



**GOVERNMENT OF THE COMMONWEALTH OF DOMINICA**

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**Ref.: 9/EDF/CRIP/1/....**

**LETTER OF INVITATION TO TENDER - CCTV**

<Place and date>

< Name and address of potential tenderer >

**Publication Reference: 9<sup>th</sup>/EDF/AAIP/CCTV**

Dear Mr/Ms <Name of contact>

**SUBJECT: INVITATION TO TENDER FOR <Title of contract>**

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

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For full information about procurement procedures please consult the Practical Guide to contract procedures under the 9th European Development Fund, which can be downloaded from the following web page: [http://europa.eu.int/comm/europeaid/tender/index\\_en.htm](http://europa.eu.int/comm/europeaid/tender/index_en.htm).

Any request for clarification must be received by the contracting authority in writing at least 21 days before the deadline for submission of tenders. The Contracting authority will reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If, either on its own initiative or in response to a request from a tenderer, the contracting authority provides additional information on the tender dossier, it will send that information in writing to all tenderers at the same time.

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

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the Instructions to Tenderers before < date and time of deadline, as stated in the procurement notice >. If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

**Yours sincerely,**

< **Name and signature** >

## ***A. INSTRUCTIONS TO TENDERERS***

### **PUBLICATION REFERENCE: 9<sup>th</sup>/EDF/AAIP/CCTV**

**By submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.**

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

### ***I. SUPPLIES TO BE PROVIDED***

The subject of the contract is the delivery, installation, commissioning, maintenance, after-sales service by the Contractor of the following goods:

Closed Circuit Television Cameras at the Melville Hall Airport, Delivered Duty P<sup>1</sup>aid within five (5) months from date of signature of the contract.

- 1.1. 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.
- 1.2. The supplies described must be accompanied by a “lot” of spare parts and/or of consumables. Neither the unit price nor the overall price of the spare parts will figure in the evaluation of the tender, except where the unit price or the number of parts varies substantially between the tenders received. The list of spare parts must be drawn up by the tenderer in the light of his professional experience and taking account of the places of use; it must show the unit prices of the parts, calculated on the basis of Article 11 (below). Nevertheless, the contracting authority reserves the right to alter the list of spare parts; any changes will appear in the contract.
- 1.3. Tenderers are authorised to tender for a variant in addition to the present tender .Bidders are encouraged to submit alternative features that will improve camera functionality, reduce prices and add to the overall success of the system.

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<sup>1</sup> DDP (delivered duty paid) – note that donor funds may not be used to pay VAT and other taxes – the suppliers bid price must be divided into (1) Bid Price excluding VAT and other Taxes and (2) VAT/Other taxes

## 2. TIMETABLE

	DATE	TIME*
<b>Deadline for requesting any clarifications from the contracting authority</b>	September 28 <sup>th</sup> 2007	4:00pm
<b>Clarification meeting / site visit (if any)</b>	September 21 <sup>st</sup> 2007	11:00 am
<b>Last date on which clarifications can be issued by the contracting authority</b>	Friday October 11th 2007	-
<b>Deadline for the submission of tenders</b>	Friday October 19th 2007	4:00 pm
<b>Tender opening session</b>	Friday October 19th 2007	4:10 pm
<b>Notification of award to the successful tenderer</b>	October 30 <sup>th</sup> 2007 <sup>a</sup>	-
<b>Signing of contract</b>	November 9 <sup>th</sup> 2007 <sup>a</sup>	-

\* All times are in the time zone of the country of the contracting authority

<sup>a</sup> Provisional date

## 3. PARTICIPATION

### 3.1. Participation in tendering is open on equal terms to:

- Natural persons, companies or firms or public or semi-public agencies of the ACP States and the Member States,
- Cooperative societies and other legal persons governed by public or private law, of the Member States and/or the ACP States and
- Joint ventures or groupings of companies or firms of ACP States and/or of Member States.

3.2. These conditions apply to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

3.3. These rules apply to:

- a) Tenderers

- b) Members of a consortium;
- c) Sub-contractors.

3.4. Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures under the 9th European Development Fund are excluded from tendering and the award of contracts. Tenderers or candidates found guilty of making false declarations are also liable to financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

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

#### **4. ORIGIN**

4.1. Save where otherwise provided in the Special Conditions, all supplies purchased under a supply contract must originate in the Community and/or the ACP States. In this context, the definition of the concept of "originating products" shall be assessed by reference to the relevant international agreements, especially Protocol 1 included in Annex V of the ACP-EU Partnership Agreement, and supplies originating in the Community shall include supplies originating in the Overseas Countries, Territories and Departments.

4.2. When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

Contractors must present a certificate of origin to the contracting authority when bringing supplies into the ACP State, when provisional acceptance of the supplies takes place or when the first invoice is presented. Which of these options is to apply shall be specified in the contract concerned.

Certificates of origin must be made out by the competent authorities of country of origin of the supplies or supplier and comply with the international agreements to which that country is a signatory.

#### **5. TYPE OF CONTRACT**

5.1. Unit-price

#### **6. CURRENCY**

6.1. Tenders must be presented in Eastern Caribbean Dollar

## **7. LOTS**

This tender procedure is not divided into lots.

## **8. PERIOD OF VALIDITY**

- 8.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2. In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing for an extension of this period of 40 days.
- 8.3. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.
- 8.4. The successful tenderer will be bound by his tender for a further period of 60 days following receipt of the notification that he has been selected.

