



**PROCUREMENT AND CONTRACTING
OFFICE**

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SUPPLY BIDDING DOSSIER

MODIFICATION 1

Sarajevo, 14th June 2021

Our ref.: <HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003>

Dear Mr/Ms,

SUBJECT: INVITATION TO BID FOR SUPPLY AND DELIVERY OF FOOD (LOT 1), WATER (LOT 2) and CONSUMABLE SUPPLIES (LOT 3) to Camp Butmir Sarajevo, Bosnia and Herzegovina

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

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Any request for clarification must be received by the Contracting Authority in writing at least **21 days** before the deadline for submission of bids. The Contracting Authority will reply to bidders' questions at least **11 days** before the deadline for submission of bids. If the Contracting Authority, either on its own initiative or in response to a request from a bidder, provides additional information on the bidding dossier, it will send such information in writing to all bidders at the same time. Costs incurred by the bidders in preparing and submitting the bid proposals will not be reimbursed.

We look forward receiving your bid and the accompanying bid guarantee in the amount of:

- LOT 1 – 16,000.00 EUR
- LOT 2 – 1,600.00 EUR
- LOT 3 – 700.00 EUR
- If applying for two lots bid guarantee amount will be determined by adding above amounts of lots applying for.
- If applying for all three lots – 18,300.00 EUR.

at the address specified in the Instructions to Bidders before or on **Monday, 13 September 2021, at 14:00 hr.** (CET) Sarajevo time.

If you decide to submit a bid, we would be grateful if you could notify us at the following e-mail address, taco@eufor.europa.eu, in order to provide you potential clarifications during the bidding period. If you decide not to submit a bid, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

**Procurement Contracting Office
J8 HQ EUFOR**

A. INSTRUCTIONS TO BIDDERS

PUBLICATION REF.:

HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003

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

1 Supplies to be provided

1.1 The subject of the contract is the, supply and delivery by the Contractor of the following goods:

LOT 1 - The contractor is required to supply frozen, chilled, fresh, dry and canned rations in accordance with the HQ EUFOR/NHQSA Ration Scale and technical specifications to approximately 410 HQ EUFOR/NHQSA personnel in Camp Butmir, 71210 Ilidza, Bosnia and Herzegovina. The contractor must be able to provide truck deliveries direct to unit location (DAP-delivered at place) for all commodities consigned therein. Food deliveries are to be to the designated delivery location, Camp Butmir, 71210 Ilidza, BiH. It is important to note that the feeding strength is not guaranteed and it should be anticipated that feeding strength may be altered at any time during the Bidding process and/or during the proposed contract period.

AND / OR

LOT 2 - The contractor is required to supply bottled drinking water in accordance with the HQ EUFOR/NHQSA technical specifications to Camp Butmir, 71210 Ilidza, Bosnia and Herzegovina. The contractor must be able to provide truck deliveries direct to unit location (DAP-delivered at place). Water deliveries are to be to the designated delivery location, Camp Butmir, 71210 Ilidza, BiH.

AND / OR

LOT 3 - The contractor is required to supply industrial catering consumable items one day per week, to the HQ Camp Butmir Dining Facility, in accordance with the HQ EUFOR technical specification Annex II – LOT 3.

The quantities indicated for LOT1 are estimated monthly, and for LOT 2 and LOT 3 are estimated yearly and are not guaranteed. It should be anticipated that those may be altered at any time during the Bidding process and/or during the proposed contract period.

The contract period will be from December 2021 till 31st December 2022 with the right vested in Contracting Office to extend the duration of the contract on yearly basis until 31st December 2023. The exact date of commencement of the contract will be determined during the award of the contract to the successful bidder(s).

- 1.2 The supplies must comply fully with the Technical Specifications set out in the bidding dossier (Annex II) and conform in all respects with the quantities, models, measurements, quality standards and other instructions.
- 1.3 Bidders are not authorised to bid for a variant solution in addition to the present bid.

2 Timetable

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Authority	23 August 2021	16:00 hr.
Clarification meeting / site visit (if any)	If requested in writing may be organized on 23 August 2021	14:00 hr.
Last date on which clarifications are issued by the Contracting Authority	02 September 2021	16:00 hr.
Deadline for submission of bids	Monday, 13 September 2021	14:00 hr.
Bid evaluation (**)	October/November 2021	-
Notification of award to the successful bidder (**)	November 2021	-
Signature of the contract (**)	December 2021	-

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

** Provisional dates

3. Participation

- 3.1. Participation to this procedure is open on equal terms to all natural and legal persons of the Member States of the European Union, Turkey, Iceland, Liechtenstein, Norway, Albania, Chile, North Macedonia, Mexico, Montenegro, Aruba, Canada, Hong Kong, Israel, Japan, Singapore, South Korea, Switzerland, Chinese Taipei, United States of America, Bosnia and Herzegovina and neighboring countries, in accordance with Part II Article 3 and Part IV Article 3 of the EU Financial Rules applicable for expenditure financed through the European Peace Facility (EPF) operations.
- 3.2. These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned.
- 3.3 Bidders must not be in any of the exclusion criteria indicated in Section 16 of the Instructions to bidders and must have the legal capacity to allow them to participate in this bidding procedure (see Section 16).

4. Type of contract

- 4.1. This contract/s is a Contract Purchasing Agreement (supply contract) with **fixed prices** and remains valid till 31 December 2022, with the possibility to be extended on a yearly basis until maximum 31st December 2023. The prices offered as part of this bid shall remain fixed throughout the contract validity period including extension year, if exercised.
- 4.2. The quantities and total CPA amount are indicative and are in no way guaranteed to be purchased from the contractor under the Contract Purchasing Agreement; HQ EUFOR reserves the right to alter those at any time during the CPA validity.

4.3. A firm purchasing commitment will be generated only when a duly signed call order (annex VII) is issued by HQ EUFOR.

Under the Contract Purchasing Agreement, authorizing Calling Officers will place Call orders, Annex VII, throughout the validity of the CPA and solely for supply and delivery of food items (LOT 1) and/or bottled water (LOT 2) and/or catering consumables items (LOT 3), and at fixed prices, as specified in the CPA, Annex II.

Authorized Calling Officers are specified as such under HQ EUFOR points of contact of this CPA. Call orders shall be valid insofar signed by the Contract Manager specified under HQ EUFOR points of contact of this CPA.

4.4. The prices specified in this CPA are fixed and not subject for revision throughout the validity of the CPA and possible extensions thereof.

5. Currency

Bids must be presented in Euro currency.

6. Lots

6.1 The bidder may submit a bid for LOT 1 and/or LOT 2 and/or LOT 3.

6.2. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The bidder must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will bids for part of the quantities required be taken into consideration. If the bidder is awarded more than one lot, a single contract may be concluded covering all those lots.

6.3. A bidder may include in his bid the overall discount he would grant in the event of some or all of the lots for which he has submitted a bid being awarded. The discount should be clearly indicated for each lot in the Bid Submission Form (Part D) and the Financial Offer (Part B, Annex III).

6.4. Bids will be evaluated and Contracts awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

7. Period of bid validity

7.1. Bidders shall be bound by their bids for a period of 90 days from the deadline for the submission of bids.

7.2. In exceptional cases and prior to the expiry of the original bid validity period, the Contracting Authority may ask bidders in writing to extend this period by 40 days. Bidders that agree to do so will not be permitted to modify their bids. If they refuse, their participation in the bidding procedure will be terminated.

8. Language of bids and procedure

- 8.1. The bids, all correspondence and documents related to the bid exchanged by the bidder and the Contracting Authority must be written in the language of the procedure. The language of this procedure shall be English.
- 8.2. Supporting documents and printed literature furnished by the bidders 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 bid, the language of the procedure will prevail.

9. Submission of bids

- 9.1. Bids must be received before the deadline specified in the letter of invitation to bid. They must include the **Bid submission form in part D** of this bidding dossier and be **sent/delivered** to the following address:

HQ EUFOR
Camp Butmir Sarajevo
71210 Ilidza, Bosnia and Herzegovina

In case the bid is hand delivered before or on the submission deadline indicated; please call the following number, 00387 33 495 729, in order to arrange the hand-over of your bid.

- 9.2. For one, two or all three Lots: Bids must be submitted, ***FOR EACH LOT***, in **one (01) original**, marked "original", **and one (1) copy** signed in the same way as the original and marked "copy".
- 9.3. All bids must be received at HQ EUFOR, Pedestrian gate Butmir Camp Sarajevo, 71210 Ilidza, Bosnia and Herzegovina, before or on **Monday, 13 September 2021 at 14:00 hours**, by registered letter with acknowledgement of receipt or hand delivered against receipt signed by the Contracting Authority or his representative.
- 9.4. All bids, including annexes and all supporting documents, must be submitted in a sealed envelope/package bearing only:
 - a) the above address;
 - b) the reference of the invitation to bid concerned with the indication for the LOT no. (HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003);
 - c) where applicable, the number of the lot(s) applied for;
 - d) the words "Not to be opened before the bid opening session" in the language of the bidding dossier **and** "Ne otvarati prije komisije za dodjelu ugovora" (which is the equivalent in the language of the country where the bid is submitted)
 - e) the name of the bidder.

The financial bid (Annex III) must be placed in a separate sealed envelope. The technical bid and other required documentation shall be placed in a 2nd sealed envelope. No price references shall be mentioned or occur in the technical bid or other documentation. Such price references in the technical bid may lead to the rejection of the bid. **Both sealed envelopes clearly marked as respectively "financial offer" and "technical offer" will be placed and submitted in one single envelope/package.**

10. Content of bids

All bids submitted for **Lot 1, Lot 2 and/or Lot 3** must comply with the requirements in the bidding dossier and comprise:

- 10.1. A technical bid (LOT -1) consisting of:
 - a) a detailed description of the food items proposed in conformity with the technical specifications and statement of work Annex II, including any documentation required to

demonstrate technical conformity, such as but not limited to EU conformity certificates; a methodology outlining how the contractor will perform the contract such as but not limited to origin of supplies, scheme of supply cycle, scheme of distribution cycle, backup plan, etc. (Annex II part 2 – LOT 1).

