days before the scheduled start of the opening session. A maximum of two representatives per tender may attend. The representatives will receive an invitation to attend the opening session by email. This invitation will include the instructions on how to attend the opening.

The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

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

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers

whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

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

20.2 Technical evaluation

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

The minimum qualifications required (see selection criteria in the additional information about the contract notice are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

   - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
   - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

Where tenders are of equivalent economic and technical quality, preference will be given to those with the widest participation of ACP States. See further Section 2.6.9. of the practical guide

20.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria set out in these instructions.

The contracting authority may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

21. Notification of award

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

22. Signature of the contract and performance guarantee

22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 10% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

22.2 Within 30 days of receipt of the contract signed, the other party must countersign and date the contract and return it. If applicable, the contractor shall together with the return of the countersigned contract, submit to the contracting authority a performance guarantee. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

If a tenderer to whom the contract is awarded (any of the group members in case of a consortium) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 the Financial Regulation and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer[s] (any of the group members in case of a consortium), and, if any such debt is found, will inform the tenderer (the leader in case of a consortium who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.4 The performance guarantee referred to in the general conditions is set at 10% of the amount of the contract. The performance guarantee must be presented in the form specified in the annex to

the tender dossier. It will be released within 60 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For contracts of EUR 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

23. Tender guarantee

No tender guarantee is required

24. Ethics clauses and code of conduct

24.1 Absence of conflict of interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any unduly influence or attempt to unduly influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities. The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse and harassment:
The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.
Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for

performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from future award procedures.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally ;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available ;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

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

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:
https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or the implementation of the legal commitment, beneficial owner or any affiliate of the tender, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm

CONTRACT NOTICE

CALL FOR TENDER: GENERAL INFORMATION

1. Buyer

Official name**: Indian Ocean Commission (IOC)**
Legal type**: Intergovernmental organisation**
Activity of the contracting authority**: Regional cooperation**

2. Procedure

2.1. Procedure

Title: **Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar for TWO (02) years**

Short description of the contract:
The subject of the contract shall be the procurement of Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC) in Seychelles and the Regional Maritime Information Fusion Centre (RMIFC) in Madagascar through the supply, delivery, configuration, testing, commissioning and after-sales services.
The Contractor will provide the following for the requested quantities for the centres as are specified in the technical specifications table:

For RCOC Seychelles

1. Licences renewal for Fortinet 101E Firewalls
2. Licences renewal for Symantec End Point Protection
3. Licences renewal for Symantec Email Gateway for Exchange Server
4. Licences renewal for Office 365 Enterprise E3
5. Licences renewal for Veritas Backup Exec V-Ray On-Premise Standard Edition 1 CPU
6. Configuration and System Updates Services for RCOC
7. Annual Support Services for RCOC

For RMIFC Madagascar

8. Licences renewal for Fortinet 101E Firewalls
9. Licences renewal for Symantec End Point Security Cloud
10. Licences renewal for Office 365 Enterprise E3
11. Licences renewal for Red Hat Enterprise 7.5 Premium Edition
12. Configuration and System Updates Services for RMIFC
13. Annual Support Services for RMIFC

Type of procedure: **Open**

i. Purpose

Nature of the contract: Supplies

Main classification (**CPV[5] code): Not applicable**
Additional classification : **Not applicable**

2.1.3. General information

Legal basis:
Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012[6].

Local Law - Procurement award procedure applying to European Union external actions financed from the general budget of the European Union and the European Development Fund (EDF).

2.1.6. Grounds for exclusion

***Description*:** Please consult the procurement documents.

5. Lot
This contract is divided into lots: no

5.1. Information per lot
Not applicable

5.1.1. Purpose
Nature of the contract: Supplies

5.1.2. Place of performance
Country/Geographical zone: Seychelles and Madagascar

5.1.3. Estimated duration
Duration: **one (01) month**

5.1.6. General information
Reserved participation: **none.**
Procurement Project fully financed with EU Funds.

5.1.9. Selection criteria
Criterion:
Type*:* suitability to pursue the professional activity
Description: Please consult procurement documents.
Type*:* economic and financial standing
Description: Please consult procurement documents.
Type*:* technical and professional ability
Description: Please consult procurement documents.

[5] The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: https://ted.europa.eu/en/simap/cpv

[6] OJ L 193, 30.7.2018, p.1.

5.1.10. Award criteria
Criterion:
Type: Price
Description: Please consult procurement documents.

5.1.11. Procurement documents
Languages in which the procurement documents are officially available: **English**

5.1.12. Terms of procurement
Terms of submission:
Electronic submission: **Not allowed**
Languages in which tenders or requests to participate may be submitted: **English**
Deadline for receipt of tenders:
Date: 13/05/2025
Local Time (Mauritius): 14:00
Deadline until which the tender must remain valid: **Three (03) months from the date stated for receipt of tender.**
Terms of contract:
Electronic invoicing: **not allowed.**
Electronic payment will be used.

8. Organisation
8.1 ORG-0001
Official name: **Indian Ocean Commission (IOC)**
Registration number: Not applicable
Town: **Ebène**
Postcode: **72202**
Country: **Mauritius**
Email: smc@coi-ioc.org
Internet address: https://www.commissionoceanindien.org
Roles of this organisation: Buyer (“Buyer” in this context refers to contracting authority)

Additional information about the Contract Notice

Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar for TWO (02) years

Locations: Seychelles and Madagascar

1. Nature of contract

Unit price

2. Programme title

Safe Seas Africa – Re-inforcement of the Regional Maritime Security Architecture (RMSA) in the Western Indian Ocean programme

3. Financing

Financing agreement **NDICI AFRICA 2024/453-967**

4. Legal basis, eligibility and rules of origin

The legal basis of this procedure is <Regulation (EU) N° 2021/947 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe (NDICI)[7]

For this contract award procedure, financed by OAD-Greenland Decision 2021/1764>/<NDICI-GE geographic programmes, participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of candidates/tenderers) which are effectively established in a Member State of the European Union or in an eligible country or territory as defined under Article 28 of Regulation (EU) N° 2021/947.

Participation is also open to international organisations.

All supplies under this contract may originate in any country

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014** and Annex IV of the ACP-EU Partnership Agreement***, are to be understood as including natural or legal persons residing or established in, and to goods originating in, the United Kingdom ****. Those persons and goods are therefore eligible under this call.

* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

** Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

[7] Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU and repealing Regulation (EU) 2017/1601 and Council Regulation (EC, Euratom) No 480/2009; OJ L 209, 14.6.2021, p. 1.

*** Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014).

**** Including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU.

5. Candidature

All eligible natural and legal persons (as per item 4 above) or groupings of such persons (consortia) may participate or tender.

A consortium may be a permanent, legally established grouping or a grouping which has been constituted informally for a specific procurement procedure. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the contracting authority.

The participation or tender of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

6. Number of requests to participate or tenders

No more than one request to participate or tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a request to participate or tender). In the event that a natural or legal person submits more than one request to participate or tender, all requests to participate or tenders in which that person has participated will be excluded.

In case of lots, the candidates or tenderers may submit only one request to participate or tender per lot. Contracts will be awarded lot by lot and each lot will form a separate contract. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7. Period of implementation of tasks

Thirty (30) days after signature of the contract by the two parties

8. Language of the procedure

All written communications for this tender procedure and contract must be in English.

9. Additional information

Financial data to be provided by the candidate in the request to participate form or in the tender submission form must be expressed in EUR. If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of **May 2025**, which can be found at the following address: http://ec.europa.eu/budget/graphs/inforeuro.html.

SELECTION CRITERIA

10. Selection criteria

Capacity-providing entities

An economic operator (i.e. candidate or tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal.

Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must fulfil the selection criteria for which the economic operator relies on them. **Furthermore, the data for this third entity for the relevant selection criterion should not be included in the request to participate form but in a separate document**. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

The following selection criteria will be applied to candidates. **In the case of requests to participate submitted by a consortium, these selection criteria will be applied to the consortium as a whole, unless specified otherwise.** The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

The candidate shall not use previous experience which caused breach of contract and termination by a contracting authority as a reference for selection criteria.

The selection criteria for each tenderer are as follows:

1) **Economic and financial capacity (**based on item 3 of the request to participate form, or on item 3 of supply tender form). In case of candidate being a public body, equivalent information should be provided. The reference period which will be taken into account will **be the last three years for which accounts have been closed.**

Criterion 1: average annual turnover

The candidate's or tenderer's average annual turnover of the **last 3 financial years** (2022, 2023, 2024) for which **the accounts have been closed** must be not less than **300,000 EUR**.

Criterion 2: assets/liabilities ratio

Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. **In case of a consortium this criterion must be fulfilled by each member of the consortium**.

2) **Professional capacity** (based on items 4 and 5 of the request to participate form for service contracts and on items 4 and 5 of the tender form for supply contracts). The reference period which will be taken into account will be **the last 3 years preceding the submission deadline**.

- **Criterion 1:** the candidate has, during the current year and the previous two years, on average, at least: 2 personnel directly employed or otherwise legally contracted on a permanent or non-permanent basis in areas of specialist knowledge related to this contract.
- **Criterion 2:** the candidate has the professional certificate appropriate to this contract, such as network security systems and IT software applications, or equivalent.

3) **Technical capacity** (based on item 6 of the request to participate form for service contracts and on item 6 of the tender form for supply contracts).

Criterion:

- The candidate has completed supplies under at least **1 contract** implemented at any moment during the last **four years** before submission deadline.
- For each contract, the value of the supplies completed must not be less than **75,000 EUR**.

- The completed supplies are in the domain of as network security systems and IT software applications.

This means that the contract the candidate or tenderer refers to could have been implemented at any time during the indicated period but it does not necessarily have to be completed during that period, nor implemented during the entire period. Candidates or tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects partially implemented during, but not yet completed within the reference period. Only the part completed during the reference period will be taken into consideration. This part will have to be supported by documentary evidence (approval of report or deliverable, proof of payment, statement or certificate from the entity which awarded the contract) also detailing its value. If a candidate has implemented the project in a consortium, the part that the candidate has successfully completed must be clear from the documentary evidence (such as consortium agreement and bank transfers between consortium members), together with a description of the nature of the services provided/supplies delivered.

PARTICIPATION

11. Requests to participate format and details to be provided

Requests to participate must be submitted using the request to participate form, the format and instructions of which must be strictly observed. The request to participate form is available from the following Internet address:

https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes

The request to participate must be accompanied by a declaration on honour on exclusion and selection criteria using the template available from the following Internet address:

https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General

Any documentation (brochure, letter, etc.) sent with a request to participate in addition to what has been requested will not be taken into consideration.

12. How requests to participate may be submitted

Requests to participate must be submitted in English exclusively to the contracting authority in a sealed envelope.

- Either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

Contracts and Procurement Department
Indian Ocean Commission
Blue Tower, 4th floor
Institute Road, Ebène, Mauritius

- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Contracts and Procurement Department
Indian Ocean Commission
Blue Tower, 4th floor
Institute Road, Ebène, Mauritius
Phone: (230) 402 6100
8h30-16h (from Monday to Friday)

The contract title and publication reference (see contract notice) must be clearly marked on the envelope containing the request to participate and must always be mentioned in all subsequent correspondence with the contracting authority.
Requests to participate submitted by any other means will not be considered.

13. Deadline for submission of requests to participate

The candidate's attention is drawn to the fact that there are two different systems for sending requests to participate: one is by post or private mail service, the other is by hand delivery.

In the first case, the request to participate must be sent before the date and time-limit for submission, as evidenced by the postmark or deposit slip[8]*, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the request to participate that will serve as proof.*

The deadline for submission of requests to participate can be found in the contract notice.

Any request to participate sent to the contracting authority after this deadline will not be considered. The contracting authority may, for reasons of administrative efficiency, reject any request for participation submitted on time but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report, if accepting requests to participate that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.]

14. Clarifications on the contract notice

Any request for clarifications must be made in writing through the F&T Portal[9]. This concerns request for clarifications about the contract notice and also request for clarifications about the content of the document called "Additional information to the contract notice." F&T Portal login is required to be able to create and submit a question. Clarifications can be requested by clicking "Create a question" in the Questions & Answers tab at the latest 21 days before the deadline for submission of requests to participate stated in **the contract notice**.

Clarifications will be published on F&T Portal at the latest 8 days before the deadline for the submission of requests to participate. The website will be updated regularly and it is the candidates responsibility to check for updates and modifications during the submission period.

15. Outcome of the evaluation

By submitting a request to participate candidates accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the request to participate form.

16. Alteration or withdrawal of requests to participate

Candidates may alter or withdraw their requests to participate by written notification prior to the deadline for submission of requests to participate. No requests to participate may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with precedent item. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.*******

[8] It is recommended to use registered mail in case the postmark would not be readable.

[9] https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home

PART B

Draft contract and special conditions, including annexes

SUPPLY CONTRACT
Financed by Commission financing decision n° NDICI AFRICA 2024/453-967

N° COI/SSA/CT/2025/001
FINANCED FROM THE FED

MAIN CONDITIONS

The Indian Ocean Commission, Blue Tower, 3rd Floor, Rue de l'Institut, Ebène, Republic of Mauritius ('The contracting authority'),
represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under "SIGNATURES" below

of the one part,

and

<Full official name of contractor>
[<Legal form>][10]
[<Official registration number>][11]
<Full official address>
[<VAT number>][12],
('the contractor')

represented for the purposes of signing this contract by the authorised representative indicated in the respective field under "SIGNATURES" below,

on the other part,

HAVE AGREED as follows:

1. Subject matter
The title of this contract is: **Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar, for two (02) years**

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

2. Contract value
The maximum amount covering all purchases under this contract is [currency[13]] [insert amount (insert amount in words)

[10] Where the contracting party is an individual.

[11] Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

[12] Except where the contracting party is not VAT registered.

[13] Provided it is a freely convertible currency.

3 Entry into force and duration

This contract enters into force on the date on which the last party signs it.

The maximum duration of this contract is [insert number] [days/weeks/months/years] from the [date this contract enters into force] [later date between the following two dates: the date the contract is signed by the last contracting party, and DD_MM_YY] [date notified by the contracting authority with at least 7 days notice and in any case no sooner than the date of entry into force and no later than 3 months after the signature of this contract.

4. Bank account

Payments shall be made in accordance with the special conditions into the following bank account:

Name of bank: [insert bank name]

Exact denomination of account holder: [full name of account holder]

Bank account number: [insert bank account number].