## **9. LANGUAGE**

- 9.1. The tender and 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.
- 9.2. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

## **10. PRESENTATION OF TENDERS**

Tenders must be **received** before the deadline specified in the letter of invitation to tender. They must include the Tender submission form in part D of this tender dossier and be sent to the following address:

Office of the NAO

6<sup>th</sup> Floor, Financial Centre, Kennedy Ave, Roseau, DOMINICA

Tenders must comply with the following conditions:

- 10.1. All tenders must be submitted in one original, marked “original” and [3] copies signed in the same way as the original and marked “copy”.
- 10.2. All tenders must be received at the office of the NAO before the deadline date and time, Friday October 19th 2007, 4:00 pm by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the National Authorising Officer or his representative.
- 10.3. Technical tenders and financial bids, including annexes and any accompanying documents, must be placed in separate sealed envelopes within a package or outer envelope bearing:
  - a) The above address;
  - b) The reference code of this tender procedure, (i.e., <publication reference>);
  - 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.

## ***11. CONTENT OF TENDERS***

All tenders submitted must comply with the requirements in the tender dossier and comprise:

### **11.1. A technical bid consisting of:**

- a) A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required;
- b) [A list of the manufacturer's recommended spare parts and consumables];
- c) [A proposal for after-sales service over 2 years];
- d) [a training proposal (indicate training needs)];
- e) [Technical bids related to ancillary services].

### **11.2. A financial bid calculated on a basis of [DDP]<sup>2</sup> for the supplies tendered, including if applicable:**

- a) [The costs of commissioning and/or installation];
- b) [Spare parts and consumables for use over 2 years];
- c) [The required maintenance contract];

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<sup>2</sup> DDP (delivered duty paid) – note that donor funds may not be used to pay VAT and other taxes – the suppliers bid price must be divided into (1) Bid Price excluding VAT and other Taxes and (2) VAT/Other taxes

- d) [A training proposal];
- e) [Technical bids related to ancillary services];

- 11.3. The details of the bank account into which payments should be made;
- 11.4. A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin);
- 11.5. Duly authorised signature;
- 11.6. A description of the commercial warranty tendered;
- 11.7. The tender guarantee, for a fixed amount as indicated in the notice of invitation to tender, must be provided according to the model annexed to the tender dossier;
- 11.8. Possible tender for a variant, if authorised by Article 1.4
- 11.9. An electronic version of the financial bid
- 11.10. A description of the firm's qualifications

A sworn statement declaring that the tenderers are not in any of the situations listed in point 2.3.3 of the Practical Guide to contract procedures under the 9th European Development Fund.

## **12. PRICING**

- 12.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the contracting authority, tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:
  - a) For supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture;
  - b) For supplies to be imported into the country of the contracting authority, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.

[To be specified according to the location of the contracting authority and the programme]

- 12.3. The tax and customs rules applicable to supplies shall be those set out in Article 31 of Annex IV to the Cotonou Agreement.
- 12.4. The prices for the contract are fixed and not subject to revision.

### ***13. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS***

The tender dossier should be clear enough to preclude the need for candidates invited to tender to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to the request of 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**:

Name: National Authorising Officer  
Address: 6<sup>th</sup> Floor, Financial Centre, Kennedy Ave, Roseau, Dominica  
Fax: 767 449 9443  
E-mail: edf@cwdom.dm

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 days before the deadline for submission of tenders. No further clarification will be provided after this date.

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

### ***14. CLARIFICATION MEETING / SITE VISIT***

- 14.1. A mandatory information meeting and site visit will be held on September 21st at 11:00 am at the Melville Hall Airport. Interested tenderers are asked to confirm this date with the Office of the NAO to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be communicated - together with any clarifications in response to written requests which are not addressed during the meeting - in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All costs of attending this meeting must be met by the tenderers.
- 14.2. Visits by individual prospective tenderers during the tender period other than this site visit for all prospective tenderers cannot be permitted.

## **15. ALTERATION OR WITHDRAWAL OF TENDERS**

- 15.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals shall be unconditional and shall end all participation in the tendering procedure.
- 15.2. Any notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## **16. COSTS OF PREPARING TENDERS**

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

## **17. OWNERSHIP OF TENDERS**

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

## **18. JOINT VENTURE OR CONSORTIUM**

- 18.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract; each person must sign the tender and shall be jointly and severally liable for the tender and any contract. Those persons shall designate one of their numbers to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the contracting authority.
- 18.2. The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority within the 30 days following the award of the contract. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

## **19. OPENING OF TENDERS**

- 19.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 19.2. The tenders will be opened in public session on Friday October 19th 2007 at 4:10 pm at NAO Conference Room by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3. At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the contracting authority may consider appropriate must be announced.
- 19.4. After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 19.5. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.
- 19.6. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of his tender.
- 19.7. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the contracting authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **20. EVALUATION OF TENDERS**

### **20.1. Examination of the administrative conformity of tenders**

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

Substantial departures or restrictions are those which would affect the scope, quality or implementation of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

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

## 20.2. Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical compliance of each tender, classifying it as technically compliant or non-compliant. Where contracts include after-sales service and/or training, the technical quality of such services may also be evaluated.

20.3. To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.3. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

## 20.4. Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - 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 prevail.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.

## 20.5. Variant solutions

Tenderers must submit a tender in accordance with the requirements of the tender dossier. If the invitation to tender provides for variants to be submitted, the technical specifications and evaluation grid must specify the subject, limits and basic conditions applicable. Should the tenderer wish to submit variant technical proposals, he may do so. **Only variants proposed by the tenderer submitting the lowest technically compliant tender will be considered by the contracting authority.**

Variant solutions must include all the details necessary for their full evaluation, including the proposed drawings, design calculations, technical specifications, price schedule and methods. Any variant solution must comprise:

- (a) An individual tender for the variant solution;
- (b) A demonstration of the advantages of the variant solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages;
- (c) The drawings and specifications provided for in the initial solution which is not affected by the variant solution;
- (d) The drawings and specifications affected by the variant solution;
- (e) A technical note on the design of the variant solution and, where appropriate, drawings and calculations.