- b) Quality Control Plan (QCP).
- c) Detail of the warehouse facilities and cold-chain containers to be provided on site, their description, capacity, layout and location.

10.2. A technical bid (LOT -2) consisting of:

- a) a detailed description of the bottled water items proposed in conformity with the technical specifications and statement of work Annex II, including any documentation required to demonstrate technical conformity, such as but not limited to EU conformity certificates; a methodology outlining how the contractor will perform the contract such as but not limited to origin of supplies, scheme of supply cycle, scheme of distribution cycle, backup plan, etc. (Annex II part 2 – LOT 2).
- b) Quality Control Plan (QCP).
- c) Details of the warehouse facilities, capacity, layout and location.

10.3. A technical bid (LOT-3) consisting of:

- a) A detailed description of the catering consumables proposed in conformity with the technical specifications and statement of work Annex II, including any documentation required to demonstrate technical conformity such as but not limited to: manufacture certificates of conformity, technical/performance data sheets, test results,...(Annex II part 2 – LOT 3).
- b) Details of the warehouse facilities, capacity, layout and location.

10.4. The company registration documents, in order to verify eligibility.

10.5. A joint – venture or consortium statement in accordance with article 18.1 and 18.2 of the instructions to bidders in case the bid is submitted by a grouping of more than one legal entity.

10.6. A financial bid calculated on a basis of the fixed price delivery to Camp Butmir (DAP)¹, for the supplies, in accordance with **Annex III**.

10.7. A Financial Identification Form (**Annex V**, Part B), containing all bank account details therein and in which payments should be made.

10.8. The completed Bid Submission Form (**Part D**), including the duly authorised signature.

10.9. Declaration on honour on exclusion criteria (**Annex VI**).

10.10. A bid guarantee, for a fixed amount of:

- LOT 1 - 16,000.00 EUR
- LOT 2 – 1,600.00 EUR
- LOT 3 - 700.00 EUR

- If applying for **two lots**, bid guarantee amount will be determined by adding above amounts of lots applying for.

¹ DAP (delivered at place)

- If applying for all **three lots**: 18,300.00 EUR

as indicated in the letter of invitation to bid, must be provided according to the model annexed to the bidding dossier.

10.11. A description of the firm's qualifications in order to assess the firm's compliance with following technical capacity criterion:

FOR LOT 1:

- a) The bidder must have previous experience with similar requirement in subject. Namely, he must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing various food products to minimum 300 persons in one location, for a minimum contract value of 800,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018). The name of the recipient/employer or Contracting Authority must be mentioned.

FOR LOT 2:

- b) The bidder must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing bottled water supply for a minimum contract value of 60,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018). The name of the recipient/employer or Contracting Authority must be mentioned.

FOR LOT 3:

- c) The bidder must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing various industrial catering consumable items for a minimum contract value of 20,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018). The name of the recipient/employer or Contracting Authority must be mentioned.

10.12. A balance sheet and/or financial statement in order to assess the firm's financial capacity in accordance with the following criteria:

FOR LOT 1:

- a) The bidder must have an average annual turn-over of at least 2,000,000.00 EUR during the past three (03) years (2020, 2019 and 2018).

FOR LOT 2:

- b) The bidder must have an average annual turn-over of at least 150,000.00 EUR during the past three (03) years (2020, 2019 and 2018).

FOR LOT 3:

- c) The bidder must have an average annual turn-over of at least 50,000.00 EUR during the past three (03) years (2020, 2019 and 2018).

11. Pricing

11.1. Bidders will be deemed to have satisfied themselves, before submitting their bid, as to its 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.

11.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of contract performance and final delivery, bidders must quote, unit (and overall) prices for their bids on the following bases:

- a) place of destination and in accordance with the above conditions, excluding all domestic taxation and VAT 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.

- 11.3. Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.
- 11.4. The prices for the contract are fixed and not subject to revision.

12. Additional information before the deadline for submission of bids

The bidding dossier should be clear enough to preclude the need for candidates invited to bid to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the bidding dossier, it must send such information in writing to all other prospective bidders at the same time.

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

HQ EUFOR
Procurement and Contracting Office
Butmir Camp Sarajevo, 71210 Ilidza, BiH
Fax: 00387 33 495 707
taco@eufor.europa.eu

Any clarification of the bidding dossier will be communicated simultaneously in writing to all known bidders at the latest **11 days** before the deadline for submission of bids and will be published on the following website: www.euforbih.org under tenders where the complete bidding dossier is published. No further clarification will be provided after this date.

Any prospective bidders seeking to arrange individual meetings with the Contracting Authority during the bidding period may be excluded from the bidding procedure.

13. Clarification meeting / site visit

- 13.1. A non-mandatory Site visit/Clarification meeting may be organized (only if requested in writing) on **Tuesday, 23 August 2021, 14:00 hr.** at HQ EUFOR, Camp Butmir Sarajevo to answer any questions on the bidding dossier which have been forwarded in writing or are raised at the meeting. If interested to participate in this bidding procedure and if site visit/clarification meeting is required, bidders should send e-mail confirmation/request by **Monday, 22 August 2021, 16:00 hr.** to taco@eufor.europa.eu.

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 bidders and shall be published on EUFOR web site www.euforbih.org under tenders, at the latest 11 calendar days before the deadline for submission of bids. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the bidders.

- 13.2. Visits by individual prospective bidders during the bidding period other than this site visit for all prospective bidders cannot be permitted and may lead to the bidder's rejection from further participation in the bidding procedure.

14. Alteration or withdrawal of bids

- 14.1. Bidders may alter or withdraw their bids by written notification prior to the deadline for submission of bids referred to in Article 9.3. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the bidding procedure.

- 14.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 9. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 14.3. No bid may be withdrawn in the interval between the deadline for submission of bids referred to in Article 9.3. and the expiry of the bid validity period. Withdrawal of a bid during this interval may result in forfeiture of the bid guarantee.

15. Costs of preparing bids

No costs incurred by the bidders in preparing and submitting the bids are reimbursable by the Contracting Authority. All such costs will be borne by the bidders.

16. Exclusion criteria

Participation to this bidding is only open to bidders who are not in one of the situations listed below:

(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 national legislation or regulations;

(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 law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;

(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 selection criteria or in the performance of a contract;

(ii) entering into agreement with other persons with the aim of distorting competition;

(iii) violating intellectual property rights;

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

(d) it has been established by a final judgement that the person is guilty of the following:

(i) fraud, within the meaning of 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 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal

provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;

(iii) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;

(e) following another procurement procedure or grant award procedure financed by the budget of the European Union or through the European Peace Facility (EPF) operations, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

(f) it does not have adequate resources to perform the contract, or the ability to obtain them;

(g) it is not able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and business commitments;

In addition to the above, contracts may not be awarded to bidders who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Means of proof required

Bidders, **including all consortium members and all sub-contractors where applicable**, shall provide a declaration on their honour (see model in **Annex VI**), duly signed and dated, stating that they are not in one of the situations referred to above.

17. Ownership of bids

The Contracting Authority retains ownership of all bids received under this bidding procedure. Consequently, bidders have no right to have their bids returned to them.

18. Joint venture or consortium

- 18.1. If a bidder is a joint venture or consortium of two or more legal entities, than the bid must be single with the object of securing a single contract, each person representing the legal entities forming the consortium or joint-venture must sign the bid and will be jointly and severally liable for the bid proposal and any contract arising from it. Those persons must designate one of their number to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Authority.
- 18.2. The bid 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 15 days following the award notification 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.
- 18.3. In addition, each member of the consortium must provide the required evidence for the exclusion (see Section 16 of the Instructions to bidders) criteria.

19. Opening of bids

- 19.1. The opening and examination of bids during the contract award committee meetings is for the purpose of checking whether the bids are complete, whether the requisite bid guarantees have been furnished if required, whether the documents have been properly signed and whether the bids are generally in order.
- 19.2. During and after the opening of the bids, no information relating to the examination, clarification, evaluation and comparison of bids, or recommendations concerning the award of the contract can be disclosed.
- 19.3. In the interests of transparency and equal treatment and without being able to modify their bids, bidders may be required, at the sole written request of the contract award committee, to provide clarifications within maximum 48 hours. Any such request for clarification will not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.
- 19.4. Any attempt by a bidder to influence the contract award committee in the process of examination, clarification, evaluation and comparison of bids, 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 bid.
- 19.5. All bids received after the deadline for submission specified in those instructions will be kept by the Contracting Authority. The associated bid guarantees may be returned to the bidders on request. No liability can be accepted for late delivery of bids. Late bids will be rejected and will not be evaluated.

20. Evaluation of bids

- 20.1. Examination of the administrative conformity of bids

The completeness of the bid, including the required documents as outlined in Article 10 will be verified at this stage of the evaluation of bids.

The aim at this stage is to check that bids comply with the essential requirements of the bidding dossier. A bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the bidding 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 bidding dossier, limit the rights of the Contracting Authority or the bidder's obligations under the contract or distort competition for

bidders whose bids do comply. Decisions to the effect that a bid is not administratively compliant must be duly justified in the contract award committee minutes.

If a bid does not comply with the bidding 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 bids deemed to comply in administrative terms, the contract award committee will score the technical admissibility of each bid.

LOT 1 – FOOD SUPPLY

The following criteria will be considered during the technical evaluation:

1. Economical/Financial capacity criteria:

A financial statement for the years 2020, 2019 and 2018, in order to assess the firm's financial capacity in accordance with the following criteria: i.e. the bidder must have an average annual turn-over of at least 2,000,000.00 EUR during the past 3 years (2020, 2019 and 2018). Shall be evaluated using required documents under clause **10.12.a**).

2. Technical capacity criteria:

The bidder must have previous experience with similar requirement in subject. Namely, he must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing various food products to minimum 300 persons in one location, for a minimum contract value of 800,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018).. The name of the recipient/employer or Contracting Authority must be mentioned. Shall be evaluated using required documents under clause **10.11.a**).

3. Technical conformity and compliance criteria:

The bidder's technical proposed offer is fully compliant in all aspects with the requirements and desired outputs outlined in the terms of reference (Annex II, Part B of this bidding dossier). Shall be evaluated using the required documentation under clause **10.1. a), b), c)**.