Signatures

For the contractor	**For the contracting authority**
Name:	Name:
Title:	Title:
Signature:	Signature:

SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The subject of the contract shall be:

Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar through the supply, delivery, configuration, testing, commissioning and after-sales services, for two (02) years of the following supplies:

For RCOC/Seychelles

1. Licences renewal for Fortinet 101E Firewalls
2. Licences renewal for Symantec End Point Protection
3. Licences renewal for Symantec Email Gateway for Exchange Server
4. Licences renewal for Office 365 Enterprise E3
5. Licences renewal for Veritas Backup Exec V-Ray On-Premise Standard Edition 1 CPU
6. Configuration and System Updates Services for RCOC
7. Annual Support Services for RCOC

For RMIFC/Madagascar

8. Licences renewal for Fortinet 101E Firewalls
90. Licences renewal for Symantec End Point Security Cloud
10. Licences renewal for Office 365 Enterprise E3
11. Licences renewal for Red Hat Enterprise 7.5 Premium Edition
12. Configuration and System Updates Services for RMIFC
13. Annual Support Services for RMIFC

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- the special conditions;
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

- **The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Communication details

4.4 Communication via electronic exchange system (EES)

An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:
Contracting authority:

Contracting authority :

Officer in Charge
General Secretariat of the IOC
Blue Tower, 3rd floor, Rue de l'Institut
Ebène, Mauritius
Tél : (230) 402 6100
Email:

Contractor (or leader in the case of a joint tender):
Full name]
[Function]
[Company name]
[Full official address]
Email: [complete]

Article 6 Subcontracting

6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

Article 10 Origin

10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.1(a) 'By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.1(b) 'By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, at start of implementation of tasks, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.]

12.2(a), paragraph 2 <

By derogation from Article 12.2(a), paragraph 2, of the general conditions it is at start of implementation of tasks that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

12.2(b), paragraph 2 The contractor shall provide transport insurance to the extent that it assumes transportation risks including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

Article 18 Delivery order

18.2 The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 The **time limits for delivery** shall be <insert date and time>.
The **implementation period of tasks** shall be one (01) month.

Article 26 General principles for payments

26.1 Payments shall be made in EURO.
Pre-financing is not applicable to this contract
Payments shall be authorized and made by the Safe Seas Africa program finance department

26.5 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a) by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required
b) For the 100 % balance, the invoice(s) together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment

Article 29 Delivery

29.1 The Incoterm applicable shall be DAP[14]

29.3 The packaging shall become the property of the recipient subject to environmental considerations.

29.4 The place of acceptance of the supplies shall be ***THE INDIAN OCEAN COMMISSION, Safe Seas Africa programme, Blue Tower 5th Floor, Ebène, Institute Road, Mauritius***

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11

31.2 By derogation from Article 31.2, second paragraph, the contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.6 All supplies must be accompanied by the corresponding supplier, commercial and/or manufacturer's warranties. A 3-year warranty period is standard and needed for hardware under this contract. During the warranty period labour, transport and spare parts shall be provided free of any charge.

32.7 The warranty must remain valid for one year after provisional acceptance.

Article 33 After-sales service

33.1 After-sale service is required for this contract for a period of 1 year from the date of provisional acceptance of the supplies

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled by arbitration in accordance with the PRAG procedural rules on conciliation and arbitration, annexed to this contract. Should such rules have been amended by the time the arbitration proceedings are initiated, the amended rules will apply.

[14] <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - http://www.iccwbo.org/incoterms/

Article 44 Data protection

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

(b) the privacy statement is available at https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General]

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[15] and as detailed in the specific privacy statement published at ePRAG.

[15] OJ L 205 of 21.11.2018, p. 39

ANNEX I

GENERALE CONDITIONS

ANNEX I: GENERAL CONDITIONS

FOR SUPPLY CONTRACTS
FINANCED BY THE EUROPEAN UNION
OR BY THE EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

1.4 The definitions of the terms used throughout these general conditions are laid down in the 'Glossary of terms', Annex A1a to the practical guide, which forms an integral part of the contract.

ARTICLE 2 LANGUAGE OF THE CONTRACT

2.1 The language of the contract and of all communications between the contractor, contracting authority and project manager or their representatives shall be as stated in the special conditions.

ARTICLE 3 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

3.1 The order of precedence of the contract documents shall be stated in the contract.

ARTICLE 4 COMMUNICATIONS

4.1 Any written communication relating to this contract between the contracting authority or the project manager, and the contractor must be in the language of the contract, and shall state the contract title and identification number.

Communication between the parties can take place:

- by electronic means, via electronic exchange system, in accordance with the provisions of Article 4.4,
- by electronic means, via email, in accordance with the provisions of Article 4.5,
- on paper, via mail - by courier service with proof of delivery or by registered post with proof of delivery, in accordance with the provisions of Article 4.6.

The specific rules when formal notifications are considered to have been received are provided in Articles 4.4.2, 4.5.2 and 4.6.2. below.

Communication details to be used for all communication between the parties are indicated in Article 4 of the special conditions.

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

4.3 Any oral instructions or orders shall be confirmed in writing.

4.4 Communication via electronic exchange system (EES)

The contracting authority may use an EES for all exchanges with the contractor during the implementation of the contract.

If communication via the EES is hindered by factors beyond the control of one party, including technical problems, the party who first discovers the hinderance must notify the other party immediately and the parties must take the necessary measures to restore this communication via the EES. Upon such notification, the parties shall use alternative means of communication until communication via electronic exchange system is restored. The provisions applicable to alternative means of communication are described in Articles 4.5 and 4.6 below.

If the EES is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline. In any event, for reasons linked to business continuity, the contracting authority reserves the right to use alternative means of communication at any moment.

4.4.1 Date of communication via electronic exchange system for other than formal notifications

Notifications through the EES are generally considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the EES) as indicated by the time logs.

4.4.2 Date of communication via electronic exchange system for formal notifications

The receiving date for formal notifications made through the EES will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed.

4.5 **Communication via email**

When communicating via e-mail, the parties shall send their messages to the email addresses indicated in Article 2 of the special conditions.

4.5.1 Date of communications via email for other than formal notifications

Without prejudice to Article 4.5.2. below and Point 31.3 of Annex I to the FR, notifications via email are generally considered to have been made and the email is deemed to have been received by the receiving party on the date of dispatch of that e-mail, if it is sent to the email address indicated in Article 2 of the special conditions and does not have characteristics that could reasonably prevent its proper delivery (such as sending extremely voluminous e-mails that can be blocked for their size or emails containing elements that the majority of the spam filers would block). The sending party must be able to prove the date of dispatch. If the sending party sends the email to the email address indicated in Article 2 of the special conditions and receives a non-delivery report, it must make every reasonable effort to ensure that the other party receives the communication.

4.5.2 Date of communications via email for formal notifications

Formal notifications by email are considered to have been received on the date of dispatch of a return email expressly or impliedly acknowledging receipt. In case no such email is received by the party who sent the formal notification within 10 days, the formal notification should be re-sent via courier service with proof of delivery or registered post (see Article 4.6.2 below).

4.6 Communication via mail

As a rule, mail is used by way of exception for formal notifications and as alternative means of communication when the other means are not available.

When communicating via mail, the parties should send their letters to the postal addresses indicated in Article 2 of the special conditions.

4.6.1 Date of communications via mail for other than formal notifications

Without prejudice to Article 116 of the Financial Regulation, notifications via mail are generally considered to have been made at the date of receipt by the receiving party.

A receiving party cannot make use of its own refusal to be informed of the communication in order to render it ineffective.

Invoices sent to the contracting authority via mail are deemed to be received on the date when they are registered by the authorised department of the authorising officer responsible.

4.6.2 Date of communications via mail for formal notifications

Formal notifications by courier service with proof of delivery are considered to have been received on the date indicated in the proof of delivery. Formal notifications by registered post with proof of delivery are considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

ARTICLE 5 ASSIGNMENT

5.1 An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.

5.2 The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or

b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.

5.3 For the purpose of Article 5.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.

5.4 If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36. Accordingly, the assignor will remain jointly and severally bound with the assignee vis-à-vis the contracting authority.

5.5 Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 6 SUBCONTRACTING

6.1 A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.

6.2 The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.

6.3 Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.

6.4 No subcontract creates contractual relations between any subcontractor and the contracting authority.

6.5 The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the contractor, its agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the contractor of any of its obligations under the contract.

6.6 If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the contractor in respect of the supplies provided by the subcontractor, the contractor must, at any time after the expiration of the warranty period, transfer immediately to the contracting authority, at the contracting authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7 If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

6.8 If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself. The contractor bears the costs of such replacement.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 7 SUPPLY OF DOCUMENTS

7.1 Save where otherwise provided in the special conditions, within 30 days of the signing of the contract, the contracting authority shall provide the contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other contract documents. The contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon final acceptance, the contractor shall return to the contracting authority all drawings, specifications and other contract documents.

7.2 The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.

7.3 The contracting authority shall notify the contractor of the name and address of the project manager.

7.4 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the contracting authority shall not be used or communicated to a third party by the contractor without the prior consent of the contracting authority.

7.5 The project manager shall have authority to issue to the contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

7.6 The special conditions must indicate the procedure used, if necessary, by the contracting authority and the project manager to approve drawings and other documents provided by the contractor.

ARTICLE 8 ASSISTANCE WITH LOCAL REGULATIONS

8.1 The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the contractor in the performance of its

obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.

8.2 The contractor shall duly notify the contracting authority of details of the supplies so that the contracting authority can obtain the requisite permits or import licences.

8.3 The contracting authority will undertake to obtain, in accordance with the special conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.

8.4 Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 9 GENERAL OBLIGATIONS

9.1 The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice, the highest quality standards, the state of the art in the industry and the provisions of the contract (in particular the tender documents/specifications and the terms of its tender).

9.2 The contractor shall, in accordance with the provisions of the contract, supply (deliver, unload, commission) the supplies and carry out any other work including the remedying of any defects in the supplies. The supply may include, as an incidental matter, siting and installation operations. The contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.

9.3 The contractor shall comply with administrative orders given by the project manager. Where the contractor considers that the requirement of an administrative order goes beyond the scope of the contract, it shall, give notice with reasons to the project manager. If the contractor fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.

9.4 The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.

9.5 The contractor shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependants of such laws and regulations.

9.5 bis The contractor must ensure the application of any relevant measure pursuant to Regulation (EU, Euratom) 2020/2092 of the European Parliament and of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget, including when sub-contracting any part of the services under the present contract.

9.6 Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by

the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.

9.7 Subject to Article 9.9, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its –personnel the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.

9.8 If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

9.9 Save where the European Commission requests or agrees otherwise, the contractor shall take all relevant measures to ensure the highest visibility to the financial contribution of the European Union. Additional communication activities required by the European Commission are described in the Special Conditions. All visibility and, if applicable, communication activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility and, if applicable, communication requirements set out in this Article and in the special conditions. Failure to perform the obligations set out in this article and in the special conditions can constitute a breach of contract in the sense of Article 35 of these general conditions, and can lead to corresponding measures taken by the contracting Authority, including suspension of payment and/or a reduction of the final payment in proportion of the seriousness of the breach of obligations.

9.10 Any records shall be kept for a five year period after the final payment made under the contract. The contractor must keep all original documents stored on any appropriate medium. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

9.11 The contractor shall inform the contracting Authority of any change in their postal and electronic addresses. This obligation shall continue to apply in the period of five years following the payment of the balance or, in the absence of such payment, the transaction. This period shall be three years where the funding is of an amount lower than or equal to EUR 60 000.

Article 9a Code of conduct

9a.1 The contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the contracting authority. It shall not commit the contracting authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical

standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards he shall report in writing within 30 days to the contracting authority

9a.2 The contractor and its personnel shall respect human rights and applicable data protection rules.

9a.3 The contractor shall respect environmental legislation applicable in the country where the supplies have to be delivered and internationally agreed core labour standards, i.e. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these conventions:

- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

9.a.4 The contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

9.a.5 The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its personnel must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

9a.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The European Commission may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

9a.7 The contractor or any of its subcontractors must commit to and ensure the respect of the basic EU values, such as respect for the human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of the minorities.

9a.8 The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 35 of the General Conditions. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application

of administrative sanctions including exclusion from participation in future contract award procedures.

Article 9b Conflict of interest and professional conflicting interest

9b.1 The contractor shall take all necessary measures to prevent or end any situation of conflict of interest or professional conflicting interest that could compromise the impartial and objective performance of the contract. A conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. A professional conflicting interest could arise when the contractor's previous or ongoing professional activities affect its capacity to perform the contract to an appropriate quality standard. Any conflict of interests or professional conflicting interest, which may arise during performance of the contract shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

9b.2 The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken by the contractor to rectify the situation within a specific deadline, if necessary. The contractor shall ensure that its personnel, including its management, is not placed in a situation which could give rise to conflict of interests or professional conflicting interests. Without prejudice to its obligation under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its personnel exposed to such a situation.

9b.3 The contractor shall refrain from any contact which would compromise its independence or that of its personnel.

9b.4 The contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.

9b.5 The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stage of the project does not constitute unfair competition, he may participate, subject to prior approval of the contracting authority.

ARTICLE 10 ORIGIN

10.1 Under the Multiannual Financial Framework 2014-2020 (contracts/lots below EUR 100 000 under CIR) and under the Multiannual Financial Framework 2021-2027, with the exception of the INSC Regulation 2021/948 of 27 May 2021: All goods purchased can originate in any country.

Under the Multiannual Financial Framework 2014-2020 (contracts/lots above EUR 100 000 under CIR and independently of the value for other instruments) and for contracts financed by the INSC Regulation 2021/948 of 27 May 2021 under the Multiannual Financial Framework 2021-2027:

10.2 All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the special conditions.

10.3 The contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.

10.4 The contractor shall document the origin at the time of provisional acceptance. Failure to comply with this obligation may lead, after formal notice, to termination of the contract and/or suspension of payment.

ARTICLE 11 PERFORMANCE GUARANTEE

11.1 The contractor shall, together with the return of the countersigned contract, furnish to the contracting authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the special conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.

11.2 The performance guarantee shall be held against payment to the contracting authority for any loss resulting from the contractor's failure to perform its contractual obligations under the contract.

11.3 The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority.

11.4 The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5 During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, the guarantee shall be replaced. The contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.

11.6 The contracting authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the contracting authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the contracting authority shall notify the contractor stating the nature of the default in respect of which the claim is to be made.

11.7 Unless the special conditions provide otherwise, the performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

ARTICLE 12 LIABILITIES AND INSURANCE

12.1 Liabilities

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of goods.

a) Liability for damage to supplies

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

Compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one

million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

b) Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the contracting authority by the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

c) Contractor's liability in respect of third parties

The contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its personnel, its subcontractors and/or any person for which the contractor is answerable, in the performance of its duties.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defence incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's personnel, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

The contractor shall treat all claims in close consultation with the contracting authority.