The rates and prices quoted in the price schedule must tally with the conditions laid down in the tender documents. [The tenderer must clearly indicate in his variant what additions and subtractions are to be made for each rate and price if the variant and its specific features are accepted by the contracting authority. For

lump-sum contracts, he must include an itemised breakdown of the overall price as modified by the variant solution. For unit-price contracts, he must include a price schedule as modified by the variant solution.]

## **20.6. Award criteria**

For supply contracts also involving services, the sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

Furthermore, tenderers of ACP States who offer supplies of at least 50% in contract value of ACP origin shall be accorded a 15% price preference where tenders of equivalent economic, technical and administrative quality are compared.

Moreover, where two tenders are acknowledged to be equivalent, preference shall be given:

- (a) To the tenderer of an ACP State; or
- (b) If no such tender is forthcoming, to the tenderer who:
  - permits the best possible use of the physical and human resources of the ACP States,
  - offers the greatest subcontracting possibilities to ACP companies, firms or natural persons, or
  - Is a consortium of natural persons, companies and firms from ACP States and the Community.

## **21. SIGNATURE OF THE CONTRACT AND PERFORMANCE GUARANTEE**

- 21.1. Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority with the performance guarantee. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.2. If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 21.3. The performance guarantee referred to in the General Conditions is set at [ %] of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 30 days of the issue of the final acceptance certificate referred to in Article 33 of the General Conditions.

## **22. TENDER GUARANTEE**

The tender guarantee referred to in Article 11 above is set at XCD 5,000.00 and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 90 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected shall be released not later than 60 days after the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

## **23. ETHICS CLAUSES**

- 23.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the contracting authority during the

process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

- 23.2. Without the contracting authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.
- 23.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the contracting authority in any way without its prior written consent.
- 23.5. For the duration of the contract the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 23.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
- 23.7. The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 23.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 23.9. The Contractor must refrain from any relationship likely to compromise his independence or that of his staff. If the supplier ceases to be independent, the contracting authority may, for any injury it suffers as a result, terminate the contract without further notice and without the supplier having any claim to compensation.
- 23.10. The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.
- 23.11. Any tender will be rejected or contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.
- 23.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 23.13. The Contractor must undertake to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out

whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

- 23.14. Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

## **24. CANCELLATION OF THE TENDER PROCEDURE**

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the contracting authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes shall be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no event shall 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 even if the contracting authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the contracting authority to implement the programme or project announced.**

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

# ***DRAFT CONTRACT***

<Name of contracting authority > ("the contracting authority"),

of the one part,

and

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

of the other,

have agreed as follows:

## **CONTRACT TITLE [Contract title]**

**Identification number** [Publication reference]

### **Article 1      Subject**

**1.1**      The subject of the contract is the delivery, installation, commissioning, maintenance, after-sales service by the Contractor of the following goods:

Closed Circuit Television Cameras at the Melville Hall Airport, Delivered Duty P<sup>3</sup>aid within five (5) months from date of signature of the contract.

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<sup>3</sup> DDP (delivered duty paid) – note that donor funds may not be used to pay VAT and other taxes – the suppliers bid price must be divided into (1) Bid Price excluding VAT and other Taxes and (2) VAT/Other taxes

**1.2** The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex [*including any changes under the proposed variant*].

**1.3** The supplies which form the subject of the contract must be accompanied by the spare parts described by the Contractor in his tender and by [the accessories / other items necessary for using the goods over a period of 2 years, as specified in the instructions to tenderer].

**1.4** The place of acceptance of the supplies shall be Melville Hall Airport the time limits for delivery shall be 5 months DDP. The delivery period shall run from the date of the signature of the contract by both Parties to March 31<sup>st</sup> 2008.

## **Article 2 Origin**

All supplies must originate in the Community and/or the ACP States. Contractors must present a certificate of origin to the contracting authority when bringing supplies into the ACP State, [ when provisional acceptance of the supplies takes place or when the first invoice is presented. Which of these options is to apply will be specified in the contract concerned]. [Failure to comply with this condition may result in the termination of the contract].

The definition of the concept of "originating products" shall be assessed by reference to the relevant international agreements,

## **Article 3 Price**

**3.1** The price of the supplies shall be that shown on the financial bid (specimen in Annex III). The total contract price shall be shown in Eastern Caribbean Dollars.

**3.2** The price referred to in Article 3.1 above shall be the sole remuneration owed by the contracting authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.

**3.3** Payments shall be made in accordance with the General Conditions and the Special Conditions.

## **Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions, including the technical annex (Annex II: Technical specifications - Part 1);
- the Contractor's tender, including annexes (Annex II: Technical specifications - Part 2);
- the financial bid (Annex III);
- the General Conditions (Annex I);

- [the minutes of the information meeting/site visit];
- all other contents of the tender dossier.

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

**Article 5      Communications**

Any written communication relating to this contract between the contracting authority and/or the Project Supervisor, on the one hand, and the Contractor on the other must state the contract title and identification number, and must be sent by post, fax, e-mail or by hand following the procedures set out in Article 4 of the Special Conditions.

Done in English in three originals, two originals being for the contracting authority and one original being for the Contractor.