LOT 2 – BOTTLED WATER

The following criteria will be considered during the technical evaluation:

1. Economical/Financial capacity criteria:

A financial statement for the years 2020, 2019 and 2018, in order to assess the firm's financial capacity in accordance with the following criteria: i.e. the bidder must have an average annual turn-over of at least 150,000.00 EUR during the past 3 years (2020, 2019 and 2018). Shall be evaluated using required documents under clause **10.12.b**).

2. Technical capacity criteria:

The bidder must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing bottled water supply for a minimum contract value of 60,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018). The name of the recipient/employer or Contracting Authority must be mentioned. Shall be evaluated using required documents under clause **10.11.b**).

3. Technical conformity and compliance criteria:

The bidder's technical proposed offer is fully compliant in all aspects with the requirements and desired outputs outlined in the terms of reference (Annex II, Part B of this bidding dossier). Shall be evaluated using the required documentation under clause **10.2. a), b), c)**.

LOT 3 – CATERING CONSUMABLES

The following criteria will be considered during the technical evaluation:

1. Economical/Financial capacity criteria:

A financial statement for the years 2020, 2019 and 2018, in order to assess the firm's financial capacity in accordance with the following criteria: i.e. the bidder must have an average annual turn-over of at least 50,000.00 EUR during the past 3 years (2020, 2019 and 2018). Shall be evaluated using required documents under clause **10.12.c**).

2. Technical capacity criteria:

The bidder must provide evidence that he has been the main contractor for at least one (01) contract consisting of providing catering supplies for a minimum contract value of 20,000.00 EUR per year during the past three (3) years (2020, 2019 and 2018). The name of the recipient/employer or Contracting Authority must be mentioned. Shall be evaluated using required documents under clause **10.11.c**).

3. Technical conformity and compliance criteria:

The bidder's technical proposed offer is fully compliant in all aspects with the requirements and desired outputs outlined in the terms of reference (Annex II, Part B of this bidding dossier). Shall be evaluated using the required documentation under clause **10.3. a), b)**.

LOT 1 - The Contracting Authority will examine in detail all the information supplied by the bidders and will formulate its judgement and award on the basis of "best value" for money presenting the best quality/price ratio. The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the technical evaluation grid in Part C of this bidding dossier. No other award and selection criteria will be used and they will be examined in accordance with the requirements as indicated in the technical specification and instructions included in this bidding dossier. **Only bidders obtaining an average score of 80 points during the technical evaluation when using the "best value" award procedure will qualify for the financial evaluation.**

LOT 2 and LOT 3 - The Contracting Authority will examine in detail all the information supplied by the bidders and will formulate its judgement and award on the basis of full technical compliance while being the lowest bid. No other award and selection criteria will be used and they will be examined in accordance with the requirements as indicated in the technical specification and instructions included in this bidding dossier.

20.3 To facilitate the examination, evaluation and comparison of bids, the contract award committee may ask each bidder individually for clarification of his bid. The request for clarification and the response must be in writing only, but no change in the price or substance of the bid may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of the financial proposal. Decisions to the effect that a bid is not technically compliant must be duly justified in the contract award committee minutes.

20.4 Financial evaluation

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

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- 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 bidders. If the bidder does not accept them, his bid will be rejected.

c) In order to define the lowest financial bid for LOT 1 – food supply, the Contract Award Committee (CAC) will use as sole basis the cost per man/day ration (CMR) as indicated in Annex III. The average CMR shall be calculated for the basic year (2022) and the optional year (2023) and divided by 2. All items of Annex III and Annex III – A must be quoted and will be binding in case of contract award. However, the CMR calculation will not include the items marked with a "A" as per Annex III neither items listed in Annex III-A.

- d) In order to define the lowest financial bid for LOT 2 – bottled water supplies, the Contract Award Committee (CAC) will use as sole basis the total prices for Basic year (2022) and Option year (2023), as indicated in Annex III. Total for both years shall be added and divided by 2 to get average amount for two years period.
- e) In order to define the lowest financial bid for LOT 3 – catering consumable items, the Contract Award Committee (CAC) will use as sole basis the total prices for Basic year (2022) and Option year (2023), as indicated in Annex III. Total for both years shall be added and divided by 2 to get average amount for two years period.

20.5 Award criteria (LOT - 1)

The contract will be awarded by selecting the bidder offering the “best value” for money by weighting the technical quality against the price on an **60** (technical score)/**40** (financial score) basis. The lowest priced bidder shall be defined as per Article 20.4.c.

20.6 Award criteria (LOT - 2 and LOT 3)

The contract will be awarded to the lowest priced bidder, while being fully administratively and technically compliant. The lowest priced bidder shall be defined as per Article 20.4.d. and 20.4.e.

21. Signature of the contract and performance guarantee

21.1. The successful bidder will be informed in writing that his bid has been accepted for award. (Notification of award).

21.2. Within 30 days of receipt of the notification of award, the selected bidder will submit the documents mentioned in the section 16 of the Instructions to bidders. Before effective contract signature, the successful bidder will provide the required performance guarantee. On signing the contract, the successful bidder will become the Contractor and the contract will enter into force.

21.3. If the successful bidder fails to provide the performance guarantee and other documents mentioned in point 21.2 within 30 days of receipt of notification of award; the Contracting Authority may consider the acceptance of the bid to be revoked and award the contract to the second best bidder, without prejudice to the Contracting Authority’s right to forfeit the bid guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful bidder will have no claim whatsoever on the Contracting Authority.

21.4 The performance guarantee is set at:

- LOT 1 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier.

- LOT 2 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier.

- LOT 3 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier.

- In case of award of two or all three lots to a same contractor a performance guarantee of 10 % of the contract value will be required.

It should remain valid during the contract duration and be prolonged in case the contract duration is being extended afterwards.

22. Bid guarantee

The bid guarantee referred to in Article 10.8 above is set at:

LOT 1 - 16,000.00 EUR;

LOT 2 – 1,600.00 EUR;

LOT 3 - 700.00 EUR.

If applying for **two lots**, bid guarantee amount will be determined by adding lot amounts applying for, and if applying for **all three lots** – 18,300.00 EUR, and must be presented in the form specified in the annex to the bidding dossier.

It must remain valid for the period of validity of the bid (90 days after the submission deadline). Bid guarantees provided by bidders who have not been selected shall be released and returned. The bid guarantee of the successful bidder shall be released on the signing of the contract, once the performance guarantee has been submitted.

23. Ethic clauses

- 23.1 Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the contract award committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of his candidacy or bid and may result in exclusion of participation in further bidding procedure.
- 23.2 When putting forward a bid, the bidder shall declare that he is affected by no potential conflict of interest and has no particular link with other bidders or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.3 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 contract or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 23.4 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 representatives of the Contracting Authority and the host state.
- 23.5 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.
- 23.6 The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential and not treated as public documents.
- 23.7 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.
- 23.8 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

23.9 The Contracting Authority reserves the right to suspend or cancel the contract if corrupt practices of any kind are discovered at any stage of the award process and contract implementation. 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.

24. Cancellation of the bidding procedure

In the event of a bidding procedure's cancellation, bidders will be notified by the Contracting Authority. If the bidding procedure is cancelled before the outer envelope of any bid has been opened, the sealed envelopes will be returned, unopened, to the bidders.

Cancellation may occur where:

- the bidding procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid 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" would render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a bidding procedure, even if the Contracting Authority has been advised of the possibility of damages. The invitation to bid does not commit the Contracting Authority to sign nor implement the contract announced.

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

[DRAFT CONTRACT]

<European Union Forces (EUFOR) in Bosnia and Herzegovina represented by the EU Head Quarter's, Procurement and Contracting Office> ("The Contracting Authority"),

and

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

on one part,

on the other part,

have agreed as follows:

CONTRACT TITLE:

**FOOD SUPPLY (LOT 1)
and/or
WATER SUPPLY (LOT 2)
and/or
CONSUMABLE SUPPLIES (LOT3)**

CONTRACT NUMBER:

Article 1 Subject

1.1 LOT 1 - The subject of the contract is the supply and delivery of frozen, chilled, fresh, dry and canned rations in accordance with the HQ EUFOR/NHQSA Ration Scale and technical specifications (Annex II) to approximately 410 HQ EUFOR/NHQSA personnel in Camp Butmir. The contractor must be able to provide truck deliveries direct to delivery location (DAP-delivered at place) Butmir Camp Sarajevo, 71210 Ilidza, Bosnia and Herzegovina for all commodities consigned therein.

AND / OR

LOT 2 - The contractor is required to supply bottled water in accordance with technical specifications to Camp Butmir. The contractor must be able to provide truck deliveries direct to delivery location (DAP-delivered at place), Butmir Camp Sarajevo, 71210 Ilidza, Bosnia and Herzegovina.

AND / OR

LOT 3 - The contractor is required to supply industrial catering consumable items in accordance with HQ EUFOR/NHQSA technical specifications (Annex II) in Camp Butmir. The contractor must be able to provide truck deliveries direct to delivery location (DAP-delivered at place) Camp Butmir Sarajevo, 71210 Ilidza, Bosnia and Herzegovina for all commodities consigned therein.

1.2 The Contractor shall comply strictly with the terms of the Contract and Special Conditions and its Annexes.

1.3 The place of acceptance of the supplies shall be Butmir Camp Sarajevo, 71210 Ilidza, Bosnia and Herzegovina; the time limits for delivery shall be in accordance with the technical specifications (Annex II) and the incoterms applicable shall be DAP. The delivery/performance period shall run from the date of the signature of the contract by both Parties to 31st December 2022, with the possibility to extend on a yearly basis until 31st December 2023.

Article 2 Price

2.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex III). The total contract price shall be shown in Euro currency.

2.2 The price referred to in Article 2.1 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. A full remuneration shall be owed by the Contracting Authority once a call order has been released in accordance with Article 7 of the Special Conditions.