Any settlement or agreement settling a claim requires the prior express consent of the contracting authority and the contractor.

d) Liability after delivery and ownership of supplies delivered

Without prejudice to Article 29 (Delivery) and 31 (Provisional acceptance), where the contracting authority is the European Commission acting on behalf and for the account of the Partner Country, the latter will, immediately after provisional acceptance, assume full liability and retain full ownership with regard to the supplies delivered.

12.2 Insurance

a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

The contractor shall ensure that its personnel, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its personnel, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.

b) Insurance – Specific issues

The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 ‘Liabilities’. The contractor shall in particular subscribe a products and after delivery insurance.

Depending on the nature of the contractor's obligations, the contracting authority may require that the carriage of supplies be covered by a ‘transportation’ insurance policy; the conditions of which may be specified in the special conditions, which may also specify

other types of insurance to be taken out by the contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

ARTICLE 13 PROGRAMME OF IMPLEMENTATION OF THE TASKS

13.1 If the special conditions so require, the contractor shall submit a programme of implementation of the tasks for the approval of the project manager. The programme shall contain at least the following:

a) the order in which the contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;

b) the time limits within which submission and approval of the drawings are required;

c) a general description of the methods which the contractor proposes to adopt for executing the contract; and

d) such further details and information as the project manager may reasonably require.

13.2 The special conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the project manager for approval. They may set time limits within which the contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the project manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items.

13.3 The approval of the programme by the project manager shall not relieve the contractor of any of its obligations under the contract.

13.4 No material alteration to the programme shall be made without the approval of the project manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the project manager may instruct the contractor to submit a revised programme in accordance with the procedure laid down in Article 13.

ARTICLE 14 CONTRACTOR'S DRAWINGS

14.1 If the special conditions so provide, the contractor shall submit to the project manager for approval:

a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the special conditions or in the programme of implementation of the tasks;

b) such drawings as the project manager may reasonably require for the implementation of the tasks.

14.2 If the project manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.

14.3 Approved drawings, documents, samples and models shall be signed or otherwise identified by the project manager and shall not be departed from except as otherwise instructed by the project manager. Any contractor's drawings, documents, samples or models which the project manager refuses to approve shall be modified to meet the requirements of the project manager and resubmitted by the contractor for approval. Within 15 days of being notified of the project manager's remarks, the contractor shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the project manager's approval under the same procedure.

14.4 The contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.

14.5 The approval of the drawings, documents, samples or models by the project manager shall not relieve the contractor from any of its obligations under the contract.

14.6 The project manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the contractor's premises.

14.7 Before provisional acceptance of the supplies, the contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the contracting authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the special conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the contracting authority.

ARTICLE 15 SUFFICIENCY OF TENDER PRICES

15.1 Subject to any additional provisions which may be laid down in the special conditions, the contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:

a) the costs of transport;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the contracting authority unless otherwise provided in the special conditions;

c) the cost of documents relating to the supplies where such documents are required by the contracting authority;

d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;

e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;

f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;

g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the contractor from any warranty obligations under the contract;

h) training of the contracting authority's personnel, at the contractor's factory and/or elsewhere as specified in the contract.

15.2 Since the contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

ARTICLE 16 TAX AND CUSTOMS ARRANGEMENTS

16.1 Save where otherwise provided in the special conditions, the terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.

ARTICLE 17 PATENTS AND LICENCES

17.1 Save where otherwise provided in the special conditions, the contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

17.2 All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contractor, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contractor but the contracting authority shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the contract.

17.3 Such licence shall carry the right to grant sub-licences and shall be transferable by the contracting authority to third parties without the consent of the contractor being required.

17.4 All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contracting authority, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contracting authority but the contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the contract.

17.5 Upon and notwithstanding any termination of the contract howsoever arising, as well as after completion of the tasks, the contracting authority shall continue to have the benefit of the licence referred to in Article 17.2, first paragraph.

IMPLEMENTATION OF THE TASKS AND DELAYS

ARTICLE 18 DELIVERY ORDER

18.1 The contracting authority shall fix the date on which delivery of the goods/implementation of the tasks is to commence in the special conditions of the contract.

18.2 Save where the parties agree otherwise, delivery of goods/implementation of the tasks shall begin no later than 90 days following the starting date mentioned in article 3 of the Main Conditions of the contract. Unless this delay results from the contractor default, after that date the contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

ARTICLE 19 PERIOD OF IMPLEMENTATION OF THE TASKS

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

19.2 If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

ARTICLE 20 EXTENSION OF PERIOD OF IMPLEMENTATION OF THE TASKS

20.1 The contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:

a) exceptional weather conditions in the country of the contracting authority which may affect installation or erection of the supplies;

b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;

c) administrative orders affecting the date of completion other than those arising from the contractor's default;

d) failure of the contracting authority to fulfil its obligations under the contract;

e) any suspension of the delivery and/or installation of the supplies which is not due to the contractor's default;

f) force majeure;

g) extra or additional supplies ordered by the contracting authority;

h) any other causes referred to in these general conditions which are not due to the contractor's default.

20.2 If the contractor considers himself to be entitled to any extension of the period of implementation under the contract, the contractor shall

a) give notice to the project manager of its intention to make such a request no later than 15 days after the contractor became aware, or should have become aware of the event or circumstance giving rise to the request.

b) If the contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the contracting authority shall be discharged from all liability in connection with the request; and

c) submit to the project manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the contractor and the supervisor, in order that such request may be investigated at the time.

20.3 Within 30 days from the receipt of the contractor's detailed particulars of the request, the project manager shall by notice to the contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the contractor that it is not entitled to an extension.

ARTICLE 21 DELAYS IN IMPLEMENTATION OF THE TASKS

21.1 If the contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.
Any claim for liquidated damages does not affect (a) the contractor's liability for damages that liquidated damages would not cover, (b) the contracting authority's rights under the contract, nor (c) any other remedy that the contracting authority may have under the contract.

21.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.

21.3 If the contracting authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the contractor:

- seize the performance guarantee; and/or
- terminate the contract,
- enter into a contract with a third party for the provision of the balance of the supplies at the contractor's cost.

ARTICLE 22 AMENDMENTS

22.1 Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the project manager. Substantial amendments to the contract, including amendments to the total contract price, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the practical guide.

22.2 Subject to the limits of the procedure thresholds set in the practical guide, the project manager reserves the right to increase or decrease by an administrative order the quantities per lot or per item by 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation by more than 10% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.

22.3 The project manager shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the contracting authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect, if any, of all such amendments shall be valued in accordance with Article 22.7.

22.4 All administrative orders shall be issued in writing, it being understood that:

a) if, for any reason, the project manager finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;

b) if the contractor confirms in writing an oral order given for the purpose of Article 22.4.a and the confirmation is not contradicted in writing forthwith by the project manager or the contracting authority, the project manager shall be deemed to have issued an administrative order;

c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.

22.5 Save where Article 22.4 provides otherwise, prior to issuing an administrative order, the project manager shall notify the contractor of the nature and form of such amendment. The contractor shall then, without delay, submit to the project manager a written proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks;
- any necessary amendments to the programme of implementation of the tasks or to any of the contractor's obligations resulting from this contract; and

- any adjustment to the total contract price in accordance with the rules set out in Article 22.

22.6 Following the receipt of the contractor's submission referred to in Article 22.5, the project manager shall, where appropriate, after due consultation with the contractor, decide without delay whether or not to accept the amendment. If the project manager accepts the amendment, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's submission referred to in Article 22.5 or as modified by the project manager in accordance with Article 22.7.

22.7 The prices for all amendments ordered by the project manager in accordance with Articles 22.4 and 22.6 shall be ascertained in accordance with the following principles:

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

22.8 On receipt of the administrative order, the contractor shall carry out the requested amendment according to the following principles:

a) The contractor shall be bound by these general conditions as if the amendment requested by administrative order were stated in the contract.

b) The contractor shall not delay the execution of the administrative order pending the granting of any extension of time for completion or adjustment to the total contract price.

c) Where the administrative order precedes the adjustment to the total contract price, the contractor shall keep records of the costs of undertaking the amendment and of the time expended thereon. Such records shall be open to inspection by the project manager at all reasonable times.

22.9 Change of the bank account shall be formalised by means of addendum. The contractor shall notify the contracting authority of any change of bank account, using the identification form in Annex V. The contracting authority shall have the right to oppose the contractor's change of bank account.

22.10 Change of circumstances

Without prejudice to Article 175 of the Financial Regulation, the contract is not subject to modification or termination in case of a change of circumstances rendering performance of the contract excessively more onerous for one of the parties. Each party assumes the risk of such change of circumstances and its financial consequences for themselves.

ARTICLE 23 SUSPENSION

23.1 The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

23.2 The contracting authority may suspend the performance of the contract or any part of it in case of force majeure affecting the performance of the contract.

23.3 Suspension in the event of presumed breach of obligations or irregularities or fraud or in case the contractor becomes subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) that constitute a legal impediment to perform the contract.

23.3bis The contracting authority may also suspend this contract in application of the Regulation (EU, Euratom) 2020/2092 of the European Parliament of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget.

23.4 The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract or whether the contractor is subject to EU restrictive measures. If these are not confirmed, performance of the contract shall resume as soon as possible.

23.5 During the period of suspension, the contractor shall protect and secure the supplies affected at the contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the project manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the project manager.

23.6 Additional expenses incurred in connection with such protective measures may be added to the total contract price, unless:

a) otherwise provided for in the contract; or

b) such suspension is necessary by reason of some breach or default of the contractor; or

c) such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or

d) such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the project manager or the contracting authority or

e) the presumed breach of obligations or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the contractor.

23.7 The contractor shall only be entitled to such additions to the total contract price if it notifies the project manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.

23.8 The contracting authority, after consulting the contractor, shall determine such additions to the total contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority, be fair and reasonable.

23.9 The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract

within 30 days, or terminate the contract. The contracting authority is not entitled to compensation for suspension of any part of the contract, in the event of force majeure.

MATERIALS AND WORKMANSHIP

ARTICLE 24 QUALITY OF SUPPLIES

24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the contracting authority or the project manager for the purposes of identification throughout the period of execution.

24.2 Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the project manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the project manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the contractor. The contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the project manager.

ARTICLE 25 INSPECTION AND TESTING

25.1 The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies. The contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

25.2 The project manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions.

25.3 For the purposes of such tests and inspections, the contractor shall:

a) provide the project manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;

b) agree, with the project manager, on the time and place for tests;

c) provide access to the project manager at all reasonable times to the place where the tests are to be carried out.

25.4 If the project manager is not present on the date agreed for tests, the contractor may, unless otherwise instructed by the project manager, proceed with the tests, which shall be deemed to have been made in the project manager's presence. The contractor shall immediately send duly certified copies of the test results to the project manager, who shall, if it has not attended the test, be bound by the test results.

25.5 When components and materials have passed the above-mentioned tests, the project manager shall notify the contractor or endorse the contractor's certificate to that effect.

25.6 If the project manager and the contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The project manager or the contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert selected by common consent. All test reports shall be submitted to the project manager, who shall communicate the results of these tests without delay to the contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the party whose views are proved wrong by the retesting.

25.7 In the performance of their duties, the project manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

ARTICLE 26 GENERAL PRINCIPLES

26.1 Payments shall be made in euro or national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the general conditions.

26.2 Payments shall be made to the bank account mentioned in Article 4 of the main conditions. Any change of the bank account shall be made in accordance with Article 22.9 of these general conditions.

26.3 Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the contracting authority or, if no invoice is required, within 30 days of the signature of the contract signed by both parties.

26.4 The invoice must contain the contractor's identification data, the amount, the currency and the date, as well as the contract reference. The invoice must indicate the place of taxation of the contractor for value added tax (VAT) purposes and must specify separately the taxable amount per rate or exemption, the VAT rate applied and the VAT amount payable. The invoice shall not be admissible if one or more essential requirements are not met.

26.5 When the contracting authority is the European Commission, it is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union and Article 151, §1 of the Directive 2006/112/CE. As referred to in Annex V, the contractor must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT.

26.6 Final payment shall be made within 60 days from the date on which an invoice is registered by the contracting authority, together with the request for provisional acceptance as per article 31.2 and, if applicable, Annex V-VAT instructions indicating the group members' shares for VAT purposes. The date of payment shall be the date on which the paying account is debited.

26.7 When the invoice is sent to the contracting authority via email, the reception date must be considered as the date on which the invoice is registered after reception in the functional mailbox of the contracting authority. The functional mailbox in which the invoices are to be sent, should be provided in the contract.

26.8 The period referred to in article 26.3 may be suspended by notifying the contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not

be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.

26.9 The payments shall be made as follows:

a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the special conditions. The pre-financing guarantee shall be provided to the contracting authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;

b) 60% of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance and, if applicable, Annex V-VAT instructions indicating the group members' shares for VAT purposes;

26.10 Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.11 For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing and final payments are subject, shall be as stated in the special conditions.

26.12 The payment obligations of the European Commission under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.

26.13 Unless otherwise stipulated in the special conditions, the contract shall be at fixed prices, which shall not be revised.

26.14 The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority or to the European Commission before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the contractor fail to make repayment within the above deadline, the contracting authority or the European Commission may (unless the contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the contracting authority or to the European Commission may be offset against amounts of any kind due to the contractor. This shall not affect the parties' right to agree

on payment in instalments. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as donor proceed itself to the recovery by any means.

26.15 If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

26.16 Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority or the European Commission may suspend payments as a precautionary measure without prior notice.

26.17 Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late. The measures described in this paragraph may equally be adopted by the European Commission in pursuance of its administrative powers under the Financial Regulation (Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018, OJ-L 193/30.07.2018, p.1).

26.13 bis The contracting authority may suspend payments in application of Regulation (EU, Euratom) 2020/2092 of the European Parliament and of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget.

ARTICLE 27 PAYMENT TO THIRD PARTIES

27.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the contracting authority.

27.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

27.3 In the event of a legally binding attachment of the property of the contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the contracting authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

ARTICLE 28 DELAYED PAYMENTS

28.1 The contracting authority or the European Commission shall pay the contractor sums due in accordance with Article 26.3.