**For the Contractor**

**For the contracting authority**

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

**Endorsed for financing by the Head of Delegation of the European Commission**

Name:

Position:

Signature:

Date:

# ***SPECIAL CONDITIONS***

## **CONTENTS**

These conditions amplify and supplement the General Conditions where necessary. Unless the Special Conditions provide otherwise, the General Conditions referred to above remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the competent Commission departments, other clauses may be introduced to cover special situations.

**For convenience the General Conditions and the Special Conditions are referred to in what follows as GC and SC respectively.**

**Article 1 Definitions**

1.1 Agreement: 9ACP RCA 003

Contracting authority: Ministry of Housing, Lands, Telecommunications, Energy and Ports /(MHLTEP)

State of Contracting authority: Commonwealth of Dominica

Project supervisor: Permanent Secretary/MHLTEP

Project Supervisor's representative: Air Access Improvement Coordinator

National currency: Eastern Caribbean Dollar

**Article 2 Law applicable and language of the contract**

2.1 Law of the Commonwealth of Dominica

2.3 The language used shall be English.

**Article 3 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 contract agreement;
- the Special Conditions, including the technical annex (Annex II: Technical specifications - Part 1);
- the Contractor's tender, including annexes (Annex II: Technical specifications - Part 2);
- the financial bid (Annex III);
- the General Conditions (Annex I);
- [the minutes of the information meeting/site visit];
- the contents of the tender dossier.

**Article 4 Communications**

All communications must be sent to the Permanent Secretary/MHLTEP and simultaneously copied to the National Authorising Officer, and Air Access Improvement Coordinator

**Article 11 Performance guarantee**

11.1 *[State the amount of the performance guarantee]* The amount of the performance guarantee is set at 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Insurance**

Bidders must ensure that the supplies are adequately insured for freight/shipping and transfer on site.

**Article 13 Performance programme**

Bidders are advised to prepare an Implementation Plan detailing how the conduit and other infra-structure will be put in place and how the video cameras, control equipment and other components will be installed.

**Article 18 Commencement order**

18.1 The Contract shall enter into force on the date of its signature by the Contractor. Performance of the contract shall commence as indicated in the letter of notification of award of contract.

**Article 19 Period of performance**

19.1 Five (5) months from date of signature of the contract

**Article 21 Delays in performance**

21.1 The liquidated damages per calendar day shall be set at 1/1000 (one thousandth) of the value of the contract per day of delay or, if the contract is subdivided into phases/lots, of the phase/lot concerned up to 30% (thirty per cent) of the total contract price.

**Article 22 Modifications**

22.1 The contracting authority reserves the right, at the time of contracting, to vary the quantities specified within a range of +/- 10%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 15 % of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

22.8 Contractual variations not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the contracting authority. All contract modifications have to respect the general principles defined in the Practical Guide to contract procedures under the Ninth European Development Fund.

**Article 25 Inspection and testing**

As specified in the Technical Specifications

**Article 27 General payment principles**

27.1 Payments shall be made in:

XCD – Eastern Caribbean Dollars

Payments shall be authorised and made by National Authorising Officer

27.2 Payments shall be made in the following instalments:

a) 60% of the contract price after conclusion of the contract, against provision of the performance guarantee and a security guaranteeing repayment in full of the amount of this payment, as provided in Article 29.3 of the General Conditions. The security shall be released within 60 days of the provisional acceptance of the supplies.

b) 30% of the contract price or of the value of the goods accepted in the case of a partial delivery after provisional acceptance of the supplies.

c) 10% of the contract price, being the balance, upon expiry of the guarantee period and after final acceptance.

However, this payment of 10% may, if the Contractor so wishes, be made at the same time as the 30% instalment referred to in point b) if the Contractor provides a security guaranteeing repayment of the full amount of the 10% balance as provided in Article 30.2 of the General Conditions. The security shall be released unconditionally within 90 days of the final acceptance of the supplies.

**27.3** The European Community's liability for payments under this contract shall end no later than 18 months after the end of the period of performance.

**27.4** The Contractor undertakes to repay to the contracting authority any amounts he has been paid in excess of the final amount due no later than 90 days after such repayment is requested by the contracting authority.

If he fails to repay those amounts by that deadline, the contracting authority may - unless the Contractor is an administration or public body of a Member State of the Community - add late-payment interest to the amounts due as follows:

- At the rediscount rate applied by the issuing institution of the country of the contracting authority where payments are in the currency of the country of the contracting authority;

- At the rate applied by the European Central Bank to its main refinancing transactions in euros where payments are in euros,

- On the first day of the month in which the deadline expired, plus seven percentage points.

The late-payment interest shall apply to the time which elapses between the deadline set by the contracting authority, exclusive, and the date of actual payment, inclusive. Any partial payment shall first cover the interest thus established.

Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges involved in the repayment of sums due to the contracting authority shall be borne entirely by the Contractor.

### **Article 35      Delayed payments**

Late-payment interest shall be calculated as follows:

- at the rediscount rate applied by the issuing institution of the country of the contracting authority where payments are in national currency;

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published monthly in the Official Journal of the European Union, if payments are in euros,

- On the first day of the month in which the deadline expired plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the paying agent's account is debited (inclusive).

**Article 37 Delivery**

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

**Article 39 Provisional acceptance**

As detailed in the Technical Specifications

**Article 40 Warranty**

**40.2** This warranty shall remain valid for [three hundred and sixty days] from the date of delivery or commissioning of all or part of the supplies at the following place of final destination:

**Article 41 After-sales service**

As specified in the Technical Specifications

**Article 44 Termination by the contracting authority**

44.2 This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

44.8 The ceiling provided for in Article 44.8 shall be set at 10% of the value of the contract.

44.2 This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

**Article 45 Termination by the Contractor**

45.3 The ceiling provided for in Article 45.3 shall be set at 10% of the value of the contract.

**Article 48 Dispute settlement**

48.2 The arrangements referred to in Article 48.2 of the General Conditions shall be:

a) The amicable dispute-settlement procedure shall be initiated when one party notifies the other of the dispute and proposes that it be settled amicably by arrangements to be agreed by the parties in accordance with the provisions of this Article and Article 48 of the GC.

b) The time-limit for implementing the amicable settlement is 30 days after the notification referred to in Article 48.2.a.