2.3 Payments shall be made in accordance with the General and/or Special Conditions of this Contract.

Article 3 Order of precedence of contract documents

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

- the contract
- the Special Conditions
- the General Conditions (Annex I)
- the technical annex (Annex II: Technical specifications - Part 1);
- the Contractor's technical offer, including annexes (Annex II: Technical specifications - Part 2);
- the Financial offer (Annex III);
- The provisions of the original bidding 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 4 Communications

All official communication relating to this Contract shall be in written. Any written communication relating to this Contract between the Contracting Authority and/or the Contracting Officer's Representative, on the one hand, and the Contractor on the other must state the Contract title and contract number, and must be sent by post, fax, e-mail or by hand delivery according to article 4 of the Special Conditions. Done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Position:

Signature:

Date:

For the Contracting Authority

Name:

Position: [Authorising Officer]

Signature:

Date:

Name:

Position: [Financial Controller]

Signature:

Date:

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.

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Article 2 Law applicable

2.1 Belgian law shall apply in all matters not covered by the provisions of the contract, in case of disputes that cannot be settled between the parties.

2.2 The language used shall be English.

Article 4 Communications

Contracting Officer and/or his representative: Procurement and Contracting Office, Bld 225, Camp Butmir, 71210 Ilidza, Bosnia and Herzegovina, e-mail: taco@eufor.europa.eu

Contracting Officer Representative (COR) and/or Calling Officer (CO): [shall be completed after award].

Fiscal and Accounting Office: [shall be completed after award].

Article 7 Supply of documents

The quantities and total Contract Purchasing Agreement (CPA) amount are indicative and are in no way guaranteed to be purchased from the contractor under the Contract Purchasing Agreement; HQ EUFOR reserves the right to alter those at any time during the CPA validity.

A firm purchasing commitment will be generated only when a duly signed call order (annex VII) is issued by HQ EUFOR.

Under the CPA, authorized Calling Officers will place call orders (annex VII) throughout the validity of the CPA and solely for those items and at fixed prices, as specified in the CPA. Authorized Calling Officers are specified as such under HQ EUFOR points of contact of this CPA. Call orders shall be valid insofar signed by the Contract Manager specified under HQ EUFOR points of contact of this CPA.

Calls shall be placed on a weekly basis and sent by fax, for 7 days supplies.

Article 10 Performance guarantee

The performance guarantee is set at 10% of a one year period Contract Price. The performance guarantee shall be released at the end of the Contract or any extended period thereafter.

Article 11 Insurance

Pursuant Article 25.1 of the General Conditions, the supplies shall be at risk of the Contractor until provisional acceptance by the Contracting Authority. The Contractor shall be responsible to be appropriately insured for the risk.

Article 12 Performance programme (timetable)

The overall performance of the Contract shall run for the maximum period as indicated in Article 1.3 of the Contract.

Article 15 Tax and customs arrangements

15.4 The Contracting Officer or his representative on behalf of the Contracting Authority's custom office shall issue to the Contractor a tax exemption form for all supplies delivered and services/works performed or procured in *Bosnia and Herzegovina* and subject to the Contract. The tax exemption form shall be issued based on the related invoice, which shall not include any VAT or other tax.

The Contracting Officer or his representative on behalf of the Contracting Authority's custom office or National Public Authority shall issue to the Contractor a custom form for all supplies imported into the country of performance and subject to the Contract.

All customs clearance formalities shall be performed by the Contractor at his own expense. The Contracting Authority shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such clearance or for any customs infraction committed by the Contractor in connection therewith.

The Contractor shall be responsible for compliance with all national import and export custom regulations and formalities.

Article 20 Variations of Quantities

The quantities indicated in this contract are estimates based on present consumption (Lot 1- monthly; Lot 2- yearly; Lot 3- yearly). However, those quantities are not guaranteed to the contractor. They may substantially change as a result of the Contracting Authority's downsizing or increasing of operations. Ordered quantities become firm and committed for the Contracting Authority once a Call Order (Annex VII) has been placed.

Article 22 Quality of supplies

The supplies shall conform to the quality requirements defined in the Contract.

Article 23 Inspection and testing

Shall be in accordance with Article 23 of the General Conditions.

Article 24 Payments

24.1 Payments shall be made in EUR.

Payments shall be authorised and made by Fiscal and Accounting Office Bldg 225, Butmir Camp Sarajevo, 71210 Ilidza, BiH.

Invoices not sent or submitted to the finance and accounting office shall not be considered for payment and the Contracting Authority will bear no responsibility for lost or misplaced invoices as a consequence of the Contractor's failure to address the invoice pursuant to this Article of the Special and General Conditions.

24.5 Supply and delivery shall be performed in accordance with the contract. Payments shall be made in accordance with Call Order issued and the verified actual quantities received (Call Order-Delivery-Invoice).

24.7 The prices of this Contract are fixed and not subject for revision.

Article 25 Delivery

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

25.3 Before delivery, a shipment notification shall be provided to the Contract Officer or his designated representative and shall include; the Contract number, the delivery address, the listing of items as per Contract, the number of and marking on the packaging, weight and dimensions of the packages and the name of the carrier with mode and date of shipment. In case of international shipment, and subject of a custom form as specified in Article 15, the border crossing point(s) shall be indicated.

Article 30 Final acceptance

The Final acceptance shall be at the same moment of provisional acceptance as understood under the General Conditions.

Article 31 Breach of contract

31.3 Liquidated damages shall be calculated in accordance with Article 19 of the General Conditions. General damages may be claimed by the Contracting Authority in accordance with Article 19.3 of the General Conditions in case the Contracting Authority has to enter into a contract with a third party following the Contractor's failure to perform the Contract. Those general damages shall be calculated based on the additional cost of the new contract with a third party. General damages may be calculated in addition to liquidate damages pursuant Article 19 of the General Conditions.

Article 36 Dispute settlement by litigation

Any dispute between the Parties that may arise during the performance of this contract and cannot be settled amicably between the Parties shall be submitted to the courts of Brussels.

ANNEX I: GENERAL CONDITIONS

FOR SUPPLY CONTRACTS

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PRELIMINARY PROVISIONS

Article 1 Definitions

- 1.1 The Contracting Authority is as defined in the Contract.
- 1.2 The successful bidder is the bidder selected at the end of a competitive bidding procedure and who becomes the Contractor once signing the Contract.
- 1.3 The Contracting Officer is the person managing the Contract on behalf of the Contracting Authority.
- 1.4 The Contract Officer's Representative (COR) is the person nominated by the Contract Officer to act on behalf of the Contracting Authority as the project officer or project manager.
- 1.5 Days shall be interpreted as calendar days.
- 1.6 Those General Conditions are general contractual provisions setting out the administrative, legal, financial and technical clauses governing the execution of the contracts.
- 1.7 The Special Conditions as laid down by the Contracting Authority form an integral part of the Contract and supplement and/or modify the General Conditions. The Special Conditions supersede the General Conditions.
- 1.8 The supplies are all items which the Contractor is required to supply to the Contracting Authority as defined by the Contract. This may include, where foreseen, installation, testing, commissioning, maintenance, repair, training and other such obligations as provided by the Contract.
- 1.9 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.

Article 2 Law and language of the contract

- 2.1 The Special Conditions shall specify the applicable law governing all matters not covered by the contract.
- 2.2 The contract and all written communications between the parties shall be exclusively drafted in English.

Article 3 Order of precedence of contract documents

- 3.1 Save where otherwise provided in the Contract or Special Conditions, the contract is made up of the following documents, in order of precedence:
 - a) the Contract
 - b) the Special Conditions
 - c) the General Conditions (Annex I)
 - d) the Technical Specification and/or Statement of Work (Annex IIa)
 - e) the Contractor's technical offer; (Annex IIb)
 - f) the Financial Bid (Annex III);
 - g) the minutes of the bidding clarifications and/or site visits
 - f) the provisions of the original bidding documentation.Contract modifications have the order of precedence of the document they are modifying.

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

Article 4 Communications

- 4.1 Communications between the Contracting Authority, the Contract Officer and/or the COR on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority, the Contracting Officer and/or the COR on the one hand, and the Contractor on the other hand, shall be sent by post, fax transmission, e-mail, or delivered by hand, to the addresses designated by the Parties for that purpose in the Special Conditions. The contract number shall be mentioned in all correspondence.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.
- 4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4 Any document submitted by the Contractor for the Contracting Authority's review and approval shall be categorised by the Contracting Authority as: approved, conditionally approved subject to the incorporation by the Contractor of the Contracting Authority's comments, or not approved for the reasons stated by the Contracting Authority.

Article 5 Assignment

- 5.1 The Contractor may not, without the prior written consent of the Contracting Authority, represented by the Contracting Officer, assign the contract or any part thereof, or any benefit or interest hereunder.
- 5.2 For the purpose of Article 5.1, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.
- 5.3 If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 31 and 32.

Article 6 Subcontracting

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.
- 6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority, represented by the Contracting Officer. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision and stating its reasons if authorisation is withheld.
- 6.3 Subcontractors must satisfy the eligibility criteria applicable for the original award of the

contract.

- 6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6 The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract. The Contractor shall assure and determine that any sub-contractor proposed by him, which involve access to classified information in the Contractor's custody, has been granted the appropriate facility security clearance by the sub-contractor's national authorities, prior being given access to such classified information.
- 6.7 If the Contractor enters into a subcontract without prior written approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 31 and 32.

Article 7 Supply of documents

- 7.1 If applicable, after the signing of the contract, the COR shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings or plans needed for the performance of the contract. Upon final acceptance, the Contractor shall return to the COR all such documents.
- 7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the COR shall not be used or communicated to a third party by the Contractor without the prior consent of the COR.
- 7.3 The COR shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.4 The Special Conditions must indicate the procedure used, if necessary, by the Contracting Authority and the COR to approve drawings and other documents provided by the Contractor.