28.2 Once the time-limit referred to in Article 26.3 has expired, the contractor – unless the contractor is a government department or public body in European Union Member State- shall, within two months of receipt of the late payment, receive default interest:

- at the rediscount rate applied by the central bank of the partner country if payments are in the currency of that country ;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline and the date on which the contracting authority's account is debited. However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

28.3 Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the contractor either not to perform the contract or to terminate it, according to Article 37.

ACCEPTANCE AND MAINTENANCE

ARTICLE 29 DELIVERY

29.1 The contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.

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

29.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the special conditions, subject to any amendments subsequently ordered by the project manager or the contracting authority.

29.4 No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.

29.5 Each delivery must be accompanied by a statement drawn up by the contractor. This statement shall be as specified in the special conditions.

29.6 Each package shall be clearly marked in accordance with the special conditions.

29.7 Delivery shall be deemed to have been made when there is written evidence available to both parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the special conditions, have been submitted to the contracting authority. Where the supplies are delivered to an establishment of the contracting authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

ARTICLE 30 VERIFICATION OPERATIONS

30.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

30.2 The project manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the project manager, are not in accordance with the contract;

b) their replacement with proper and suitable supplies;

c) the removal and proper re-installation, notwithstanding any previous test thereof or of any installation which in respect of materials, workmanship or design for which the contractor is responsible, is not, in the opinion of the project manager, in accordance with the contract;

d) that any work done or goods supplied or materials used by the contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.

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

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

30.5 The provisions of Article 30 shall not affect the right of the contracting authority to claim under Article 21, nor shall it in any way release the contractor from any warranty or other obligations under the contract.

ARTICLE 31 PROVISIONAL ACCEPTANCE

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

31.2 The contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 30 days of receipt of the contractor's application either:

- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or

- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall be considered included in the time limit for payments indicated in Article 26.3, unless otherwise specified in the special conditions.

31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the project manager after consultation, where possible, with the contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The contractor shall not invoke

these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.

31.4 If the project manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the contractor shall be entitled to apply for separate certificates for each of the lots.

31.5 In case of partial delivery, the contracting authority reserves the right to give partial provisional acceptance.

31.6 Upon provisional acceptance of the supplies, the contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

31.7 Immediately after provisional acceptance, the contracting authority may make use of all the supplies delivered.

ARTICLE 32 WARRANTY OBLIGATIONS

32.1 The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.

32.2 The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

a) results from the use of defective materials, faulty workmanship or design of the contractor; and/or

b) results from any act or omission of the contractor during the warranty period; and/or

c) appears in the course of an inspection made by, or on behalf of, the contracting authority.

32.3 The contractor shall at its 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 project manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

32.4 If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:

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

b) terminate the contract.

32.5 In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting

authority or the project manager shall as soon as practicable inform the contractor of the action taken.

32.6 The warranty obligations shall be stipulated in the special conditions and technical specifications.

32.7 Save where otherwise provided in the special conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

ARTICLE 33 AFTER-SALES SERVICE

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

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

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

ARTICLE 34 FINAL ACCEPTANCE

34.1 Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the project manager shall issue the contractor a final acceptance certificate and a copy thereof to the contracting authority, stating the date on which the contractor completed its obligations under the contract to the project manager's satisfaction. The final acceptance certificate shall be issued by the project manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the project manager.

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

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

BREACH OF CONTRACT AND TERMINATION

ARTICLE 35 BREACH OF CONTRACT

35.1 Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

35.2 Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

a) damages; and/or

b) termination of the contract.

35.3 Damages may be either:

a) general damages; or
b) liquidated damages.

35.4 Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority or the European Commission is without prejudice to its right under Article 35.2, also entitled to the following remedies:

a) suspension of payments; and/or
b) reduction in price or recovery of payments in proportion to the failure's extent. A reduction in price may be imposed together with liquidated damages for delay in delivery under the conditions of Article 21.

The reduction in price applies, in particular, to cases where the contracting authority cannot approve a document or deliver a certificate of conformity for supply as defined in the contract after the contractor has submitted the required additional information, correction or new supply. The reduction in price is calculated in direct proportion to the difference, upon the time of the signature of the contract, between the value of the unperformed obligations or low quality delivery and the value of the agreed supply.

The contracting authority must formally notify the contractor of its intention to reduce the price and the corresponding calculated amount. The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed. If the contractor submits observations, the contracting authority, taking into account the relevant observations, must notify the contractor (a) of the withdrawal of its intention to reduce the price; or (b) of its final decision to reduce the price and the corresponding amount.

Any reduction in price does not affect the contractor's liability or the contracting authority's rights under Article 36 for damages that the reduction in price would not cover or any other right or remedy that the contracting authority may have under the contract.

35.5 Should the contractor become subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) that constitute a legal impediment to perform the contract, the contracting authority or the European Commission is without prejudice to its right under article 35.2, also entitled to suspension of payments.

35.6 Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

35.7 The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 36 TERMINATION BY THE CONTRACTING AUTHORITY

36.1 The contracting authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.

36.2 Subject to any other provision of these general conditions, the contracting authority may, by giving seven day notice to the contractor, terminate the contract in any of the following cases where:

a) the contractor is in serious breach of contract for failure to perform its contractual obligations;

b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;

c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;

d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;

e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;

f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;

g) any other legal disability hindering performance of the contract occurs;

h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;

i) the contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify or the contractor is subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) that constitute a legal impediment to perform the contract;

j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;

k) the contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF, the EPPO or the Court of Auditors or has resisted an investigation, check or audit;

l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;

m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;

n) the contractor fails to perform its obligation in accordance with Article 9a and Article 9b;

o) the contractor fails to comply with its obligation in accordance with Article 10;

p) the contractor is in breach of the data protection obligations resulting from Article 44 of these general conditions.

q) the Regulation (EU, Euratom) 2020/2092 of the European Parliament and of the Council of 16 December 2020 on a general regime of conditionality for the protection of the Union budget applies.

r) if it is manifest that, at a later date and before such breach becomes effective, the contractor will materially fail to perform the contract in accordance with the tender documents or will be materially in breach of another contractual obligation, unless the contractor provides the contracting authority with sufficient assurances of its future performance.

36.3 The cases of termination under points (e), (i), (j), (k), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

36.4 The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

36.5 The cases under points (e), (i), (j), (k), (l), (m), (n), (p), (q) and (r) may refer also to subcontractors.

36.6 Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, conclude any other contract with a third party, at the contractor's own expense. The contracting authority shall formally notify the contractor of its decision to have the contractor substituted and the grounds for this substitution. Any such substitution does not affect the contractor's liability and is without prejudice to the contracting authority's other rights and remedies, including but not limited to its right to claim damages under Article 35 that the substitution would not cover.

36.7 The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.8 Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.9 The project manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the contractor as at the date of termination.

36.10 In the event of termination, the project manager shall, as soon as possible and in the presence of the contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the contractor and of monies owed by the contractor to the contracting authority as at the date of termination of the contract.

36.11 The contracting authority or the European Commission shall not be obliged to make any further payments to the contractor until the supplies are completed. After the supplies are completed, the contracting authority or the European Commission shall recover from the contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the contractor.

36.12 If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the special conditions.

36.13 Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.14 This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

ARTICLE 37 TERMINATION BY THE CONTRACTOR

37.1 The contractor may, by giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

- fails to pay the contractor the amounts due under any certificate issued by the project manager after the expiry of the time limit stated in Article 28.3; or
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the contractor's breach or default.

37.2 Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.

37.3 In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered.

ARTICLE 38 FORCE MAJEURE

38.1 Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arises after the date of notification of award or the date when the contract becomes effective.

38.2 The term force majeure, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding this contract.

38.3 Force majeure either suspends the performance of the contract as provided for in Article 23 or leads to the termination of the contract as provided for in Article 36. Notwithstanding the provisions of Articles 21 and 36, the contractor shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The contracting authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the contractor for default if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of force majeure.

38.4 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other party and the project manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The contractor shall not put into effect alternative means unless directed so to do by the project manager.

38.5 If the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the project manager.

38.6 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of force majeure persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39 DECEASE

39.1 Where the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.

39.2 Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such proposal.

39.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40 SETTLEMENT OF DISPUTES

40.1 The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

40.2 Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3 In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

40.4 If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41 APPLICABLE LAW

41.1 This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

FINAL PROVISIONS

ARTICLE 42 ADMINISTRATIVE DECISIONS

42.1 Without prejudice to the application of other remedies laid down in the contract, a decision of exclusion from all contracts and grants financed by the EU, may be adopted, after an adversarial procedure in line with the applicable Financial Regulation,, upon the contractor who, in particular,

a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings or has resisted an investigation, check or audit. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;

42.2 In the situations mentioned in Article 42.1, in addition or in alternative to the decision of exclusion, the contractor may also be subject to financial penalties up to 10% of the total contract price.

42.3 Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

42.4 The decision to impose these administrative decisions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 43 VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES

43.1 The contractor shall allow the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the EU bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to five years after the final payment.

43.2 Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

43.3 To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office, of the European Public Prosecutor's Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the contractor must inform the contracting authority of their precise location.

43.4 The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office, of the European Public Prosecutor's Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.

43.5 Failure to comply with the obligations set forth in Article 43.1 to 43.4 constitutes a case of serious breach of contract.

ARTICLE 44 DATA PROTECTION

44.1 Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

44.2 Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data

that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 9.7 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

a) the pseudonymisation and encryption of personal data;

b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

b) likely consequences of the breach;

c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;

b) notify a personal data breach to the European Data Protection Supervisor;

c) communicate a personal data breach without undue delay to the data subject, where applicable;

d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 9.10 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 6 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

* * *

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: "Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar, for two (02) years."

Publication reference: COI/SSA/AO/2025/001

Columns 1-2 should be completed by the contracting authority
Columns 3-4 should be completed by the tenderer
Column 5 is reserved for the evaluation committee