The maximum time limit for completing amicable dispute settlement shall be 60 days after that notification. The parties may agree to extend this time limit by a maximum of 60 days.

c) The time limit referred to in Article 48.2.c of the General Conditions for responding to a request shall be eight days from receipt of that request. If the time limit is not met, a reminder shall be sent by the party that lodged the request. If there is no response to this reminder within eight days of receipt of the reminder, the amicable dispute settlement procedure shall be deemed to have failed.

48.3 The parties may agree that the conciliation procedure referred to in Article 48.3 of the General Conditions shall be the procedure provided for in Article 5 of the procedural rules on conciliation and

arbitration for EDF contracts, as adopted by Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (OJ L 382, 31.12.1990).

If the amicable intervention of the Commission of the European Communities is requested, this request shall not be made until all internal administrative remedies have been exhausted, in accordance with Articles 4 and 5.1 of the abovementioned procedural rules on conciliation and arbitration.

Whether the European Commission's amicable intervention takes the form of an intervention by its Delegation on the spot or by Commission headquarters is a matter for agreement between the parties and the Commission.

#### **Article 49 Ethics clauses**

**49.1** Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.

**49.2** Without the contracting authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

**49.3** This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

**49.4** When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.

**49.5** The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the contracting authority in any way without its prior written consent.

**49.6** For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

**49.7** The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

**49.8** The Contractor and his staff shall maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor in connection with performance of the contract shall be confidential.

**49.9** The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during performance of the contract.

**49.10** The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the contracting authority may, for any injury it suffers as a result, terminate the contract without further notice and without the Contractor having any claim to compensation.

**49.11** The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

**49.12** Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

**49.13** The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

#### **Article 50 Administrative and financial penalties**

**50.1** Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Commission within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. The exclusion period may be increased to three years in the event of a repeat offence within five years of the first infringement.

**50.2** If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

#### **Article 51 Checks and audits by Community bodies**

**51.1** The Contractor accepts that the European Commission, the European Anti-fraud Office (OLAF) and the Court of Auditors of the European Communities may carry out record-based or on-the-spot checks of project implementation and, if necessary, a complete audit based on the accounts and supporting documents and any other documents relating to the financing of the project, at any time up to the end of a period of seven years from the payment of the final balance.

**51.2** The Contractor also accepts that OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other irregularities.

**51.3** To those ends, the Contractor undertakes to provide the staff of the European Commission, OLAF or the Court of Auditors, or their authorised agents, with appropriate rights of access to the sites and premises in which the contract is performed, including access to computer systems, as well as access to all documents and computer files relating to the financial and technical management of

the project, and to take all appropriate measures to facilitate their work. Access by authorised agents of the European Commission, OLAF and the Court of Auditors shall be kept strictly confidential with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be easily accessible and filed in a manner which allows easy verification; the Contractor is obliged to inform the contracting authority of the precise location in which they are kept.

**51.4** The Contractor shall ensure that the rights of the Commission, OLAF and the Court of Auditors to carry out audits, inspections and checks also apply, under the same conditions and in accordance with the rules and procedures set out in this Article, to all sub-contractors and other parties benefiting from the Community funding.

## **Article 52      Visibility**

Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. Those measures must comply with the rules laid down and published by the Commission on the visibility of external operations.

***ANNEX I: GENERAL CONDITIONS FOR SUPPLY CONTRACTS  
FINANCED BY THE EUROPEAN DEVELOPMENT FUND***

**(ACP-EC COUNCIL OF MINISTERS DECISION NO 3/90 OF 29 MARCH 1990)**

## ***ANNEX II:* TECHNICAL SPECIFICATIONS**

**Part 1 - to be specified by the contracting authority in the tender dossier**

**(BOUNDED SEPARATELY)**

**Part 2 - the Contractor's technical offer – to be completed by the Tenderer.**

**Video Cameras**

Qty	Description	Tenderers Offer	Evaluators Comments
2	Wall Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 480 lines, vari-focal, 2.8 – 12.0 mm. <b>Ref: Cameras 1 and 2</b>		
1	Ceiling Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 480 lines, vari-focal, 2.8 – 12.0 mm. <b>Ref: Camera 5.</b>		
2	Ceiling Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 3 and 4</b>		
6	Ceiling Mounted, 1/3" CCD, Interior colour cameras, 480 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 7, 8, 16, 17, 18, and 19.</b>		
1	Ceiling Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 480 lines, vari-focal, 2.8 -12.0 mm <b>Ref: Camera 25</b>		
2	Pole Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 480 lines, vari-focal, 2.5 – 6 mm. <b>Ref: Cameras 37 and 47</b>		