Article 8 Assistance with local regulations

- 8.1 The Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can assist obtaining the requisite permits or import licences. Regulations related to Tax and Customs arrangements are further outlined in Article 15 and the Special Conditions.
- 8.2 The Contracting Authority, represented by the COR shall make every effort to facilitate obtaining the needed identification cards for access to the Contracting Authority's premises. Access shall only be granted to such places where contract performance is foreseen for a duration not exceeding the validity of the Contract. The Contractor shall provide the Contracting Authority, represented by the Contracting Officer, a list of personnel and vehicles for which a requirement to enter the Contracting Authority's premises exist. This list shall be updated until performance completion.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

- 9.1** The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 9.2** The Contractor shall comply with administrative orders given by the Contracting Authority, represented by the Contract Officer or his authorized representative. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Contract Officer thereof, and giving his reasons.
- 9.3** The Contractor shall respect and abide by all laws and regulations in force in the State of contract performance and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations. The Contractor shall comply with all security requirements prescribed by the Contracting Authority and the National Security Authority, or designated security agency, where the Contract is performed.
- 9.4** The Contractor shall be responsible for the safeguarding of the Contracting Authority's classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract. The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority, represented by the Contract Officer. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final. Any known or suspected breaches of security shall be brought to the Contracting Officer's attention immediately.
- 9.5** The Contractor shall indemnify and hold the Contracting Authority, and his representatives, harmless against claim for injury to persons, damages to the Contractor's property or others arising from the Contractor's possession or use of the Contracting Authority's furnished property, including facilities and utilities.
- 9.6** The Contractor shall observe at all time health and safety regulations, applicable at the moment of contract performance and in accordance with laws and regulations of the State of performance and other standards specified in the Contract. If the Contractor fails to observe those obligations, the Contracting Authority represented by the Contracting Officer, may suspend the execution of the Contract until satisfactory corrective action has been taken. Such suspension shall not entitle the Contractor to an adjustment of his contract price resulting from increased costs or to an extension of the delivery or performance period.

Article 10 Performance guarantee

- 10.1** The Contractor shall, at the moment of contract signature, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in further modifications to the contract.

- 10.2** The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 10.3** The performance guarantee shall be in the format given in Annex IV and shall be provided in the form of a bank guarantee. It shall be issued by a bank or financial institution from a State in accordance with the eligibility criteria applicable for the original award of the contract.
- 10.4** 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.
- 10.5** The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 10.6** Except for such part as may be specified in the Special Conditions in respect of after-sales service and warranty, the performance guarantee shall be released within 30 days of the issue of the provisional acceptance certificate, in case of a further warranty period or final acceptance the performance guarantee may be held until the warranty has expired instead of withholding a 10% final payment.

Article 11 Insurance

- 11.1** An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.
- 11.2** Notwithstanding the Contractor's insurance obligations under Article 11.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and his representatives against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 12 Performance programme

- 12.1** If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the COR. The programme shall contain at least the following:
- a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
 - b) the deadlines for submission and approval of the drawings;
 - c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the COR may reasonably require.
- 12.2** The Special Conditions shall specify the time limit within which the programme of performance must be submitted to the COR 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 Contract Officer's Representative approval or acceptance of the programme of performance, detailed drawings, documents and items.

The approval of the programme by the COR shall not relieve the Contractor of any of his obligations under the contract.

- 12.3** No material alteration to the programme shall be made without the approval of the COR. Such alteration may not involve a price increase.

Article 13 Contractor's drawings

- 13.1** If the Special Conditions so provide, the Contractor shall submit to the COR for approval:
- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;
 - b) such drawings as the COR may reasonably require for the performance of the contract.
- 13.2** Approved drawings, documents, samples and models shall be signed or otherwise identified by the COR. The approved designs should not have as result a variation in substance, quantities and/or contract price. Would a variation in substance, quantities and contract price be the result of an approved drawing, a contract modification would be required and signed by the Contract Officer, before any implementation of the variation can be executed.
- 13.3** The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 13.4** The approval of the drawings, documents, samples or models by the COR shall not relieve the Contractor from any of his obligations under the contract.
- 13.5** The COR shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.
- 13.6** 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 14 Sufficiency of contract prices

- 14.1** Subject to any provisions which may be laid down in the Special Conditions, the contract prices shall be firm and fixed, the Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of his financial bid and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the supplies, in particular:
- a) the costs of transport;
 - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
 - c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
 - d) performance and supervision of on-site assembly and/or commissioning of the delivered supplies;
 - e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
 - f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies;
 - 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.

- 14.2** Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item in his bid for which he indicates neither a unit price nor a lump sum. The Contracting Authority shall not bear any costs related to financial guarantees, which the Contractor is required to provide under this Contract.
- 14.3** The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company or Organization for similar supplies covered by this contract under similar conditions. In the event that the Contractor offers substantially similar supplies in substance and quantities, for lower prices than those set forth in this contract prior to its completion; the Contractor shall notify the Contracting Officer and the prices of such supplies shall be correspondingly reduced by a modification to this contract.

Article 15 Tax and customs arrangements

- 15.1** For supplies manufactured locally, all internal fiscal charges applicable to their manufacture shall be excluded.
- 15.2** For supplies to be imported to the country of delivery, all duties and taxes applicable to their importation, including VAT shall be excluded.
- 15.3** Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.
- 15.4** The Special Conditions shall outline further procedural requirements, if applicable.

COMMENCEMENT OF EXECUTION AND DELAYS

Article 16 Notification to proceed

- 16.1** The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by an administrative order issued by the COR. The performance of the contract shall not start before the contract has been signed by both parties.
- 16.2** If no indication of a commencement order has been made in the contract or the notice of award; the performance of the contract shall start the next day of contract signature by both parties.

Article 17 Period of execution of tasks

- 17.1** The period of execution of tasks shall commence on the date fixed in accordance with Article 16 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 18.
- 17.2** If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

Article 18 Extension of period of execution

- 18.1** The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) extra or additional supplies ordered by the Contracting Authority;
- b) exceptional weather conditions in the country of performance which may affect installation or erection of the supplies;
- c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;
- d) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- e) failure of the Contracting Authority to fulfil its obligations under the contract;
- f) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;
- g) force majeure;
- h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

18.2 Within 10 days of realising that a delay might occur, the Contractor shall notify the COR of his intention to make a request for extension of the period of performance to which he considers himself entitled and provide the COR with comprehensive details so that the request can be examined.

18.3 The COR shall, by written notice inform the Contract Officer and provide his opinion. The Contract Officer shall, where appropriate, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension. An approved extension shall result in a Contract modification. The extension of the period of performance shall be contractually valid on the day of signature of the related Contract modification.

Article 19 Delays in execution

19.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority may, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every calendar day which shall elapse between the expiry of the contractual performance period and the actual date of completion, to liquidated damages equal to 0,2% of the value of the undelivered supplies to a maximum of 10% of the total value of the contract.

19.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 19.1 shall be calculated on the basis of the total contract value.

19.3 If the Contracting Authority has become entitled to claim at least 10% of the contract value it may, after giving written notice to the Contractor:

- seize the performance guarantee;
- terminate the contract, in which case the Contractor will have no right to compensation; and
- enter into a contract with a third party for the provision of the balance of the supplies. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

Article 20 Variations and Modifications

20.1 Subject to the limits set in the Special Conditions; the Contracting Authority reserves the right, at the time of contracting, to vary the quantities of the supplies part of the original tender. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 50% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation

20.2 If a variation, other than per Article 20.1, falls out of the scope of the Contract, than the

COR shall advise the Contracting Officer to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the supplies. Such variations shall be endorsed by the Contracting Officer, where deemed appropriate, and always be subject of a Contract Modification which shall be signed by the Contracting Authority and the Contractor, before entering in force. The Contractor shall refrain of executing variations before a Contract Modification has been duly approved and signed.

- 20.3** If any such variation causes a price increase or decrease, or a change of the performance time under this Contract; a negotiated adjustment shall be made in the Contract price and/or delivery schedule, and the Contract shall be modified through a Contract modification pursuant Article 20.2.
- 20.4** Prior to issuing a Contract Modification for a variation pursuant Article 20.2 and 20.3, the Contractor shall submit to the COR and Contracting Officer a proposal containing:
- a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
 - any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract;
 - any adjustment to the contract price in accordance with the rules set out in Article 20.6
- 20.5** Following the receipt of the Contractor's submission referred to in Article 20.4, the COR shall, after due consultation with the Contracting Officer and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out.
- 20.6** The prices for all variations in accordance with Articles 20.3 and 20.4 shall be ascertained by the COR and subject of a Contract Modification by the Contracting Officer in accordance with the following principles:
- where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
 - where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable; failing that, a fair valuation shall be made by the Contracting Officer;
 - if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Contracting Officer, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Contracting Officer shall fix such rate or price as he thinks reasonable and proper in the circumstances;
 - where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.
- 20.7** Failure of the parties to agree to the prices of a variation shall be settled through the procedure foreseen under the Dispute Settlement Articles of these General Conditions. However, settlement through the dispute clauses shall not relieve the Contractor from proceeding with the Contract performance as originally foreseen by the contract, unless a stop work order is issued by the Contracting Officer pursuant Article 21.
- 20.8** Changes of address or bank account may simply be notified in writing, accompanied by a new Financial Identification Form, by the Contractor to the Contracting Officer.

Article 21 Stop Work Order

- 21.1** The Contracting Officer may, by a stop work order, at any time, instruct the Contractor, by written order to suspend:
- a) the manufacture of the supplies; or
 - b) the delivery of supplies to the place of acceptance at the time specified for delivery in the performance programme or, if no time specified, at the time appropriate for it to be delivered; or
 - c) the installation of the supplies which have been delivered to the place of acceptance.
- 21.2** The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the COR, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the COR.
- 21.3** Additional expenses incurred in connection with such protective measure may be added to the contract price pursuant a modification to the contract. The Contractor shall not be paid any additional expenses if the suspension is:
- a) dealt with differently in the contract; or
 - b) necessary by reason of normal climatic conditions at the place of acceptance; or
 - c) necessary owing to some default of the Contractor; or
 - d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the COR or the Contracting Authority.
- 21.4** The Contractor shall not be entitled to such additions to the contract price unless he notifies the Contracting Officer, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 21.5** The Contracting Officer, after consultation with the COR and the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as shall, in the opinion of the Contracting Officer, be fair and reasonable.
- 21.6** The period of suspension shall not exceed 90 days, unless any extension has been agreed between both parties; within this period of 90 days after a stop work order.
- 21.7** Within the period of 90 days or within any extension period agreed by both parties; the Contracting Officer shall either:
- a) Cancel the stop work order, and allow the contract performance to resume; or
 - b) Terminate the contract for the convenience of EUFOR, allowing the contractor to claim the costs for the delivered supplies and/or works performed until the stop order was issued.
- Without prejudice to article 21.3, where the performance of the contract is allowed to be resumed, pursuant article 21.7 a), the Contractor may request an equitable adjustment of the delivery schedule and the contract will be modified accordingly.
- 21.8** Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.
- The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the EUFOR budget and/or prevent fair competition.