Annex III - the contractor's technical offer

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

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

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

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

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	FOR RCOC (Seychelles)				
1	**Licences renewal for Fortinet 101E Firewalls** Product Type: License Package/Subscription Product Bundle to include at least the following updates and services: - - FortiCare Premium Support - FortiGuard App Control Service - FortiGuard IPS Service - FortiGuard Advanced Malware Protection - FortiGuard Web Filtering Service - FortiGuard Antispam Service Delivery Mode: License Key delivered electronically. Current configuration details: 2 Fortinet 101E firewalls are configured in High Availability (HA) cluster Mode at the centre. With the HA configuration, at any given instance, only 1 of the firewalls of the cluster is in production mode (Active) while the other is in standby mode (Passive). In case of outage of the Active Firewall of the cluster, the Passive one seamlessly and automatically continues to provide all the protection services with same settings and configurations. Bidders are required to take this HA configuration into account while formulating their proposal for this item. In case 2 separate	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	licences renewals are required for each of the firewalls of a cluster, then the same should be included as one bundled package offer for both firewalls of the cluster. Technical documentation: Vendor's technical documentations of the license and services renewal proposed should be included in bidder's offer. Configuration and System update services: The license key(s) should be activated on Fortinet's Fortiguard cloud platform. The current administrative account and existing license details will be provided to the successful bidder. The update services should include update of Firmware OS to the latest version for the current firewall model while ensuring that all configuration parameters and settings are kept unchanged. Threat feeds and IPS should be configured for automatic updates to the firewalls on at least 4 hrs interval basis. The successful bidder would be required to download and document the full configuration details of the firewalls prior to performing the updates. The documentation of the current configuration and settings should be submitted to the IOC for post-update control and commissioning. In case of any changes to the settings of the firewalls which lead to				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	unavailable security services or other related situations, the bidder will be responsible to restore the system back to its current settings and configurations (as documented) at its own cost. The successful bidder would also be required to fully test and ensure that the LAN and WAN environments (including VPN and DMZ, if any) of the centre are being serviced and secured accordingly upon completion of the update tasks. FortiCare support account with Fortinet should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
2	**Licences renewal for Symantec End Point Protection** Product Type: License Package/Subscription for one server and 29 clients (30 in total) Delivery Mode: License Key delivered electronically. Current configuration details: The RCOC uses Symantec Endpoint Protection (SEP) to protect servers (VM's), laptops and desktops in its network against malware, risks,	16			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	and vulnerabilities including known and unknown threats, such as viruses, worms, Trojan horses, and adware. The current SEP installation consists of the following components: - - Management server software which is deployed on a dedicated VM powered by Windows 2019 Server OS; - Console interface which coordinates and manages security policies, client computers, reports, logs, roles and access, administrative functions, and security. - Embedded database to store security policies and events. The update of SEP clients is configured to be updated in remote push mode. <u>Configuration and System update services</u>: The IP address and access credentials to the VM hosting the current SEP installation will be provided to the successful bidder. The successful bidder will be required to update the current SEP version to the latest one, while ensuring that the current configuration parameters and settings of the software are kept unchanged upon completion of the update exercise. Bidders should also take into account that the current SEP has been				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	phased out by Symantec and replaced by Symantec Endpoint Security Enterprise (SEP Enterprise). It is expected that the current version is updated to the latest SEP Enterprise. **Bidders may consider merging this item with Item 10 below and propose one single software version for both centres for costs optimisation.** Additionally, it is required to perform a remote scan of all VM's, desktops and laptops to ensure that the latest anti-virus patterns are loaded/updated on them and also to clean same from any virus infections which could have occurred during the period since the current subscription was expired. SEP support account with Symantec should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
3	**Licences renewal for Symantec Email Gateway for Exchange Server** Product Type: License Package/Subscription for one server and 29 clients (30 in total)	16			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	Delivery Mode: License Key delivered electronically. Current configuration details: The RCOC uses Symantec Email Gateway (SEG) to protect its on premise Exchange Server based Email System. The SEG is configured to cater for on premise email security which in turn caters for inbound and outbound messaging security. It uses Bright Mail antispam filtering engine. The administration and configuration are performed from a single Web-based console, from which the system administrator can manage multiple Messaging Gateways to view trends, attack statistics, and noncompliance incidents. Configuration and System update services: The IP address and access credentials to the VM hosting the current SEG installation will be provided to the successful bidder. The successful bidder will be required to update the current SEG version to the latest one, while ensuring that the current configuration parameters and settings of the software are kept unchanged upon completion of the update exercise. SEG support account with Symantec should be activated. Technical and administrative				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
4	**Licences renewal for Office 365 Enterprise E3** Product Type: License Package/Subscription Delivery Mode: License Key delivered electronically. Configuration and System update services: N/A Office 365 support account with Microsoft should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year	15			
5	**Licences renewal for Veritas Backup Exec V-Ray On-Premise Standard Edition 1 CPU** Product Type: License Package/Subscription Delivery Mode: License Key delivered electronically. Configuration and System update services: The IP address and access credentials to the VM hosting the current Backup Exec installation will be provided to the successful bidder.	6			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	The successful bidder will be required to update the current Backup Exec version to the latest one, while ensuring that the current configuration parameters and settings of the software are kept unchanged upon completion of the update exercise. Backup Exec support account with Veritas should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
6	**Configuration and System Updates Services for RCOC** The configuration and updates services required for each of the above listed Items 1-6 are described in detail in the specifications/requirements for each of the item. All installation, configuration and update tasks would be carried remotely, i.e. there is no need for physical dislocation of technical resources to the RCOC's premises in Seychelles. The IOC will facilitate this exercise.	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	Bidders are required to submit a deployment methodology and plan for the required system configuration and updates requested above. Testing and commissioning reports are mandatory. Submission of licence certificates and keys are mandatory at project completion. Bidders pricing must include all efforts required, including labour, transportation, project management, involvement in technical committees for project implementation follow-up, system testing, acceptance tests, commissioning, etc…				
7	**Annual Support Services for RCOC** Following to the implementation and acceptance of the above requested goods and services, the successful bidder will be required to provide the following services to the RCOC: - - Regular preventive system health and performance checks on the software applications for which licences are being supplied and updated. The frequency of these checks would be every 3 months for the period 1 year following to project completion and acceptance. These checks	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	should be performed by means of remote connections over VPN to the RCOC's systems. Reports should be produced and submitted to the IOC upon completion of each preventive check. Bidders are required to provide details on the list of tasks they intend to perform under this service type. Failure to submit this list will lead to rejection of technical proposal. - Corrective Maintenance requests which are reported on an ad-hoc basis and are triggered following to an identified fault on the concerned applications software. Given that the centre operates on a 24x7x365 basis, this type of service can be requested at any time in the event of a fault or faults being identified in the concerned systems. This service type should to be made available to the RCOC for the period of 1 year following to project completion and acceptance. The service level required for this support service type is as follows: -				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	○ A response time of not more than an hour from a fault report by the RCOC or the IOC; ○ Troubleshooting and repair of faults reported by technical professional(s) within 3 hours from report. It is understood that the troubleshooting will be carried over VPN Connection with the assistance of the in-house administrator as required. ○ In case of complex repairs, then the crucial services to avoid overall outage of IT Services to the users of the centre should be restored within the first 3 hours from report, while others can be restored in a delay not more than an additional 6 hours. Any intervention performed by the technical resources of the successful bidder, whether corrective or preventive, should be recorded				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	on an intervention report and submitted to the RCOC and IOC for record and follow-up. The report should amongst others clearly provide details on the service request made, an identification number for ease of reference and record, date/time, duration of intervention and the corrective measures performed. An intervention is deemed to be completed when the intervention report has been duly accepted by the RCOC and/or IOC. Any recommendations related to the repairs effected on the affected systems should be described in this report Bidders are required to submit their model of the proposed service level agreement (SLA) for the requested support services. The proposed model should be aligned to the requested service level. Failure to submit the model SLA will lead to rejection of technical proposal.				
FOR RMIFC (Madagascar)					
8	**Licences renewal for Fortinet 101E Firewalls** Product Type: License Package/Subscription Product Bundle to include at least the following updates and services: -	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	- FortiCare Premium Support - FortiGuard App Control Service - FortiGuard IPS Service - FortiGuard Advanced Malware Protection - FortiGuard Web Filtering Service - FortiGuard Antispam Service Delivery Mode: License Key delivered electronically. Current configuration details: 2 Fortinet 101E firewalls are configured in High Availability (HA) cluster Mode at the centre. With the HA configuration, at any given instance, only 1 of the firewalls of the cluster is in production mode (Active) while the other is in standby mode (Passive). In case of outage of the Active Firewall of the cluster, the Passive one seamlessly and automatically continues to provide all the protection services with same settings and configurations. Bidders are required to take this HA configuration into account while formulating their proposal for this item. In case 2 separate licences renewals are required for each of the firewalls of a cluster, then the same should be included as one bundled package offer for both firewalls of the cluster Technical documentation:				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	Vendor's technical documentations of the license and services renewal proposed should be included in bidder's offer. <u>Configuration and System update services</u>: The license key(s) should be activated on Fortinet's Fortiguard cloud platform. The current administrative account and existing license details will be provided to the successful bidder. The update services should include update of Firmware OS to the latest version for the current firewall model while ensuring that all configuration parameters and settings are kept unchanged. Threat feeds and IPS should be configured for automatic updates to the firewalls on at least 4 hrs interval basis. The successful bidder would be required to download and document the full configuration details of the firewalls prior to performing the updates. The documentation of the current configuration and settings should be submitted to the IOC for post-update control and commissioning. In case of any changes to the settings of the firewalls which lead to unavailable security services or other related situations, the bidder will be responsible to restore the system back to its current settings and configurations (as documented) at its own cost.				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	The successful bidder would also be required to fully test and ensure that the LAN and WAN environments (including VPN and DMZ, if any) of the centre are being serviced and secured accordingly upon completion of the update tasks. FortiCare support account with Fortinet should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
9	**Licences renewal for Symantec End Point Security Cloud** Product Type: License Package/Subscription Delivery Mode: License Key delivered electronically. Current configuration details: The RMIFC uses Symantec Endpoint Protection Cloud (SEP Cloud) to protect servers (VM's), laptops and desktops in its network against malware, risks, and vulnerabilities including known and unknown threats, such as viruses, worms, Trojan horses, and adware.	44			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	The current SEP Cloud installation consists of the following components: - - Management Console Interface on SEP Cloud for all Servers OS, VM's, desktops, laptops and mobile devices; - Console interface which coordinates and manages security policies, client computers, reports, logs, roles and access, administrative functions, and security. - Embedded database to store security policies and events. The update of SEP Cloud clients is configured to be updated in remote push mode. <u>Configuration and System update services</u>: The IP Address of the VM, administrative account and access credentials details to the SEP Cloud platform hosting the current SEP Cloud installation will be provided to the successful bidder. The successful bidder will be required to update the current SEP Cloud version to the latest one, while ensuring that the current configuration parameters and settings of the software are kept unchanged upon completion of the update exercise. Bidders should also take into account that the current SEP Cloud has been phased out by Symantec and replaced				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	by Symantec Endpoint Security Enterprise (SEP Enterprise). It is expected that the current version is updated to the latest SEP Enterprise. Additionally, it is required to perform a remote scan of all VM's, desktops and laptops to ensure that the latest anti-virus patterns are loaded/updated on them and also to clean same from any virus infections which could have occurred during the period since the current subscription was expired. **Bidders may consider merging this item with Item 2 above and propose one single software version for both centres.** SEP support account with Symantec should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
10	**Licences renewal for Office 365 Enterprise E3** Product Type: License Package/Subscription Delivery Mode: License Key delivered electronically. Configuration and System update services: N/A Office 365 support account with Microsoft should be activated. Technical and	25			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year				
11	**Licences renewal for Red Hat Enterprise 7.5 Premium Edition** Product Type: License Package/Subscription Delivery Mode: License Key delivered electronically. Configuration and System update services: N/A Red Hat Linux support account with Red Hat should be activated. Technical and administrative contacts' details should be submitted to the IOC. Renewal frequency: Annual Duration: 1 Year	8			
12	**Configuration and System Updates Services for RMIFC** The configuration and updates services required for each of the above listed Items 9-17 are described in detail in the	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	specifications/requirements for each of the item. All installation, configuration and update tasks would be carried remotely, i.e. there is no need for physical dislocation of technical resources to the RMIFC's premises in Madagascar. The IOC will facilitate this exercise. Bidders are required to submit a deployment methodology and plan for the required system configuration and updates requested above. Testing and commissioning reports are mandatory. Submission of licence certificates and keys are mandatory at project completion. Bidders pricing must include all efforts required, including labour, transportation, project management, involvement in technical committees for project implementation follow-up, system testing, acceptance tests, commissioning, etc…				
13	**Annual Support Services for RMIFC** Following to the implementation and acceptance of the above requested supplies and services, the successful bidder will be	1			

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	required to provide the following services to the RMIFC: - Regular preventive system health and performance checks on the software applications for which licences are being supplied and updated. The frequency of these checks would be every 3 months for the period 1 year following to project completion and acceptance. These checks should be performed by means of remote connections over VPN to the RMIFC's systems. Reports should be produced and submitted to the IOC upon completion of each preventive check. Bidders are required to provide details on the list of tasks they intend to perform under this service type. Failure to submit this list will lead to rejection of technical proposal. - Corrective Maintenance requests which are reported on an ad-hoc basis and are triggered following to an identified fault on the concerned applications software. Given that the centre operates on a 24x7x365 basis, this type of service can be requested at any time in the event of a fault or faults				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	being identified in the concerned systems. This service type should to be made available to the RMIFC for the period of 1 year following to project completion and acceptance. The service level required for this support service type is as follows: - o A response time of not more than an hour from a fault report by the RCOC or the IOC; o Troubleshooting and repair of faults reported by technical professional(s) within 3 hours from report. It is understood that the troubleshooting will be carried over VPN Connection with the assistance of the in-house administrator as required. o In case of complex repairs, then the crucial services to avoid overall outage of IT Services to the users of the centre should be restored within the first 3 hours from				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	report, while others can be restored in a delay not more than an additional 6 hours. Any intervention performed by the technical resources of the successful bidder, whether corrective or preventive, should be recorded on an intervention report and submitted to the RMIFC and IOC for record and follow-up. The report should amongst others clearly provide details on the service request made, an identification number for ease of reference and record, date/time, duration of intervention and the corrective measures performed. An intervention is deemed to be completed when the intervention report has been duly accepted by the RMIFC and/or IOC. Any recommendations related to the repairs effected on the affected systems should be described in this report Bidders are required to submit their model of the proposed service level agreement (SLA) for the requested support services. The proposed model should be aligned to the requested				

1. Item Number	2. Specifications Required	3. Qty	4. Specifications Offered	5. Notes, remarks, ref to documentation	6. Evaluation Committee's notes
	service level. Failure to submit the model SLA will lead to rejection of technical proposal.				

ANNEXE IV: **Budget breakdown (Model financial offer)**

Nota Bene: All amounts are to be quoted excluding taxes. VAT, if applicable, is to be mentioned separately. Please refer to tender documents, notably the Instructions to tenderers, section 11 Content of tenders.

PUBLICATION RÉFÉRENCE : COI/SSA/AO/2025/001 NAME OF TENDERER: <nom>

A		C	D	E
ITEM NUMBER	QUANTITY FOR EACH	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY [DDP]1	TOTAL [EUR]
FOR RCOC			PLACE OF ACCEPTANCE : EX-COAST GUARD BASE, BOIS DE ROSE, VICTORIA, MAHE, SEYCHELLES [EUR]	
1	01			
2	16			
3	16			
4	15			
5	06			
6	01			
7	01			

For RMIFC			**PLACE OF ACCEPTANCE : Bâtiment RMIFC in front of the « Lycée de la Francophonie » Ankaditoho, Soanierana, 101 Antananarivo, Madagascar [EUR]**	
8	**01**			
9	**44**			
10	**25**			
11	**08**			
12	**01**			
13	**01**			
			Total	

ANNEX V: MODEL PERFORMANCE GUARANTEE[16]

To be completed on paper bearing the letterhead of the financial institution
For the attention of
<name and address of the contracting authority>
refered to below as the 'contracting authority'

Subject: Guarantee No <insert number>

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

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

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

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

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)][17].

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>].
This guarantee shall enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

[16] Guidance on the verification of financial guarantees can be found in chapter 9.1 of the INTPA Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

[17] This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Signature[18]: [*signature*]	Signature[19]: [*signature*]
Name:	Name:
[*function at the financial institution/bank*]	[*function at the financial institution/bank*]

[18] The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. Can be signed using a Qualified Electronic Signature (QES). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

[19] The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. Can be signed using a Qualified Electronic Signature (QES). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Annex VI : Specified forms and other relevant documents

Tax and customs arrangements

Article 31 from Annex IV to the Cotonou Agreement

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.

2. Subject to the above provisions the following shall apply to contracts financed by the Community:

   (a) the contract shall not be subject in the ACP Partner State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;

   (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;

   (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the ACP Partner State in respect of the said equipment;

   (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the ACP Partner State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;

   (e) imports under supply contracts shall be admitted into the ACP Partner State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;

   (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the ACP Partner State; and

   (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the ACP Partner State.

3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

IDENTIFICATION FORM
PRIVATE LAW BODY

PRIVACY STATEMENT https://commission.europa.eu/document/download/2230f5f6-9b83-45f3-b591-3b9258559a34_en?filename=lef_baf_privacy_notice-en.pdf
By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling the form.

ORGANISATION DETAILS
National denomination and its translation in EN or FR if existing.

Official name _____

_____

_____

Business/Trading name _____

Abbreviation _____

Address of Head office

Address _____

Postal code _____ City _____

P.O. BOX _____ Country _____

E-mail _____

ORGANISATION IDENTIFIER

Legal form _____

Organisation type For Profit ☐
Non For Profit ☐ NGO ☐ Yes ☐ No
NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

Main registration number _____
Registration number in the national register of companies. See table with corresponding denominations by country.

Secondary registration number _____
(If applicable)

Place of Main registration _____ Issuing country _____

Date of Main registration _____

VAT number _____

BANKING DETAILS
Enter the final bank data and not the data of the intermediary bank

Account name _____
This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

IBAN/Bank account number _____
Fill in the IBAN code (International Bank Account number) if it exists in the country where your bank is established.

Bank name _____

BIC/SWIFT code _____ Branch code _____
Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.

Remark - Payment reference

1/2

Address of the bank branch

Address _____

Postal code _____ City _____

P.O. BOX _____ Country _____

Account holder's data

Account holder's name _____

Legal owner of the bank account

To complete if the address declared to the bank is different to the head office address

Address _____

Postal code _____ City _____

P.O. BOX _____ Country _____

AUTHORISED REPRESENTATIVE'S SIGNATURE AND STAMP	BANK REPRESENTATIVE'S SIGNATURE AND BANK'S STAMP
Date:	

Please complete and sign this form and attach copies of official supporting documents (Resolution, law, register(s) of companies, official gazette, VAT registration, etc.)

It is preferable to attach a copy of RECENT bank statement. With a bank statement, the stamp of the bank and the signature of the bank's representative are not required. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'IBAN/BANK ACCOUNT NUMBER' and 'BANK NAME'.