12	Ceiling Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 26, 27, 28, 30, 31, 32, 33, 34, 35, 41, 42, and 46.</b>		
1	Wall Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 24.</b>		
3	Pole Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-focal, 2.5 - 6.0 mm. <b>Ref: Cameras 36, 43 and 44.</b>		
8	Wall Mounted, 1/3" CCD, Interior colour cameras 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 9, 11,12, 13, 14, 21, 22 and 23.</b>		
3	Ceiling Mounted, 1/3" CCD, Interior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 15, 20 and 29.</b>		
1	Tower Mounted, Weatherproof, Pan, Tilt, and Zoom, Low light, colour camera 5.6 – 112 mm. <b>Ref: Camera 38.</b>		
1	Ceiling Mounted, Interior, Pan, Tilt, and Zoom, Low light, colour camera 2.5 – 50 mm. <b>Ref: Camera 10.</b>		
1	Pole Mounted, Weatherproof, Zoom, Low light, colour camera 5 - 110 mm. <b>Ref: Camera 39.</b>		
3	Pole Mounted, Weatherproof, Pan, Tilt, and Zoom, Low light, colour camera 5.6 – 112 mm. <b>Ref: Cameras 40, 45 and 48.</b>		

**Coaxial Cable, Electric Cables and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
2000 ft.	Video Coaxial RG59 U		
5000 ft.	Video Coaxial RG6 U		
150	BNC Connectors		
7000 ft.	3 Core Electric Cable 14 gauge.		
As Req'd	Electrical Fittings		

**Wireless Equipment and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
5	Single Channel Wireless Transmitter/Receiver – 5.8 GHz		
4	PTZ Wireless Controllers		
6	10-foot Masts and Mountings capable of supporting PTZ Cameras		
1	15-foot Metal Tower to support PTZ Camera		

**Digital Video Recorders and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
3	Rack mounted DVR servers 2 GB memory, 16 Video Inputs, 1.6 TB Hard Disk drives, Network Cards, and CD/DVD writer, 2 x 19-inch Flat Monitor, CCTV Keyboard, operating software and DVR applications suite with archiving and backup routines		
1	52-inch Plasma Monitor		
1	Equipment Rack for 3 servers		

**Uninterruptible Power Supplies**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
2	3000 kV UPS with 4 duplex receptacles to protect from power failures, brownouts (Low voltage), sags, power surges, high voltage spikes, switching transients, line noise, frequency variations, and harmonic distortion; one for cameras and one for servers		
1	Electrical Distribution Panel equipped with 48 circuit breakers for the 48 cameras		
1	Electrical Distribution Panel equipped with circuit breakers for the servers		

**Remote Viewing Stations**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
4	Personal Computers with the 1 GB Memory, 80 GB Disk Drives, Network Cards and 19-inch Flat Screen Monitor and Windows XP <sup>®</sup> operating software and Remote Viewing software		

**Local Area Network**

<b>Qty</b>	<b>Description</b>	<b>Tenderers Offer</b>	<b>Evaluators Comments</b>
1	8-Port Fast Ethernet Hub or Switch – 10/100/1000 mbps		
500 ft	10 Base T Cable - UTP		
10	Wall Receptacles		
25	Cable ends		

# ANNEX III: MODEL FINANCIAL BID

Page No [...of...]

PUBLICATION REFERENCE: [.....]

NAME OF TENDERER: [.....]

## Video Cameras

Qty	Description	Unit Cost XCD	Total Cost XCD
2	Wall Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 480 lines, vari-focal, 2.8 – 12.0 mm. <b>Ref: Cameras 1 and 2</b>		
1	Ceiling Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 480 lines, vari-focal, 2.8 – 12.0 mm. <b>Ref: Camera 5.</b>		
2	Ceiling Mounted, 1/3" CCD, Interior colour cameras, Night Vision, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 3 and 4</b>		
6	Ceiling Mounted, 1/3" CCD, Interior colour cameras, 480 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 7, 8, 16, 17, 18, and 19.</b>		
1	Ceiling Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 480 lines, vari-focal, 2.8 -12.0 mm <b>Ref: Camera 25</b>		
2	Pole Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 480 lines, vari-focal, 2.5 – 6 mm. <b>Ref: Cameras 37 and 47</b>		
12	Ceiling Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 26, 27, 28, 30, 31, 32, 33, 34, 35, 41, 42, and 46.</b>		
1	Wall Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 24.</b>		
3	Pole Mounted, 1/3" CCD, Weatherproof, Exterior colour cameras, 370 lines, vari-		

	focal, 2.5 - 6.0 mm. <b>Ref: Cameras 36, 43 and 44.</b>		
8	Wall Mounted, 1/3" CCD, Interior colour cameras 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 9, 11,12, 13, 14, 21, 22 and 23.</b>		
3	Ceiling Mounted, 1/3" CCD, Interior colour cameras, 370 lines, vari-focal, 2.8 -12.0 mm. <b>Ref: Cameras 15, 20 and 29.</b>		
1	Tower Mounted, Weatherproof, Pan, Tilt, and Zoom, Low light, colour camera 5.6 – 112 mm. <b>Ref: Camera 38.</b>		
1	Ceiling Mounted, Interior, Pan, Tilt, and Zoom, Low light, colour camera 2.5 – 50 mm. <b>Ref: Camera 10.</b>		
1	Pole Mounted, Weatherproof, Zoom, Low light, colour camera 5 - 110 mm. <b>Ref: Camera 39.</b>		
3	Pole Mounted, Weatherproof, Pan, Tilt, and Zoom, Low light, colour camera 5.6 – 112 mm. <b>Ref: Cameras 40, 45 and 48.</b>		
			<i>Subtotal</i>

**Coaxial Cable, Electric Cables and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
2000 ft.	Video Coaxial RG59 U		
5000 ft.	Video Coaxial RG6 U		
150	BNC Connectors		
7000 ft.	3 Core Electric Cable 14 gauge.		
As Req'd	Electrical Fittings		
<i>Subtotal</i>			