MATERIALS AND WORKMANSHIP

Article 22 Quality of supplies

- 22.1** The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority and the COR for the purposes of identification throughout the period of contract performance. All supplies (which includes without limitation raw materials, components, intermediate transformations and end products) subject of the contract, shall be new and unused, and of the most suitable grade of their respective kinds for the intended purpose.
- 22.2** Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the COR. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the COR as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 22.3** 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 COR.

Article 23 Inspection and testing

- 23.1** The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the COR to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 23.2** The COR shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be further specified in the Special Conditions.
- 23.3** For the purposes of such tests and inspections, the Contractor shall:
- a) provide the COR, 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 COR, the time and place for tests;
 - c) give the COR access at all reasonable times to the place where the tests are to be carried out.
- 23.4** If the COR is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the COR, proceed with the tests, which shall be deemed to have been made in the COR's presence. The Contractor shall immediately send duly certified copies of the test results to the COR, who shall, if he has not attended the test, be bound by the test results.
- 23.5** When components and materials have passed the above-mentioned tests, the COR shall

notify the Contractor or endorse the Contractor's certificate to that effect.

- 23.6** Rejection or failure of testing shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements nor
- 23.7** If the COR and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The COR 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 COR, 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.
- 23.8** In the performance of their duties, the COR 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 24 General principles

- 24.1** Payments shall be made in euro or national currency, as specified in the Contract. The Special Conditions shall lay down the administrative or technical conditions governing payments of advance payments, interim and/or final payments made in accordance with the General Conditions. Payments shall be executed based on original invoices which shall contain: the contract number, item(s) description, quantities, and unit prices exclusive VAT and other tax and duties, and the extended totals. Invoices shall be signed by the Contractor's authorized representative.
- 24.2** Payments due by the Contracting Authority shall be made to the bank account specified on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account. Each party shall bear its own costs and charges for bank transfers related to any and all payments under this Contract.
- 24.3** Sums due shall be paid within 30 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met. Payments, with exception of the advance payment, shall be made exclusively for goods and/or services effectively executed and performed in accordance with the Contract.
- 24.4** The 30-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the invoice does not fulfil the conditions outlined in Article 24.1 or the sum is not due or because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.
- 24.5** The payments shall be made following the payment schedule specified in the Special Conditions. But shall not exceed the following maximum;
- a) A maximum 40% of the contract price after the signing of the contract, against provision of an advance payment bond security guaranteeing repayment in full of the advance payment.

- b) A maximum 90% of the contract price following provisional acceptance of the supplies, deducted proportionally by the advance payment if any;
- c) 10% of the contract price, as payment of the balance outstanding, following final acceptance of the supplies. However, this payment of 10% may, if the Contractor so wishes, be made at the same time as the instalment referred to in paragraph 24.5.b if the Contractor provides a security bond guaranteeing repayment of the full amount of the 10% balance. The bank guarantee shall be released within 60 days of the final acceptance of the supplies.

- 24.6** Where only part of the supplies has been delivered, the 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.
- 24.7** Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.
- 24.8** The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so, under the form of a recovery order.
Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

ACCEPTANCE AND MAINTENANCE

Article 25 Delivery

- 25.1** The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.
- 25.2** 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.
- 25.3** The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the COR.
- 25.4** 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. This acceptance statement shall be signed by the COR, and shall be enclosed to the invoice submitted to the Contracting Authority. Where installation and putting into operation is foreseen by the Contract, the acceptance statement shall be drawn only once the installation and putting into operation have been performed.

Article 26 Verification operations

- 26.1** Pursuant to Article 22, the supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.
- 26.2** The COR 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 COR, are not in accordance with the contract;
- b) their replacement with proper and suitable supplies;
- c) the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefore, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the COR, 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.

The COR shall inform the Contract Officer immediately of any of such cases.

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

26.4 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 COR so requires, within a period which the COR 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.

26.5 The provisions of Article 26 shall not affect the right of the Contracting Authority to claim under Article 19, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 27 Provisional acceptance

27.1 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.

27.2 The Contractor may apply, by notice to the COR, for a certificate of provisional acceptance only when supplies are ready for provisional acceptance. The COR shall within 15 days of receipt of the Contractor's application either:

- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Officer 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.

27.3 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 COR after consultation with the Contracting officer, and where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 15 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.

27.4 If the COR fails either to issue the certificate of provisional acceptance or to reject the

supplies within the period of 15 days, he shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 30.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.

- 27.5** In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.
- 27.6** Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the performance of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Article 28 Warranty obligations

- 28.1** The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 28.2** The Contractor shall be responsible for making good any defect, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the Contractor; or
 - b) results from any act or omission of the Contractor during the warranty period; or
 - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 28.3** The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the COR. 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.
- 28.4** If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the COR shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both.
- 28.5** In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the COR may have the work carried out at the expense of the Contractor. The Contracting Authority or the COR shall as soon as practicable inform the Contractor of the action taken.
- 28.6** The maintenance obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 28.3.

Article 29 After-sales service

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

- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 30 Final acceptance

30.1 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 COR shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Officer, stating the date on which the Contractor completed his obligations under the contract to the COR's satisfaction. The final acceptance certificate shall be issued by the COR within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 28 have been completed to the satisfaction of the COR. The Special Conditions shall outline when the final acceptance is due, in case it not being linked to the warranty period pursuant to this Article.

30.2 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 COR.

30.3 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 31 Breach of contract

31.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

31.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

31.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

- a) general damages; or
- b) liquidated damages.

The amount and procedures for these damages shall be laid down in the Special Conditions.

31.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be executed by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 32 Termination by the Contracting Authority

- 32.1** The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract for default in any of the following cases:
- a) the Contractor substantially fails to perform his obligations under this contract;
 - b) the Contractor fails to comply within a reasonable time with a notice given by the COR or Contracting Officer requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the contract;
 - c) the Contractor refuses or neglects to carry out administrative orders given by the COR or Contracting Officer;
 - d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
 - e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - f) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
 - g) the Contractor has been the subject of a judgment for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority's financial interests;
 - h) the Contractor, following another procurement procedure or Contract financed by the Contracting Authority, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
 - i) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in a modification to the contract;
 - j) any other legal disability hindering performance of the contract occurs;
 - k) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

32.2 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract for convenience of EUFOR. The performance under the Contract may be terminated for convenience by the Contracting Authority in its whole or partly, whenever the Contracting Officer determines that such termination is in the best interest of EUFOR, which includes also when military forces are withdrawn or reduced, or when the concerned Headquarter is being closed. Such termination notice shall define to which extend the performance under the Contract is terminated and the date upon which the termination becomes effective.

32.3 After reception of a notice of termination for default or convenience, the Contractor shall stop performance under the Contract on the date and to the extend specified in the notice of termination. The Contractor shall place no further orders and/or sub-contracts and terminate all orders and sub-contracts for materials, services or facilities, except as may be required for the completion of such portion of works as per contract and not subject of termination.

The Contractor shall settle all liabilities and claims arising out of such termination of orders and sub-contracts, with the approval and endorsement of the Contracting Officer.

The Contractor shall transfer ownership and deliver to the Contracting Authority in the manner, at the times, and to the extend, if any, directed by the Contracting Officer; the fabricated parts, work in process, completed works, and the completed or partially completed plans, drawings and other information, which, if the Contract had been completed, would have been required.

In cases of partial termination, the Contractor shall complete the performance of such part of the contract performance which is not subject to the notice of termination.

- 32.4** Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability there under that may already have occurred.
- 32.5** The Contracting Officer shall pursuant Article 32 and upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 32.6** In the event of termination, the COR shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract. This report shall be endorsed by the Contracting Officer.
- 32.7** The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.
- 32.8** If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions.
- 32.9** This contract shall be automatically terminated if it has given risen to no payment in the two years following its signing.

Article 33 Termination by the Contractor

- 33.1** The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- fails to pay the Contractor the amounts due after provisional acceptance and pursuant Article 24 and 27 of the General Conditions;
 - suspends the delivery of the supplies, or any part thereof, for more than 90 days or any longer period as agreed in accordance with article 21.7 and for reasons not specified in the contract or not attributable to the Contractor.
- 33.2** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 33.3** In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered within the scope of the Contract and the Contract price.

Article 34 Force majeure

- 34.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.
- 34.2** For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events

which are beyond the Parties' control and cannot be overcome by due diligence. Cases of "force majeure" must be confirmed in writing by the Contract Officer before being applicable.

- 34.3** Notwithstanding the provisions of Articles 19 and 32, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 34.4** 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 Contracting Officer, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Contracting Officer.
- 34.5** If the Contractor incurs additional costs in complying with the Contracting officer's directions or using alternative means under Article 34.4, the amount thereof shall be certified by the COR and the Contracting Officer.
- 34.6** If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, the Parties shall be released from further performance of the contract.

DISPUTE SETTLEMENT

Article 35 Amicable dispute settlement

The Parties, represented by the Contractor's authorized representative and the Contracting Officer, shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 90 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

Article 36 Dispute settlement by litigation

If no settlement is reached within 90 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- the ruling from the court specified in Article 2 of the Special Conditions.