ISO CODE	MAIN REGISTRATION NUMBER
AT	Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer
BE	Numéro d'entreprise - Ondernemingsnummer - Unternehmensnummer
BG	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ПИК) Unified Identification Code (UIC)
CY	Αριθμός Εγγραφής Αριθμός Μητρωου
CZ	Identifikační číslo (IČO)
DE	Handelsregister Genossenschaftsregister (Nummer de Firma) Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
DK	Det centrale virksomhedsregister (CVR-nummer)
EE	Registrikood
ES	HOJA number
FI	Yritys-ja yhteisotunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
FR	Immatriculation au Registre de Commerce et de Sociétés (RCS) Système Informatique du Répertoire des Entreprises (SIRENE)
GB	Company number
GR	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ (Γενικού Εμπορικού Μητρώου) Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)
HR	Matični broj subjekta (MBS) Registarski broj Matični broj obrta (MBO) Registarski broj zakladnog uloška
HU	Cégjegyzékszám
IE	Company number Grouping registration number in Ireland
IT	Repertorio Economico Amministrativo (REA)
LT	Kodas
LU	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
LV	Vienotais Reģistrācijas Numurs
MT	Registration number Register of Voluntary Organisation (Identification number)
NL	Kamer van Koophandel (KvK-nummer) Dossiernummer
PL	REGON
PT	Numero de identificaçao de pessoa colectiva (NIPC)
RO	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
SE	Organisationsnummer
SI	Matična številka
SK	Identifikačné číslo (ICO)

ANNEX V

PROCEDURAL RULES ON CONCILIATION AND ARBITRATION OF CONTRACTS FINANCED BY THE EUROPEAN DEVELOPMENT FUND (EDF)

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I — INTRODUCTORY RULES

Article 1

Scope of application

Disputes relating to a contract financed by the European Development Fund (EDF) which, pursuant to the provisions of the general conditions and the special conditions governing the contract, may be settled by conciliation or by arbitration shall be settled in accordance with these procedural rules.

Article 2

Definitions

In these rules, unless the context requires otherwise, the following words and expressions shall have the meaning here assigned to them:

ACP State: a State belonging to the African, Caribbean and Pacific group of States which are signatories to the Convention,

Member State: a Member State of the European Econcomic Community (EEC),

administrative agency: the agency in the ACP State given the function of settling by administrative methods disputes arising under or in connection with contracts to which the contracting authority is a party,

the tribunal: the arbitral tribunal,

appointing authority: the authority agreed by the parties to an arbitration, or in the absence of such agreement, identified by these rules, as the authority to appoint an arbitrator,

contracting authority: the State or the legal person governed by public or private law which concludes the contract or on behalf of which the contract is concluded,

the Convention: the relevant Convention between the ACP States and the EEC,

the Council of Ministers: the ACP-EEC Council of Ministers referred to in the Convention,

the contract: an EDF contract for works, supplies or services,

claimant: the party which commences arbitration proceedings by giving notice to the other party requesting the arbitration and submitting claims,

respondent: the party to the arbitration against whom claims are made,

party: when used in connection with an arbitration, the claimant or respondent in the arbitration.

Article 3

Notice and calculation of time

3.1. Any notice provided by these rules shall be served by registered letter or physically delivered with a request for a dated acknowledgement of receipt in either case. A notice shall be deemed to have been received on the day it is so delivered.

3.2. For the purposes of calculating a period of time under these rules, such period shall begin to run on the day following the day when a notice, communication or proposal, is received. If the last day of such period is an official holiday or a non-working day, at the address mentioned in the notice, communication or proposal, the period shall be extended until the first working day which follows. However, official holidays or non-working days occurring during the running of the period of time shall be included in calculating the period.

Article 4

Exhaustion of internal administrative procedures

4.1. A dispute shall not be referred to arbitration under these rules unless all internal administrative procedures provided by the ACP State for settlement of such disputes have been or are deemed to have been, exhausted. Recourse to administrative proccedings shall be deemed to have been exhausted if no final decision has been issued by the administrative agency within 120 days of the receipt of the initial application for settlement by it.

4.2. In cases where recourse to administrative procedures by an applicant is, due to the absence of such procedures in the ACP State, not possible, a dispute may be referred to arbitration under these rules only after the applicant has given notice of this compliant to the other party, and no meaningful steps have been taken by that other party to remedy or correct the cause of complaint within 120 days after the receipt of the notice.

Article 5

Conciliation

5.1. At any time before a request for arbitration, a person with the right to request the arbitration may request the amicable intervention of the agency financing the contract or the settlement of the dispute by conciliation in accordance with these rules.

5.2. If the parties to the dispute agree, the conciliation shall be conducted by a sole conciliator, otherwise it shall be conducted by a committee of three conciliators.

5.3. To qualify for appointment as conciliator, the person must have the nationality of one of the signatory States of the Convention.

5.4. Where the conciliation is to be conducted by a sole conciliator, the parties to the dispute shall agree on the conciliator. Where the conciliation is to be conducted by a conciliation committee, each of the parties to the dispute shall nominate one of the members of the committee. The third member of the committee who shall be chairman, and who shall be of a nationality other than that of the parties involved, shall be chosen by the other members of the committee.

5.5. The party making a request for conciliation shall notify the other party of the request.

The request shall consist of a statement of the case of the applicant and shall be accompanied by copies of relevant papers and documents. The request shall also contain the name and address of the person proposed or nominated as a conciliator.

5.6. Within 60 days of receipt of the notice of the request, the other party shall notify the applicant whether he is prepared to accept an attempt at conciliation, and in that event to submit to the applicant a reply to the applicant's case. The reply shall also contain the name and address of the person proposed or nominated by the other party as a conciliator.

5.7. Within 30 days of the receipt of the reply, the members of the conciliation committee selected by the parties shall nominate the chairman.

5.8. The proceedings of the conciliator or conciliation committee shall be as informal and expeditious as is compatible with a just and objective settlement of the dispute and shall be based on a fair hearing of each party.

Each of the parties may appear in person or be represented by an agent of his choice.

5.9. After examining the case, the conciliator or conciliation committee shall submit terms of settlement to the parties.

5.10. Should a settlement result, the conciliator or conciliation committee shall draw up and sign a record of the settlement. The record shall be signed by the parties to signify their acceptance thereof. The record of the settlement so signed by the parties shall be binding upon them.

5.11. Copies of the record of settlement so signed shall be given to the parties.

5.12. Should a settlement not result, the parties shall be at liberty to refer their dispute to arbitration under these rules, in which case, nothing that has transpired in connection with the proceedings before the conciliator or conciliation committee shall in any way affect the legal rights of any of the parties at the arbitration.

5.13. No person having sat as a conciliator or a member of a conciliation committee for the settlement of a dispute may be appointed arbitrator for the same matter.

II — THE TRIBUNAL

Article 6

Nationality of arbitrators

To qualify for appointment as an arbitrator, a person must have the nationality of one of the signatory States of the Convention.

Article 7

Number of arbitrators

If the parties agree, the tribunal shall be constituted by one arbitrator only. Such agreement must be reached by the parties within 15 days after receipt by the respondent of the notics commencing the arbitration proceedings as provided for in Article 18. If the parties fail to agree to arbitration by one arbitrator within the time specified, or if they otherwise agree, the tribunal shall be constituted by three arbitrators.

Article 8

Appointment of sole arbitrator

8.1. If a sole arbitrator is to be appointed, the parties shall agree on that arbitrator or upon the appointing authority for making the appointment thereof within 60 days after the commencement of the arbitration proceedings as laid down in Article 18.

8.2. Where:

(a) the parties are unable to agree either on the arbitrator or on the appointing authority within the specified 60 days; or

(b) the appointing authority agreed by the parties refuses to act, or fails to appoint the arbitrator,

within 60 days of receipt of the parties' request therefore,

either party may request the most senior in rank from amongst the judges of the International Court of Justice at the Hague who are nationals of the ACP States and the Member States to exercise the powers of the appointing authority.

Article 9

Appointment of three arbitrators

9.1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who shall be the presiding arbitrator of the tribunal.

9.2. The appointment by each party of an arbitrator shall be made within 60 days from the date of the agreement between the parties that the tribunal be constitued by three arbitrators, or the date when the constitution of the tribunal by a sole arbitrator was, in terms of Article 7.1, excluded.

9.3. If:

(a) within 30 days after the appointment by each party of his arbitrator, the two appointed arbitrators have not chosen the third arbitrator; or

(b) within 30 days after the receipt of the notification of the appointment by one party of an arbitrator the other party has not notified the first party of the arbitrator he has appointed,

the required arbitrator shall upon request by either party, be appointed by the appointing authority.

9.4. The appointing authority shall be agreed by the parties not later than 60 days after the particular failure which gives rise to the need to invoke that authority. If after the expiration of that period an appointing authority has not been agreed by the parties, either party may request the most senior in rank from amongst the judges of the International Court of Justice at the Hague who are nationals of the ACP States and the Member States to exercise the powers of the appointing authority.

Article 10

Appointments by the appointing authority

10.1. When an appointing authority is requested to appoint an arbitrator, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration specified in Article 18.1 and a copy of the contract under or in connection with which the dispute has arisen. The appointing authority may require from either party such information as he deems necessary to fulfil his function.

10.2. Either party may propose names of persons suitable for appointment as arbitrators to the appointing authority. Where such proposal is made, the full names, addresses and nationalities of the persons proposed shall be given, together with a description of their qualifications.

10.3. The appointing authority shall appoint the arbitrator or arbitrators as promptly as possible. In making the appointment, the appointing authority shall:

(a) have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator of a nationality other than the nationalities of the parties, and of high moral standing, who has a recognized competence in the field of law, technical knowledge or finance applicable to the matters in dispute; and

(b) unless both parties agree otherwise, or the appointing authority decides in his discretion that the procedure is not appropriate for the particular case, use the following list procedure:

(i) the appointing authority shall communicate to both parties an identical list containing at least three names of persons qualified for appointment as arbitrators in terms of Articles 6.1 and 10.3 (a);

(ii) within 30 days after the receipt of this list, each party may return the list to the appointing authority after deleting the name or names to which he objects, and numbering the remaining names on the list in the order of his preference. If the list is not returned or no alteration is made in the order in which the names appear in the original list, the names on that list shall be deemed to have been approved by the party concerned in the order in which they appear;

(iii) upon receipt of the list returned by both parties, or after the expiration of the time limit for the return, whichever is the earlier, the appointing authority shall within 30 days appoint the arbitrator from among the names approved or deemed to be approved, on the list and in accordance with the order of preference indicated by the parties;

(iv) if for any reason the appointment cannot be made according to this procedure, the appointing authority may appoint a suitable arbitrator, having due regard to the interest of the parties, the nature of the dispute and, where applicable, the fact that one of the parties is a State.

(c) in all other cases, or in case of disagreement between the other members of the tribunal, by an appointing authority designated or to be designated in accordance with the procedure provided in Article 9.4.

The decision of the authority specified herein shall be final.

Article 11

Challenge of arbitrators

11.1. A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any facts or circumstances likely to give rise to justifiable doubts or suspicion as to his impartiality or independence. A person appointed arbitrator shall disclose such facts or circumstances to the parties unless they have already been informed by him of these circumstances.

11.2. Any arbitrator may be challenged by a party if facts or circumstances exist which give rise to justifiable doubts or suspicion as to his impartiality or competence. However a party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

11.3. A party who intends to challenge an arbitrator shall send a notice of his challenge in writing, stating the reasons therefor to the tribunal, the challenged arbitrator and the other party. The notice shall be sent within 15 days of the constitution of the tribunal or of the appointment of the challenged arbitrator, whichever is later, or within 15 days after the circumstances justifying the challenge become known to the party making the challenge.

11.4. Where a challenge made by one party is agreed by the other party, or where the challenged arbitrator withdraws from office, the authority of that arbitrator in the arbitration proceedings shall forthwith terminate. But neither the agreement of the parties to the challenge, nor the withdrawal from office of the challenged arbitrator, implies an acceptance of the validity of the grounds of the challenge issued.

11.5. If the other party does not agree to the challenge, or if the challenged arbitrator does not withdraw, a decision on the challenge shall be made as follows:

(a) where the appointment of the arbitrator was made by an appointing authority, by that authority;

(b) where the appointment of the arbitrator was not made by an appointing authority, by the other members of the tribunal, if there are such others;

Article 12

Replacement of arbitrator

12.1. In the following cases, a substitute arbitrator shall be appointed in accordance with the procedure laid down in Articles 8,9 and 10 which is applicable to the appointment of the particular arbitrator being replaced:

(a) a challenge to an arbitrator has been agreed to by the other party; or

(b) a challenged arbitrator has withdrawn from office; or

(c) notwithstanding the absence of agreement of the other party, or a refusal by the challenged arbitrator to withdraw, a challenge to an arbitrator is sustained; or

(d) an arbitrator dies during the course of the arbitration proceedings; or

(e) for any other reason, an arbitrator fails to act or it becomes impossible *de jure* or *de facto* for him to perform his functions.

12.2. If an arbitrator is replaced, any hearing held previously may, at the discretion of the tribunal, be repeated, and any decision or order made in the course of the proceedings may be set aside by the tribunal.

III. — **THE ARBITRATION PROCEEDINGS**

Article 13

General provisions

13.1. Subject to these rules, the tribunal may conduct the arbitration in such manner as it considers appropriate.

13.2. The tribunal shall conduct the arbitration as expeditiously and with such due regard for the saving of costs as is consistent with doing justice between the parties. The parties shall be treated with equality, and at any stage of the proceedings each of them shall be given a full opportunity of presenting his case.

13.3. If either party so requests at any stage of the proceedings, the tribunal shall hold hearings for presentation of evidence by witnesses, including

expert witnesses, or for oral argument. In the absence of such a request, the tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

13.4. All documents or information supplied to the tribunal by one party shall at the same time be communicated by that party to the other party. No such document or information may be used in support of a party's case unless there is proof that it has been communicated to the other party.

Article 14

Applicable law and procedural rules

14.1. The tribunal shall apply the law of the State of the contracting authority to the matters in dispute, unless otherwise specified in the contract, in which case the tribunal shall apply the law so specified. In all cases, the tribunal shall decide in accordance with the terms of the contract, and may take into account the usages of the trade applicable to the transaction.

14.2. Where the applicable law is silent on any specific point, the tribunal shall apply the conflict of laws rules resulting from the law applicable to the contract. The tribunal may not decline to make an award on the ground that the law is silent or obscure on the point.

14.3. Notwithstanding the provisions of Articles 5.1 and 14.1, if the parties expressly so authorize the tribunal in the course of the arbitration proceedings, it shall decide as amicable compositor or *ex aequo et bono*.