**Wireless Equipment and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
5	Single Channel Wireless Transmitter/Receiver – 5.8 GHz		
4	PTZ Wireless Controllers		
6	10-foot Masts and Mountings capable of supporting PTZ Cameras		
1	15-foot Metal Tower to support PTZ Camera		
<i>Subtotal</i>			

**Digital Video Recorders and Accessories**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
3	Rack mounted DVR servers 2 GB memory, 16 Video Inputs, 1.6 TB Hard Disk drives, Network Cards, and CD/DVD writer, 2 x 19-inch Flat Monitor, CCTV Keyboard, operating software and DVR applications suite with archiving and backup routines		
1	52-inch Plasma Monitor		
1	Equipment Rack for 3 servers		
<i>Subtotal</i>			

**Uninterruptible Power Supplies**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
2	3000 kV UPS with 4 duplex receptacles to protect from power failures, brownouts (Low voltage), sags, power surges, high voltage spikes, switching transients, line noise, frequency variations, and harmonic distortion; one for cameras and one for servers		
1	Electrical Distribution Panel equipped with 48 circuit breakers for the 48 cameras		
1	Electrical Distribution Panel equipped with circuit breakers for the servers		
<i>Subtotal</i>			

**Remote Viewing Stations**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
4	Personal Computers with the 1 GB Memory, 80 GB Disk Drives, Network Cards and 19-inch Flat Screen Monitor and Windows XP <sup>®</sup> operating software and Remote Viewing software		

**Local Area Network**

<b>Qty</b>	<b>Description</b>	<b>Unit Cost XCD</b>	<b>Total Cost XCD</b>
1	8-Port Fast Ethernet Hub or Switch – 10/100/1000 mbps		
500 ft	10 Base T Cable - UTP		
10	Wall Receptacles		
25	Cable ends		
<i>Subtotal</i>			

**Services**

Services	Cost
Installation, Training, and Commissioning	

**Cost Summary**

Description of Items	Costs XCD
Video Cameras	
Video Cables and Accessories	
Wireless Equipment and Accessories	
Digital Video Recorders	
Uninterruptible Power Supplies	
Remote Viewing Stations	
Local Area Network	
Services	
<b>Total</b>	

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

On behalf of [.....]

[tenderer's stamp and signature]



## ANNEX IV : MODEL PERFORMANCE GUARANTEE

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

Title of contract: < Title of contract >

Identification number: < Publication reference >

We the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*contracting authority 's name and address*] on behalf of [*Contractor's name and address*], the payment of [*10 to 20% of the total value of the contract*], representing the performance guarantee mentioned in Article 11 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

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

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

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission in the State of the contracting authority. In case of a temporary substitution of the Contracting authority by the Commission, any request for payment of the guarantee will only bear the signature of the representative of the Commission, whether the Head of Delegation concerned, or the authorised person at Headquarters level (*this paragraph must be deleted when the Contracting authority is the Commission*)

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

Name: ..... Position: .....

Signature: .....

Date: <Date>

## ANNEX V: MODEL ADVANCE GUARANTEE

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

Title of contract: < Title of contract >

Identification number: <Publication reference >

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*contracting authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount of the advance*], corresponding to the advance mentioned in Article 29 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

The guarantee shall enter into force and take effect from the [*indicate the date of payment of the advance*].

We take note that your release of the guarantee and your advice of release in accordance with Article 29.7 of the General Conditions for supply contracts will follow within 60 days of the provisional acceptance of the supplies or of the date when such acceptance is deemed to have been given under article 39.4 of the said General Conditions.

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission in the State of the contracting authority. In case of a temporary substitution of the Contracting authority by the Commission, any request for payment of the guarantee will only bear the signature of the representative of the Commission, whether the Head of Delegation concerned, or the authorised person at Headquarters level (*this paragraph must be deleted when the Contracting authority is the Commission*)

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

Name: ..... Position: .....

Signature: .....

Date: <Date>

## ANNEX VI: MODEL RETENTION GUARANTEE

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

Title of contract: < Title of contract >

Identification number: <Publication reference >

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*contracting authority 's name and address*] on behalf of [*Contractor's name and address*], the payment of up to [*indicate the amount of the security*], corresponding to 10% (ten percent) of the value of the contract as retention money without dispute, on receipt of a first written request from the beneficiary.

The guarantee shall enter into force and take effect from date of provisional acceptance of the supplies at the latest.

We take note that your release of the guarantee and your advice of release in accordance with article 30.3 of the General Conditions for supply contracts will follow within 90 days of final acceptance of the supplies.

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission in the State of the contracting authority. In case of a temporary substitution of the Contracting authority by the Commission, any request for payment of the guarantee will only bear the signature of the representative of the Commission, whether the Head of Delegation concerned, or the authorised person at Headquarters level (*this paragraph must be deleted when the Contracting authority is the Commission*)

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

Name: ..... Position: .....

Signature: .....

Date: <Date>

## ***C. FURTHER INFORMATION***

### ***GLOSSARY***

***ACP States:*** the African, Caribbean and Pacific States signatories of the ACP-CE Partnership Agreement signed in Cotonou on 23 June 2000.

***Candidate:*** any natural or legal person or group thereof applying to take part in a restricted procedure.

***Commission:*** the European Commission.

***Community:*** the European Community.

***Conflict of interests:*** any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the contracting authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.

***Contracting authority:*** the State or the public or private legal person concluding the contract, as provided for in the financing agreement.

***Contractor:*** the tenderer selected at the end of the procedure for the award of the contract.

***Day:*** calendar day.

***Direct labour operations:*** projects and programmes implemented through public or semi-public agencies or departments of the ACP State or States concerned or by the person responsible for executing the operation.