ETHICS CLAUSES

Article 37 Ethics clauses

- 37.1** 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 which is out of the scope of the Contract.
- 37.2** This prohibition also applies to any other contract or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3** When putting forward a candidacy or bid, the candidate or bidder shall declare that he is affected by no potential conflict of interest and has no particular link with other bidders or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 37.4** The Contractor must at all time 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.
- 37.5** For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the state where the Contract is performed.
- 37.6** 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.
- 37.7** The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 37.8** The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9** The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10** The Contracting Authority reserves the right to suspend or cancel the Contract if corrupt practices of any kind are discovered at any stage of the award process and/or contract implementation. 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 and/or implementation of a contract already concluded with the Contracting Authority.
- 37.11** The Contracting Authority reserves the right to suspend or cancel a Contract if unusual commercial expenses are discovered. 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.

- 37.12** The Contractor undertakes to supply the Contracting Authority and officially appointed auditors, on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority or officially appointed auditors may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses. Such demonstrated expenses will allow the Contracting Authority to issue a recovery order for the unusual commercial expenses.
- 37.13** The Contracting Authority reserves the right, upon receipt of reliable evidence which indicates with reasonable certainty that either the Contractor or any of the Contractor's representatives are or have been engaged in smuggling activities in any way related to this Contract to:
- (a) Terminate and cancel the Contract for default;
 - (b) Have any goods related to such smuggling seized and transferred to the competent Authorities for further action;
 - (c) Exclude the Contractor from any other Contracts financed by the Contracting Authority.
- 37.14** The Contractor shall fulfil its obligations in terms of health and social contribution to his employees as foreseen by the national legislation where the Contractor is established.

Article 38 Examination of records and audits

- 38.1** This clause shall be applicable to the subject Contract only, and if;
- (a) the price, or any of the prices to be paid under this supply Contract are other than firm fixed prices, or
 - (b) the Contract is terminated by the Contracting Authority and the Contractor submits a termination claim as a result thereof, or
 - (c) a dispute arises between the parties pursuant Article 35 and 36.
- 38.2** Pursuant Article 38.1, the Contractor will allow the Contracting Authority and officially appointed auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the Contract. These inspections may take place up to 5 years after the final payment.
- 38.3** To this end, the Contractor undertakes to give appropriate access to authorised staff or agents of the Contracting Authority to the sites and locations at which the Contract is carried out, including 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 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.
- 38.4** The Contractor guarantees that the rights of the Contracting Authority to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor.

ANNEX II: TECHNICAL SPECIFICATIONS

Part 1 – STATEMENT OF WORK FOR FOOD SUPPLY

LOT 1

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I. ATTACHMENT “A”

STATEMENT OF WORK FOR PROVISION OF RATIONS

1. GENERAL CONSIGNMENT

1.1. The Contractor is required to supply frozen, chilled, fresh, dry and canned rations in accordance with the HQ EUFOR/NHQ SA Ration Scale (Appendix B) to approximately 410 HQ EUFOR/NHQ SA personnel in Camp Butmir, Sarajevo, Bosnia-Herzegovina (BiH) (Appendix A). In addition, the Contractor must be able to provide truck deliveries direct to unit location for all commodities consigned therein. Food deliveries are to be to the designated delivery location, as referenced in Appendix A. It is important to note that the feeding strength is not guaranteed and it should be anticipated that feeding strength may be altered at any time during the bidding process and/or during the proposed contract period.

1.2. The contract period will be from December 2021 till 31 December 2022 with option to be extended on a yearly basis until 31 December 2023. The exact date of commencement of the contract will be determined during the award of the Contract to the successful bidder. The contract shall always remain subject to the HQ EUFOR/NHQ SA Mandate.

2. DELIVERY

2.1. The standard method of delivery will be to the delivery location as shown at Appendix A.

2.2 Deliveries to HQ EUFOR/NHQ SA must consist of two fresh/dry/frozen product deliveries per 7 (seven) day period. These would normally occur on a Tuesday and Friday.

2.3. A Special Function delivery system must be provided to HQ EUFOR/NHQ SA. This would entail the emergency delivery, within 4 working days, of any item on the current food list to Sarajevo to meet operational requirements. The cost of such function shall be priced in Annex III-A.

3. SEASONAL PRODUCTS

3.1. As all fresh fruit and vegetables must be available all year round, bidders are to provide, prices as required in Annex III.

4. FOOD QUALITY AND QUANTITY

4.1. Bidders should indicate that there is a necessary level of variation to the commodity list required by HQ EUFOR/NHQ SA individual nations to allow for the sustaining of morale and to meet their national/ethnic needs. Bidders are required to indicate that they have the capacity to and are willing to deal with such variations.

5. WAREHOUSE MANAGEMENT

5.1. The Bidder is to maintain one permanent warehouse facility within BiH so as to allow for any projected operational requirements to be met.

5.2. The bidder is to detail their warehouse facilities, their description, capacity

and layout are to be described and a detailed listing of staff and equipment is to be provided in the proposal. Suitable medical certification has to be provided for all warehouse/storage areas. The bidder has to submit appropriate evidence that the facilities are either owned or utilization arrangements with the owner of the premises are in place for the term of the contract duration. "Warehousing" shall be taken to include premises, refurbishment to appropriate standards, pest control, provision of all utilities, maintenance of cleanliness etc.

5.3. National/Ethnic provided food is to be separately stored and identified within the warehouse, and recorded. The bidder will be obligated to secure, warehouse, and provide insurance coverage, on behalf of EUFOR for any national provided food.

5.4. The bidder shall be responsible for the management of the warehouse facilities. This responsibility involves providing suitably qualified and trained personnel to carry out aforementioned requirements.

5.5. The Contracting Authority reserves the right to inspect the proposed warehouse prior to contract award and during contract implementation, in order to insure that it fulfills the prescribed hygiene, health and safety standards.

6. CONTAINERS

6.1. Bidders are to indicate their ability to provide refrigerated and dry containers, their type, age, Inspection Certificates (if available).

ATTACHMENT "B"

PROVISION OF RATIONS TO HQ EUFOR / NHQ SA

1 - GENERAL CRITERIA

- 1.1. Upon the production of correctly authorized Call Orders, HQ EUFOR/NHQ SA are to be issued with fresh, chilled, frozen, dry and canned rations at least twice a week in quantities sufficient for seven (7) days consumption. Rations should be supplied on fixed days of the week as determined between the HQ EUFOR/NHQ SA and the supplier.
- 1.2. The Contractor is responsible for the supply, transportation and delivery of foodstuffs. This is to include insurance of the products until accepted by the unit at the point of delivery. No transportation resources or manpower are available from HQ EUFOR/NHQ SA.
- 1.3. The basic procedure for deliveries of rations to the delivery location is:
 - a) HQ EUFOR/NHQ SA notifies the Contractor through a call order as to the type and quantity of the commodities required included in this contract. Such notifications will be given to the Contractor at least three (3) weeks in advance of the requested delivery date.
 - b) HQ EUFOR/NHQ SA will, at its convenience, arrange for a HQ EUFOR/NHQ SA Designated Staff to carry out, at the point of off loading, a quality control and tally inspection of the food supplies in order to ensure that the food items, packing and transport conditions conforms to the terms of this requirement.
 - c) The Contractor will advise the HQ EUFOR/NHQ SA via a detailed delivery report as to the details of each delivery, three (3) days in advance.
- 1.4. The Contractor must have the ability to liaise daily and without delay with the HQ EUFOR/NHQ SA Designated Staff to discuss discrepancies, defects and substitutions, which are unresolved.
- 1.5. The Contractor is responsible for the replacement of non-conforming and non-delivered products within two (2) days of the initial delivery. This replacement must be to the designated point of delivery and no financial liability will be accepted by the HQ EUFOR/NHQ SA for the reissue and/or transport costs incurred.
- 1.6. The Contractor shall advise the HQ EUFOR/NHQ SA without delay should it be unable to maintain the required issue quantities and issue cycle.

2 - STOCK LEVELS

- 2.1. The Contractor is not required to officially maintain any reserve stocks. However, he must be able to provide a limited range of products (frozen, dry and canned) taken from the HQ EUFOR/NHQ SA Ration Scale as determined by the HQ EUFOR/NHQ SA Designated Staff, for delivery to approved delivery locations within seventy-two (72) hours from time of request.
- 2.2. The HQ EUFOR/NHQ SA may request the Contractor to hold reserve stocks. These should normally not exceed seven (7) days supply of specific items, taken

from the approved product list of the HQ EUFOR/NHQ SA.

- 2.3. Further, they may request storage, management and delivery of commodities provided by the HQ EUFOR/NHQ SA, including combat rations. The cost for this service would be in accordance with the cost to store, palletize and transport national products.

3 - DELIVERY

- 3.1. The standard method of delivery will be to the delivery location as shown at Appendix A. However, the Contractor will deliver the rations to any location in BiH, if requested by the HQ EUFOR/NHQ SA. Although this remains unlikely.
- 3.2. Deliveries to HQ EUFOR/NHQ SA must consist of two fresh/dry/frozen product deliveries per seven-day period. These would normally occur on a Tuesday and Friday.
- 3.3. The Contractor must produce, prior to the final delivery, separate delivery notes to record the receipt of rations by the HQ EUFOR/NHQ SA.
- 3.4. In theater, if required, deliveries are to be effected by the use of Contractor provided refrigerated trucks and trailers.

4 - MECHANICAL HANDLING EQUIPMENT (MHE)

- 4.1. The Contractor shall provide all MHE necessary to achieve the requirements.
- 4.2. The Contractor is to provide his own power supply and fuel to operate any required facilities and equipment.
- 4.3. The Contractor will provide appropriately weighing scales to weigh all commodities prior to issue to units at all delivery locations. Up to date calibration certificates are to be made available on request.

5 - SPECIAL FUNCTIONS ORDERING SYSTEM

- 5.1. The Contractor will use his best effort to provide products within four (4) working days, excluding Saturdays and Sundays, from receipt of Call Order, for short notice special functions.

6 - CANCELLATION OF FOOD ORDERS

- 6.1. Cancellation of food orders shall be coordinated as soon as possible. The HQ EUFOR/NHQ SA shall incur no financial obligation if the cancellation/modification of the order is made more than nine (9) days before the planned delivery date to the HQ EUFOR/NHQ SA at the Delivery Location. If the cancellation/modification occurs less than nine (9) days prior to the planned date of delivery, the HQ EUFOR/NHQ SA may be charged for and have delivered all of the fresh products (fruit, vegetables and dairy) requested. Cancellation of dry, canned and frozen items may occur anytime prior to the departure from the Contractor's warehouse without charge to the HQ EUFOR/NHQ SA.