14.4. The entire arbitration proceedings shall be conducted in accordance with these rules. In the absence of agreement between the parties, any procedural matter which is not provided for in these rules shall be decided by the tribunal, which shall ensure in particular, in such a case, that the principle of equality between the parties is observed.

Article 15

Language of the proceedings

15.1. Arbitrations proceedings shall be conducted and the arbitration award made in the language of the contract, the terms or execution of which gave rise to the dispute.

15.2. The tribunal may order that any documents annexed to the statement of claim or statement of defence, and any other document or exhibit submitted in the course of the proceedings, and which are not drawn up in the language of the proceedings, shall be accompanied by a certified translation into the language of the proceedings.

Article 16

Venue of the proceedings

16.1. Arbitration proceedings shall be conducted in the ACP State in which the contract was awarded or performed. However, the tribunal may, with the agreement of the parties and for good cause, decide to conduct the arbitration in some other place. In deciding on such other place, the tribunal shall have regard to the circumstances of the case, including the costs involved, the convenience of the parties, and the potential adverse effect of the procedural rules of an alternative venue on the parties and the proceedings.

16.2. Subject to Article 16.1, the tribunal may hold some hearings and meetings at any place it deems appropriate, having regard to the circumstances of the case.

16.3. The tribunal may meet at any place it deems appropriate for the inspection of the works, goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.

Article 17

Representation and assistance

The parties may be represented and/or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party and to the tribunal. Such communication must specify whether the person named is appointed for the purpose of representation or assistance.

Article 18

Commencement of arbitration proceedings

18.1. The claimant in an arbitration shall give to the respondent a notice of arbitration. Such notice shall be time-barred unless it is given not later than 90 days after the receipt of the decision closing the final administrative proceedings taken in the ACP State, or, where no such administrative procedures are available, not later than 90 days after the expiry of the 120 days provided for in Article 4.2 for the remedy of a complaint notified to the other party.

18.2. Arbitration proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

18.3. The notice of arbitration shall include the following:

(a) a demand that the dispute be referred to arbitration;

(b) the names and addresses of the parties and their nationality at the time of the notice;

(c) a reference to the contract out of or in relation to which the dispute arises, and the particular clause or clauses in the contract being invoked or challenged;

(d) the general nature of the claim and the amount involved, if any;

(e) the relief or remedy sought;

(f) a brief statement, with dates, of any administrative proceedings or of the notice given of complaints, and the outcome of such steps;

(g) a proposal as to the number of arbitrators (i. e., one or three).

18.4. The notice of arbitration may also include:

(a) the name of the person and/or the authority proposed for appointment as a sole arbitrator and/or appointing authority referred to in Article 8.1;

(b) the notification of the appointment by the claimant of an arbitrator referred to in Article 9.1;

(c) the statement of claim referred to in Article 19.

Article 19

Statement of claim

19.1. Unless the statement of claim was contained in the notice of arbitration, within a time limit to be determined by the tribunal, the claiment shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract shall be annexed thereto.

19.2. The statement of claim, signed and dated by the claiment and/or his duly authorized representative, shall include the following particulars:

(a) the names and addresses of the parties;

(b) a statement of the facts supporting the claim;

(c) the points at issue;

(d) the relief or remedy sought.

The claiment shall either annex to his statement of claim all documents he deems relevant or add a reference to the documents or other evidence he will submit.

Article 20

Statement of defence

20.1. Within a time limit to be determined by the tribunal, the respondent shall communicate his statement of defence in writing to the claiment and to each of the arbitrators.

20.2. The statement of defence shall reply to the particulars of the statement of claim given in compliance with Article 19.2 (b), (c) and (d). The respondent shall either annex to his statement the documents on which he relies for his defence or add a reference to the documents or other evidence he will submit.

20.3. In this statement of defence, or at a later stage in the arbitration proceedings, if the tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract, or rely on a claim arising out of the same contract for the purpose of a set-off.

20.4. The provisions of Article 19.2 shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Article 21

Amendments to the claim or defence

During the course of the arbitration proceedings either party may amend or supplement his claim or defence unless the tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or the undue harm that it would cause to the other party.

Article 22

Pleas to the jurisdiction of the tribunal

22.1. The tribunal shall have the power to rule on objections to its jurisdiction.

22.2. The tribunal shall have the power to determine the existence or the validity of the contract. A decision by the tribunal that the contract is null and void shall not affect the validity of the arbitration clause in the contract or the agreement to submit the dispute to arbitration, and therefore, shall not affect the application of these rules.

22.3. A plea that the tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim. This provision shall also apply to new claims and counter-claims admitted in the course of the proceedings.

22.4. In general, the tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the tribunal may proceed with the arbitration and then rule on such a plea in its final award.

Article 23

Further written statements

The tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and, if so, the manner in which they shall be presented, and shall fix the time limits for communicating such statements.

Article 24

Time limits

The time limits fixed by the tribunal for the communication of written statements (including the statement of claim and statement of defence) shall not, in each case, exceed 45 days. However, the tribunal may extend the time limits if it concludes that an extension is justified.

Article 25

Evidence

25.1. Each party shall bear the burden of proving the fact relied on to support his claim or defence.

25.2. The tribunal may, if it considers it appropriate, require the parties to deliver to the tribunal and to the other party, within such time limit as the tribunal shall decide, a summary of the documents and other evidence which that party offers to present in support of the facts in issue set out in his statement of claim or statement of defence.

25.3. At any time during the proceedings, the tribunal may require the parties to produce documents, exhibits or other evidence within such time limit as the tribunal shall determine.

Article 26

Oral proceedings

26.1. In the event of an oral hearing, the tribunal shall give the parties adequate advance notice of the date, time and place thereof.

26.2. If witnesses are to be heard, each party shall communicate to the tribunal and to the other party, at least 15 days before the hearing, the names and addresses of the witnesses he intends to call, the subjects upon and the languages in which such witnesses will give their testimony.

26.3. The tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least 15 days before the hearing.

26.4. Hearings shall be held in camera unless the parties agree otherwise. The tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The tribunal is free to determine the manner in which witnesses are examined, without prejudice to the right of each party, at its request, to question witnesses presented by the other party.

26.5. Evidence of witnesses may also be presented in the form of sworn written statements signed by them. However, at the request of either party and whit the leave of the tribunal, such witnesses may be heard at a hearing where the parties shall have the opportunity to be present and to question the witnesses.

26.6. The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 27

27.1. At the request of either party, the tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the conservation, preservation or safe-custody of the goods forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods. The tribunal may also order the deposit of a sum of money or the provision of a security to guarantee the whole or any part of the amounts in dispute. In the event of failure to do so, the tribunal shall be entitled to draw such conclusions as may logically be imputed to such failure.

27.2. Such interim measures may be established in the form of an interim award. The tribunal shall be entitled to require security for the costs of such measures.

Article 28

Experts

28.1. The tribunal may appoint one or more independent experts to examine and report to it, in writing on specific issues to be determined by the tribunal. A party shall have the right to object to an expert on the ground of competence and partiality and if such objection is sustained by the tribunal that expert shall withdraw. A copy of the expert's terms of reference, established by the tribunal, shall be communicated to the parties.

28.2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the tribunal for decision.

28.3. Upon receipt of the expert's report, the tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

28.4. At the request of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to question him. At this hearing either party may call expert witnesses in order to testify on the points at issue. The provisions of Article 26 shall apply to such proceedings.

Article 29

Default

29.1. If, within the time limit fixed by the tribunal, the claimant has failed to communicate his statement of claim without showing sufficient cause for such failure, the tribunal shall issue an order for the termination of the proceedings. If, within the time limit fixed by the tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the tribunal shall, after allowing for the particular constraints applying to the respondent, order that the proceedings continue and may make an award even if a defence has by then not been submitted.

29.2. If one of the parties, duly notified under these rules, fails to appear at a hearing, without showing sufficient cause for such failure, the tribunal may proceed with the arbitration.

29.3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established time limit, without showing sufficient cause for such failure, the tribunal may make the award on the evidence before it, taking due account of the failure and the bearing it has on the case.

Article 30

Closure of hearings

30.1. The tribunal may inquire of the parties if they have any further evidence to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearing closed.

30.2. The tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

Article 31

Waiver of rules

A party who refrains from promptly raising an objection to any noncompliance with the provisions of or requirements under these rules shall be deemed to have waived his right to object.

IV. — THE AWARD

Article 32

Decision

32.1. When there are three arbitrators, an award or other decision of the tribunal shall be made by a majority of the arbitrators. However, if there is no majority, the presiding arbitrator shall have a casting vote, but shall give reasons for exercising that vote.

32.2. In the case of questions of procedure, when there is no majority or when the tribunal so authorizes, the presiding arbitrator may decide on his own, subject to review, if any, by the tribunal.

Article 33

Time, scope, form and effect of the award

33.1. The arbitration award shall be made as soon as possible after the hearing or receipt of evidence of the material which the parties wish to put before the tribunal.

33.2. In addition to making a final award, the tribunal shall be entitled to make interim, interlocutory, or partial awards.

33.3. The award shall be made in writing and shall be final and binding on the parties. The parties shall carry out the award without delay. Each ACP State or Member State shall recognize as binding every award made pursuant to these rules and shall ensure that it is enforced in its territory, as if it were a final judgment of one of its own courts or tribunals.

33.4. The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

33.5. An award shall be signed and duly certified by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

33.6. The award may be made public only with the consent of both parties.

33.7. Copies of the award signed and certified by the arbitrators shall be communicated to the parties by the tribunal.

Article 34

Enforcement of the award

34.1. In order to obtain the recognition and enforcement of the award in the territory of a signatory State of the Convention, the party concerned must present a certified copy of the award to the authority which that State has designated for the purpose. The order for enforcement shall be appended to the presented copy without any verification other than that of the authenticity of the copy.

34.2. Each signatory State shall, within 180 days from the entry into force of these rules, inform the Prsident of the Council of Ministers of the authority which it has designated for this purpose and shall keep him informed of any changes. The President of the Council of Ministers will transmit such information to the Secretary General of the ACP General Secretariat and to the President of the Commission without delay.

34.3. The enforcement of the award shall be regulated by the law relating to the enforcement of judgments which is in force in the State in whose territory the enforcement is to be carried out.

Article 35

Settlement or other grounds for termination

35.1. If, before the award is made, the parties agree on a settlement of the dispute by other means, the tribunal shall either issue an order for the termination of the proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an award on the agreed terms. The tribunal is not obliged to give reasons for such an award.

35.2. If, before the award is made, the continuation of the proceedings becomes unnecessary or impossible for any reason other than settlement under Article 35.1, the tribunal shall inform the parties that unless any objection is received within 30 days, it will issue an order terminating the proceedings. Should either party object within the said 30 days, the tribunal shall not issue such an order until it has heard the parties and determined that there are no justifiable grounds for objection.

35.3. Copies of the order for termination of the proceedings or of the award on the agreed terms, signed by the arbitrators, shall be communicated by the tribunal to the parties. Where an award on the agreed terms is made, the provisions of Articles 33.3 and 33.5 to 33.7 shall apply.

Article 36

Interpretation of the award

36.1. Within 60 days after the receipt of the award, either party, with notice to the other party, may request that the tribunal give an interpretation of the award. Where a new issue is discovered after the time limit provided has expired, the 60 days shall run from the date the new issue is discovered, provided that the maximum time limit for a request based on the discovery of a new issue shall not exceed 120 days from the date of the award.

36.2. The interpretation shall be given in writing as soon as possible after the receipt of the request. The interpretation shall from part of the award and the provisions of Article 33.2 to 33.6 shall apply.

Article 37

Correction of the award

37.1. Within 60 days after the receipt of the award, either party, with notice to the other party, may request the tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of a similar nature. The tribunal may within 30 days after the communication of the award make such corrections on its own initiative.

37.2. Such corrections shall be in writing, and the provisions of Article 33.2 to 33.6 shall apply.

Article 38

Additional award

38.1. Within 60 days after the receipt of the award, either party, with notice to the other party, may request the tribunal to make an additional award as to claims presented in the proceedings but omitted from the awards.

38.2. If the tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within 60 days after the receipt of the request.

38.3. When the additional award is made, the provisions of Article 33.2 to 33.6 shall apply.

Article 39

Fees

39.1. The fees of the tribunal shall be reasonable in amount, taking into account the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.

39.2. If an appointing authority has been agreed upon by the parties or designated by these rules, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

39.3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party fixing its costs request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

39.4. In the cases referred to in Articles 39.2 and 39.3, when a party so requests and the appointing authority consents to draw up a proposal for fees, the tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the tribunal concerning the fees.

Article 40

Costs

40.1. The tribunal shall fix the costs of arbitration in its award. The term 'costs' includes only:

(a) the fees of the tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 39;

(b) the travel and other expenses incurred by the arbitrators;

(c) the costs of expert advice and of other assistance required by the tribunal;

(d) the travel and other expenses of witnesses to the extent such expenses are approved by the tribunal;

(e) the costs for legal representation and assistance of the successful pary if such costs were claimed during the proceedings, and only to the extent that the tribunal determines that the amount of such costs is reasonable;

(f) any fees and expenses of the appointing authority.

40.2. Except as provided in Article 40.3, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

40.3. With respect to the costs of legal representation and assistance referred to in Article 40.1 (e), the tribunal,

taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

40.4. When the tribunal issues an order for the termination of the proceedings or makes an award on the agreed terms, it shall fix the costs of arbitration referred to in Article 40.1 in the text of that order of award.

40.5. No additional fees may be charged by a tribunal for interpretation or correction or completion of its award under Articles 36 to 38.

Article 41

Deposit of costs

41.1. The tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in Article 40.1 (a), (b) and (c).

41.2. During the course of the arbitration proceedings, the tribunal may request supplementary deposits from the parties for valid reasons.

41.3. If an appointing authority has been agreed upon by the parties or designated by these rules, and when a party so requests and the appointing authority consents to perform the function, the tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority which may make comments to the tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.

41.4. If the required deposits are not paid in full within 30 days after receipt of the request, the tribunal shall inform the parties in order that one or other of them may make the required payment. If such payment is not made, the tribunal may nevertheless decide to continue with, or order the suspension or termination of, the proceedings.

41.5. After the award has been made, the tribunal shall render an account to the parties of the deposits received and return any unexpended balance to the parties.

PART C

Others informations

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	**Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar, for Two (02) years**	**Publication reference :**	COI/SSA/AO/2025/001

Tender number	Name of tenderer	Is tenderer (consortium) nationality [20] eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Declaration(s) of honour included? (Yes/No)	Other administrative requirements of the tender dossier? (Yes/No/ Not applicable)	Overall decision ? (Accept / Reject)
1									
2									
3									
4									

Chairperson's name	
Chairperson's signature	
Date	

[20] If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible.