***EDF:*** the European Development Fund.

***Evaluation committee:*** a committee made up of an odd number of members (at least three) possessing the technical and administrative capacities necessary to give an informed opinion on tenders.

***Framework contract:*** a fixed-term contract for the provision of an undetermined volume of a specific category of services or supplies.

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

***General Regulations:*** the general regulations governing works, supply and service contracts financed by the European Development Fund. They also apply to contracts financed from any future fund under the Cotonou Agreement, save where the ACP-EC Council of Ministers decides otherwise.

**Head of Delegation:** the representative of the Commission in the ACP States.

**Hybrid contract:** a contract between the contracting authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services

**Member State:** Member State of the European Community.

**Most economically advantageous tender:** the best tender by the criteria laid down for the contract in question, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance, delivery date or performance period, the price or lowest price. These criteria must be published in the procurement notice or stated in the tender dossier.

**Negotiated procedure:** procedure without prior publication of a procurement notice, in which the contracting authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them (see points 10.1.2., 14.1.2, 14.2.2 and 19.1.2 of the General Regulations).

**Open procedure:** procedure in which any natural or legal person or group thereof may submit a tender in response to a procurement notice.

**Relevant media:** publication in the Official Journal of the European Union and on the Internet is obligatory for all contracts covered by the General Regulations. Publication in the official journals of the ACP States and, if need be, specialised publications is necessary.

**Restricted procedure:** procedure in which, after publication of a procurement notice, only candidates invited by the contracting authority may submit a tender.

**Simplified procedure:** procedure without prior publication of a procurement notice, in which only candidates invited by the contracting authority may submit tenders.

**Special Conditions:** the special conditions laid down by the contracting authority as an integral part of the tender dossier, including amendments to the General Conditions, clauses specific to the contract, the terms of reference (for a service contract) or technical specifications (for a supply or works contract) and any other point regarding the contract.

**Study contract:** a service contract between a service provider and the contracting authority concerning, for example, identification and preparatory studies for projects, feasibility studies, economic and market studies, technical studies, evaluations and audits.

**Supply contract:** a contract between a supplier and the contracting authority for the purchase, lease, hire or hire-purchase, with or without an option to buy, of goods. It may also cover such tasks as installation, servicing, repairs, training and after-sales service.

**Technical assistance contract:** a contract between a service provider and the contracting authority under which the service provider exercises an advisory role, directs or supervises a project, provides the experts stipulated in the contract or acts as a procurement agent.

**Tender dossier:** the dossier, either prepared by the Commission and sent to the contracting authority for approval and launching of the procedure (international tenders) or submitted

by the contracting authority for approval to the Head of Delegation before issuing it (all the other tenders) and containing all the documents needed to prepare and submit a tender.

***Tenderer:*** any natural or legal person or group of such persons submitting a tender with a view to concluding a contract.

***Terms of reference:*** the document drawn up by the contracting authority setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be attained.

***Time limits:*** periods which begin to run from the day following the act or event which serves as their starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

***Works contract:*** a contract between a construction firm and the contracting authority for the execution of works or the building of a structure.

## ***ADMINISTRATIVE COMPLIANCE GRID***

<b>Contract title :</b>		<b>Publication reference :</b>	
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Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality eligible? <sup>4</sup> (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 partners, for a consortium)? (Y/N/NA)	Other administrative requirements for tender dossier? (Y/N/NA)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

---

<sup>4</sup> If the tender has been submitted by a consortium, the nationalities of **all** the consortium partners must be eligible

# ***EVALUATION GRID***

Must be completed by each member of the Evaluation Committee.

<b>Contract title :</b>	<b>Publication reference :</b>
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Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Are nationalities of any experts and/or sub-contractors eligible? (Y/N)	Other technical requirements in tender dossier? (Y/N/NA)	Technically compliant? (Y/N)	Notes:

<b>Evaluator's name</b>	
<b>Evaluator's signature</b>	
<b>Date</b>	



## 25. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: < Publication reference >

Title of contract: < Title of contract >

<Place and date>

A: <Name and address of contracting authority >

-----

### 1 SUBMITTED BY

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

\* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)

### 2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

### 3 TENDERER'S DECLARATION(S)

**To be completed and signed by the tenderer (one declaration from each partner in the case of a consortium).**

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [././..]. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reservation or restriction:

*[description of supplies with indication of quantities and origin]*

3 The price of our tender *[excluding the discounts described under point 4]* is:

Lot no 1: [.....]

Lot no 2: [.....]

Lot no 3: [.....]

4 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [././..].

5 If our tender is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 11 of the Special Conditions.

6 Our firm/company *[and our subcontractors]* has/have the following nationality:

[.....]

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

8 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers.

9 We agree to abide by the ethics clauses in Article 23 of the instructions to tenderers and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application.

**10** We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the European Communities.

**11** We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

*[Numbered list of annexes with titles]*

## MODEL TENDER GUARANTEE

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

< Date >

Title of contract: < Title of contract >

Identification number: < Publication reference >

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*contracting authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*amount of the tender guarantee*], without dispute, on receipt of a first written request from the recipient.

The guarantee will enter into force and take effect from the [*submission deadline*].

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

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission in the State of the contracting authority.

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

Name: ..... Position: .....

Signature: .....

Date:

# **FINANCIAL IDENTIFICATION FORM**

**FINANCIAL IDENTIFICATION**

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/> VAT NUMBER <input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/> FAX <input type="text"/>
E - MAIL	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN	<input type="text"/>

**REMARKS :**

<b><u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u></b> (Both Obligatory)
--

<b><u>DATE + SIGNATURE of ACCOUNT HOLDER :</u></b> (Obligatory)
--