EVALUATION GRID

Contract title :	**Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar, for Two (02) years**	**Publication reference :**	COI/SSA/AO/2025/001

Tender No	Name of tenderer	Rules of origin respected? (additional guidance[21]) (Y/N)	Economic & financial capacity? (OK/a/b/…)	Professional capacity? (OK/a/b/…)	Technical capacity? (OK/a/b/…)	Compliance with [22]technical specifications? (OK/a/b/…)	Ancillary services as required? (OK/a/b/…/NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1											
2											
3											
4											

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

[21] Applicable only to contracts financed by a basic act under the MFF 2014-2020 (contracts/lots above EUR 100 000 under CIR and independently of the value for other instruments).

[22] The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

PART D

Tender submission form and Declaration on honour on exclusion criteria and selection criteria

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: COI/SSA/AO/2025/001

Title of contract: **Renewal of licences, updates and support services for the Network Security Systems, OS and Utilities Software Applications of the Regional Coordination of Operations Centre (RCOC), Seychelles and the Regional Maritime Information Fusion Centre (RMIFC), Madagascar for two (02) years**

<Place and date>

A: INDIAN OCEAN COMMISSION

Programme Safe Seas Africa Regional Security Architecture (RMSA) in the Western Indian Ocean - Blue Tower, 5th Floor, Rue de l'Institut, Ebène, Mauritius

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One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers**.** The form must include a signed declaration using the annexed format from each legal entity submitting this tender. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Tenders being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

Capacity-providing entities

An economic operator (i.e. tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **For the purpose of the present tender, the data for this third entity for the relevant selection criterion should be included in a separate document**. Proof of the capacity will also have to be provided when requested by the contracting authority.
With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.
With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED BY (i.e the identity of the tenderer and bank account details)

	Name(s) of tenderer(s)	Official address, postcode, P.O box, city, country	Legal form	VAT number and/or Registration number (if applicable)	Place of main registration [23] (city and country) and date of registration	PIC number [24]
Leader[25]						
Member						
Etc …						

	Account name and account holder name	IBAN/Account number	Currency	BIC/Swift code	Bank name and branch code	Address of bank, P.O box, city, country
Leader[26]						

2 CONTACT PERSON (for this tender)

Name	

[23] In case the tenderer is an individual, mention the nationality of the individual.

[24] PIC number not applicable in indirect management where the Partner Country makes the payments. See section 10, annex c4b.

[25] Add/delete additional lines for members as appropriate. Note that capacity providing entity/ subcontractors are not considered to be a member for the purposes of this tender procedure. Subsequently, the data on capacity providing entities/ subcontractor must not appear in the data related to the economic, financial and professional capacity but on a separate document. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted). Any change in the identity of the leader and/or any consortium members between the deadline for receipt of requests to participate indicated in the contract notice and the award of the contract is not permitted without the prior written authorisation of the contracting authority.

[26] Add only the bank account details of the leader to whom payments under the proposed contract should be made in the event that you are awarded the contract.

Address	
Telephone	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY[27]

Please complete the following table of financial data[28] based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your amounts based on appropriate statements from banks in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	**2 years before last year[29] 2022 €**	**Year before last year 2023 €**	**Last year 2024 €**	**Average[30] €**	**[Past year €]****	**[Current year €]****
Annual turnover[31], excluding this contract						
Current assets[32]						
Current liabilities[33]						
[Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

[27] Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

[28] If this tender form is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

[29] Last year=last accounting year for which the entity's accounts have been closed.

[30] Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

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

[32] A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

[33] A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4 PERSONNEL

Please provide the following personnel statistics for the current year and the two previous years[34].

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields[35]	Overall	Relevant fields [11]	Overall	Relevant fields[11]	Overall	Relevant fields[11]
Permanent personnel[36]								
Other personnel [37]								
Total								
Permanent personnel as a proportion of total personnel (%)	%	%	%	%	%	%	%	%

[34] If this tender is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

[35] Corresponding to the relevant specialisations identified in point 5 below.

[36] Personnel directly employed or otherwise legally contracted by the tenderer on a permanent basis (i.e. under indefinite contracts).

[37] Other personnel directly employed or otherwise legally contracted by the tenderer on a non-permanent basis (i.e. under fixed-term contracts).

5 FIELDS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract of each legal entity making this tender, by using the names of these specialisation as the row headings and the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which the legal entity has significant experience. **Maximum 10 specialisations**.

	Leader	**Member 2**	**Member 3**	**Etc …**
Relevant specialisation 1				
Relevant specialisation 2				
Etc …[38]				

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

6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past 3 years[39] by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender.

Candidates are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. Only the part completed during the reference period will be taken into consideration. This part will have to be supported by documentary evidence (approval of report or deliverable, proof of payment, statement or certificate from the entity which awarded the contract) also detailing its value. If a candidate has implemented the project in a consortium, the part that the candidate has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided if the selection criteria relating to the pertinence of the experience have been used.

Ref # (maximum 15)	**Project title**		…					
Name of legal entity	**Country**	**Overall supply value (EUR)**[40]	**Part supplied by legal entity EUR**	**No of personnel provided**	**Name of client**	**Origin of funding**	**Dates**	**Name of members if any**
…	…	…	…	…	…	…	…	…
Detailed description of supply						**Related services provided**		
…						…		

[39] References must be contracts implemented by the legal entity (or legal entities) submitting the-tender form (with the exception of documented cases of company buyout or universal succession). For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

[40] Amounts actually paid, without the effect of inflation.

7 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed tenderer's declaration using this format.
Additionally, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity providing entity and subcontractor, must submit the declaration on honour on exclusion and selection criteria (Annex 1).

In response to your letter of invitation to tender for the above contract,
we, the undersigned, hereby declare that:

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

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

Lot 1: <description of supplies with indication of quantities and origin>

3 The price of our tender **excluding** spare parts and consumables, if applicable (excluding the discounts described under point 4) is:

Lot 1: <insert price>

4 We will grant a discount of [<…>%], or [<……..>] [in the event of our being awarded lot … and lot … ……].

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

6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the special conditions.

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

8 We are making this tender in our own right [as member in the consortium led by [< name of the leader >] [ourselves]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution]. [We, the tenderer, confirm that where we rely on the capacities of other entities with regard to the criteria relating to economic and financial capacity, we have the written commitment made by the capacity providing entities that they are jointly liable for the performance of the contract.]

9 We undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender

specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

10 We agree to abide by the ethics clauses in Clause 24 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this form.
We confirm that we, including all consortium members, if any, capacity providing entities and subcontractors are not in the lists of EU restrictive measures[41] (www.sanctionsmap.eu) and we understand that our tender may be rejected, if proved the contrary.

11 We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the EU/EDF.

12 We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

13 We fully recognise and accept that if the above-mentioned persons participate despite being in any of the situations listed in Section 2.4.2.1 and Section 2.4.1 of the practical guide or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to exclusion decisions and/or financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the European Commission website in accordance with the Financial Regulation in force.

14 We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data and those of all entities involved in the performance of the contract may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel, to the European Anti-Fraud Office or to the European Public Prosecutor's Office.

15 We agree that any arbitral award resulting from this tender will be published on the European Commission's website after anonymisation.

Yours faithfully

Name and first name: <……>

Duly authorised to sign this tender on behalf of:

<……>

Place and date: <……>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

[41] Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the *EU Sanctions Map*.

ANNEX 1
DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

The undersigned [*insert name of the signatory of this form*], representing:

(*only for natural persons*) himself or herself	(*only for legal persons*) the following legal person:
ID or passport number: ('the person')	Full official name: Official legal form: Statutory registration number**:** Full official address: VAT registration number: ('the person')

A. Declaration on honour on exclusion criteria

The person is not required to fill in this Part A of the declaration (Declaration on honour on exclusion criteria) if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	**Full reference to previous procedure**

I – Situations of exclusion concerning the person

(to be filled in by all involved entities[42])

1) declares that the person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	☐	☐
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	☐	☐

[42] An **"involved entity**" is each economic operator involved in the request to participate/tender. This includes the following four categories of economic operators:
- ✓ sole candidate/tenderer;
- ✓ group members (including group leader) in case of a joint request to participate/tender (consortium);
- ✓ identified subcontractors; and
- ✓ other entities (that are not subcontractors) on whose capacity the candidate/tenderer relies to fulfil the selection criteria.

c)	it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
	(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
	(ii) entering into agreement with other persons with the aim of distorting competition;	☐	☐
	(iii) violating intellectual property rights;	☐	☐
	(iv) unduly influence or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interest involving any financial actors or other persons referred to in Article 61(1) of the EU Financial Regulation;	☐	☐
	(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***	☐	☐
	(vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 TEU, where such misconduct has an impact on the person or entity's integrity which negatively affects or concretely risks affecting the performance of the legal commitment;	☐	☐
d)	it has been established by a final judgement that the person is guilty of any of the following:		
	(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	☐	☐
	(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	☐	☐
	(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
	(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
	(v) terrorist offences or offences related to terrorist activities, as defined in Articles 3 to 12 of Directive 2017/541 of the European Parliament	☐	☐

	and of the Council, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;		
(vi)	child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
e)	it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF), the Court of Auditors or the EPPO;	☐	☐
f)	it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
g)	it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations including those related to working rights, employment and labour conditions, in the jurisdiction of its registered office, central administration or principal place of business;	☐	☐
h)	(*only for legal persons*) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	☐	☐
i)	the entity or person has intentionally and without proper justification resisted an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that the person or entity resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its premises or any other areas used for business purposes, concealing or refusing to disclose information or providing false information.	☐	☐
2)	declares that, for the situations referred to in points (1) (c) to (1) (i) above, in the absence of a final judgement or a final administrative decision, the person is[43]:	YES	NO
(i)	subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	☐	☐
(ii)	subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent	☐	☐

[43]The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 143(1) (a) Financial Regulation are met.

	supervisory body responsible for the verification of the application of standards of professional ethics;		
(iii)	subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
(iv)	subject to information transmitted by Member States implementing Union funds;	☐	☐
(v)	subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	☐	☐
(vi)	informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	☐	☐

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable when 'the person' is a natural person, a Member State or a local authority. In all other cases to be filled in by all involved entities[42].

3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	☐	☐	☐
Situation (1)(d) above (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (1)(e) above (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (1)(f) above (irregularity)	☐	☐	☐
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	☐	☐	☐

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

Not applicable when 'the person' is a natural person, a Member State, a local authority or legal persons with limited liability. In all other cases to be filled in by all involved entities[42].

4) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation***]:	YES	NO	N/A
Situation (a) above (bankruptcy)	☐	☐	☐
Situation (b) above (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – Other Grounds for rejection from this procedure

(to be filled in individually by the sole candidate/tenderer or all members in case of a joint request to participate/tender (consortium))

5) declares that the above-mentioned person:	YES	NO
(a) Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	☐	☐
(b) Has professional conflicting interests which may negatively affect the performance of the contract in accordance with point 20.6 of Annex I of the EU Financial Regulation.	☐	☐
(c) Is the addressee of a decision prohibiting the award of the contract for having received foreign subsidies distorting the internal market adopted by the Commission.	☐	☐

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. The person or entity shall submit remedial measures that have been assessed by an external independent auditor or be considered sufficient by a decision of a national or Union authority. This is without prejudice to the assessment of the panel referred to in Article 145 of the EU Financial Regulation. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

VI–evidence on exclusion criteria

The tender documents set out in detail which involved entities must provide the appropriate evidence to prove that they are not in an exclusion situation referred to in (1) and when the evidence needs to be provided.

The following could serve as evidence:

- For situations described in (1): (a), (c), (d), (f), (g) and (h) above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
Insert as many lines as necessary.	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
Insert as many lines as necessary.	

B. Declaration on honour on selection criteria

In case of a procedure with lots the statements in this part B apply to the lot(s) for which the request to participate/tender is submitted.

I – Selection criteria

Selection criteria applicable to the candidate/tenderer as a whole- Consolidated assessment

(to be filled in ONLY by the sole candidate/tenderer or the group leader in case of a joint request to participate/tender (consortium))

The person, being a sole candidate/tenderer/the group leader of in case of a joint request to participate/tender (consortium), submitting a request to participate/tender for the above procedure

6) declares that the candidate/tenderer, including all members of the group in case of a joint request to participate/tender (consortium), subcontractors and entities on whose capacity the candidate/tenderer intends to rely if applicable:	YES	NO	N/A
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	☐	☐	☐

II - SELECTION CRITERIA –PROFESSIONAL CONFLICTING INTERESTS

(to be filled in by all involved entities)

The person, being a sole candidate/tenderer/ a member of a joint request to participate/tender (consortium)/a subcontractor/ an entity on whose capacity a candidate/tenderer relies to fulfil the selection criteria, submitting/participating in a request to participate/tender for the above procedure:

7) declares that the person	YES	NO
(a) is subject to conflicting interests which may negatively affect the contract performance.	☐	☐

VIII – Evidence on selection criteria

The tender documents set out in detail the evidence and the time frame within which involved entities must provide it in order to prove that the candidate/tenderer fulfils the selection criteria.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority will request the presumed successful tenderer to provide such evidence within a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority and the documents are still up-to-date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
Insert as many lines as necessary.	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
Insert as many lines as necessary.	

C - DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled in by the sole candidate/tenderer or each group member in case of a joint request to participate/tender (consortium))

The person, being a sole candidate/tenderer/a member in case of a joint request to participate/tender (consortium), submitting a request to participate/tender for the above procedure:

8) declares that the person,	YES	NO
(a) has an established debt to the Union, European Atomic Energy Community or an executive agency when the latter implements the Union budget.	☐	☐

D. Declaration on honour on submitted tender

(to be filled in individually by the sole candidate/ tenderer, or the group leader in case of a joint request to participate/tender (consortium))

In case of a procedure with lots the statements in this part D apply to the lot(s) for which the request to participate/tender is submitted.

9) declares that the person:	YES	NO
(a) [has prepared the submitted tender] [undertakes to prepare the tender (if invited to submit a tender)] in complete independence and autonomously from the other tenders submitted within the same procurement procedure.	☐	☐

The person must immediately inform the contracting authority of any changes in the situations as declared.

The person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name Date Signature[44]

[44] *The declaration is to be signed with:*

1. *Electronic signature (recommended option):*

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- *DSS Demonstration validation tool available at* https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation *can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.*
- *EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List:* https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. *Handwritten signature:*

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.