7 - HQ EUFOR/NHQ SA RATION SCALE

- 7.1. The Basis of Provision for rations is the HQ EUFOR/NHQ SA Ration Scale

shown at Annex III. This scale provides the minimum ration supply requirement for HQ EUFOR/NHQ SA. The Contracting Authority may require additional items to be provided, which will be subject of a contract modification.

- 7.2. The HQ EUFOR/NHQ SA Ration Scale shall not guarantee quantities to be supplied by the Contractor, but are an estimate comensurate with the feeding strenght level.

8 – SPECIFICATIONS

- 8.1. **Transport.** All food rations to be provided shall be transported and delivered in vehicles suitable for the purpose in accordance with the specifications set out in this Clause. Contractor shall take all reasonable precautions to ensure the stability of the cargo during transport.
- 8.2. **Food Specifications.** The Contractor shall provide food items in conformity with specifications outlined in this Statement of Work (SOW).
- 8.3. **Quantities.** The quantities to be provided to HQ EUFOR/NHQ SA shall be as per the food order. Variation in quantity of +/- 3% of an individual product will be accepted and paid for or discounted on subsequent invoice.
- 8.4. **Packaging.** The food rations shall be packaged in accordance with herein contained specification. Deliveries shall be separately packed, shrunk or stretch-wrapped as appropriate, and clearly identified (i.e. with the name and location of the HQ EUFOR/NHQ SA, the description of the goods and the reference to the corresponding order).

9 - ETHNIC FOOD ITEMS

- 9.1. The Contractor will supply ethnic food items, i.e. Halal food, in accordance with the applicable customs and are properly handled, stored and transported at all times, including their segregation from other food stuff as required. The Contractor must provide suitable documentation to verify that the food has been processed in the approved ethnic manner.

10 - SEASONAL PRODUCTS

- 10.1. Those products that are normally considered as seasonal, i.e. fresh fruit and vegetables are to be available all year round. Separate price lists with the in/out season prices and details when the prices apply are specified in Annex III.

11 - FOOD QUALITY AND QUANTITY

- 11.1. All food commodities purchased shall originate from those food supply sources approved by the EU or equivalent authorities and under regular surveillance of public health authorities or other appropriate government agencies. They are to be of a high standard and carry the appropriate certification.
- 11.2. All fresh meats and proteins must comply with EU or equivalent Authorities' health and hygiene regulations and must be accompanied with the appropriate inspection certificates. The Contractor will be responsible to ensure that deliveries of these commodities conform to the import regulations of local authorities. Any costs (transport/storage/replacement) relating to the refusal of the Local Authorities to allow the importation of certain food supplies will be born

by the Contractor.

- 11.3. The types of commodities required are listed in Annex III (HQ EUFOR/NHQ SA Ration Scale), with detailed specifications contained in this Statement of Work (SOW).
- 11.4. The deliveries of frozen and chilled goods should be in accordance with the specifications in this SOW.
- 11.5. The deliveries of fresh products shall be in accordance with the specifications in this SOW.
- 11.6. The deliveries of dry and canned goods should be in accordance with the specifications in this SOW.

12 - QUALITY WARRANTY

12.1. The Contractor warrants that the food rations, including the packing thereof, equipment and materials used, conform to their specifications and provisions and are fit for the purposes for which such goods and equipment are ordinarily used, for purposes expressly made known to the Contractor by the HQ EUFOR/NHQ SA and are free from all defects. The Contractor also warrants that the goods are contained or packaged in a manner necessary to protect the goods as indicated in this Statement of Work (SOW).

13 - DISCREPANCIES, DEFECTS AND SUBSTITUTIONS

13.1. All insufficient deliveries, products defects or discrepancy in deliveries, including deliveries of products different from those ordered, shall be recorded on the delivery docket. The HQ EUFOR/NHQ SA may reject any defective product and require the Contractor to remove it forthwith. The Contractor will have two (2) days to correct the insufficiency, discrepancy or defect and deliver it to the HQ EUFOR/NHQ SA normal delivery location, unless otherwise agreed with the HQ EUFOR/NHQ SA. The HQ EUFOR/NHQ SA shall have the right to request substitution of the item or subtraction of the value of the missing items from the Contractor's invoices.

13.2. Increases or changes in food orders less than nine (9) days prior to planned delivery shall relieve the Contractor of its obligations in regard to possible discrepancies/non availability of the required food items. The Contractor will endeavor to fulfill the increased demand with requested items or agreed upon replacements.

14 - LOSS, DAMAGE AND DESTRUCTION OF FOOD SUPPLIES

14.1. Risk of loss, injury or destruction to the goods shall be borne by the Contractor until delivery of the goods has been completed in accordance with this Statement of Work (SOW).

14.2. In circumstances requiring that the Contractor's vehicles be escorted by the HQ EUFOR/NHQ SA, the responsibility for the security of the transported food shifts to the HQ EUFOR/NHQ SA.

14.3. When the Contractor vehicles require a military escort, the responsibility for providing the transport and delivery of rations remains with the Contractor.

15 - HEALTH AND SAFETY

15.1. Throughout the duration of the contract, the Contractor shall:

- a) Ensure their staff, including those of any sub-contractors who may also be involved in handling foodstuff, are free of illness and certified as such in accordance with EU food safety regulations;
- b) Ensure the availability of suitable washing and toilet facilities at the different warehouses if used, and ensure that staff maintains an adequate personal and professional hygiene throughout each working shift;
- c) Ensure facilities and equipment, including transportation, meet EU standards for sanitation and cleanliness;
- d) Provide certification that refrigeration units are calibrated and serviced in accordance with specifications.

16 - RESPONSIBILITIES OF THE HQ EUFOR/NHQ SA CALLING OFFICERS

16.1. The HQ EUFOR/NHQ SA Calling Officers will liaise direct with the Contractor on all matters pertaining to food delivery and quality control.

16.2. The HQ EUFOR/NHQ SA Calling Officers may carry out receipt and verification of individual deliveries.

16.3. Calling Officer will provide Contractor's personnel with adequate and valid identification cards. Vehicle identification (HQ EUFOR/NHQ SA Stickers) will be provided and are only to be used when transporting goods ordered under this Contract.

17 - RESPONSIBILITIES OF THE HQ EUFOR / NHQ SA

17.1 HQ EUFOR/NHQ SA is responsible for the return of all pallets provided by the Contractor.

17.2 In the event of heightened security concern, the HQ EUFOR/NHQ SA may be required to provide a military escort for the Contractor's vehicles during the transportation of rations to the delivery location and on the return journey. Arrangements for escorts will be between the HQ EUFOR/NHQ SA and the Contractor. Any disputes will be communicated to the Contracting Officer for mediation. Until mediation is completed, non-delivery by Contractor shall not be considered Breach of Contract.

17.3. HQ EUFOR/NHQ SA will provide material handling equipment or manpower to facilitate the effective, speedy and safe unloading of the Contractor vehicles at the designated delivery location.

17.4. In case the HQ EUFOR/NHQ SA decides to pick-up the rations at the Contractor's warehouse, the Contractor will provide all suitable equipment and personnel for loading the HQ EUFOR/NHQ SA's vehicles.

17.5. Once the HQ EUFOR/NHQ SA has taken delivery of its rations, it is the responsibility of the HQ EUFOR/NHQ SA to transport the rations in a safe and hygienic manner.

18 - MOBILIZATION

18.1. Within twenty one (21) days from the date of the signature of Contract, the Contractor shall have:

- a) All necessary personnel, storage facilities/warehouses, MHE and transport equipment in place and fully operational
- b) Be prepared to commence supply and delivery of fresh rations
- c) Have the initial supply of seven (7) days frozen, dry and fresh food rations available for immediate issue to HQ EUFOR/NHQ SA.

19 - PROVISION OF CONTAINERS

19.1. The Contractor will be required to provide containers down to individual kitchen level for the storage and transportation of frozen, chilled, fresh and dry rations. The Contractor will also have to provide redundancy, spare parts, maintenance and management of any containers provided.

19.2. At the commencement of the Contract, HQ EUFOR/NHQ SA Designated Official, will be required to inspect any containers and the required documentation prior to the container being allowed to store rations.

19.3. Locations of the containers will be determined by the HQ EUFOR/NHQ SA concerned. The HQ EUFOR/NHQ SA is the sole arbitrator of number of containers it requires.

19.4. The Contractor will be responsible for all aspects of container management including, but not limiting to the provision of containers, their placement at locations, maintenance, spare parts, repair, and inspection of containers. The Contractor will provide local temperature logs for all powered refrigerated containers.

19.5. The monthly leasing fee per container will cover all container management expenses including but not limited to: transportation, initial inspection, maintenance, commissioning, pick up and dismantling.

Appendix A

PROJECTED FEEDING STRENGTHS AND DELIVERY LOCATION

<u>Confirmed Units</u>		<u>Delivery Location</u>	
EUFOR/NATO HQ Sarajevo	Total	410	Butmir Camp, Sarajevo
<u>Grand Total</u>		410	

This Appendix provides the feeding strengths for the HQ EUFOR/NHQ SA. These strengths will be used to calculate the CMR (this CMR will be exclusive of all other discounts and/or refunds). However, all bidders should indicate a separate discount structure. See Annex III-A.

The CMR will be the sole financial basis to define the "lowest price" during the contract award phase as specified in the Instruction to Bidders.

APPENDIX B

PACKAGING AND RELATED STANDARDS

FOREWORD

Any type of goods, which should not be detailed herein, shall obey the general rules depicted below.

SECTION 1 - GENERAL RESPONSIBILITIES OF THE SUPPLIER

1. **General** : The supplier shall be responsible for the provision of high quality food supplies to HQ EUFOR/NHQ SA activities for delivery as required at the address referred to in the food order, in the quantities and with the packaging, marking and delivery schedule specified by this so formed contract. To this and the supplier's responsibility shall include, but not necessarily be limited to the following:

1.1 **Quality** :

- a) The supplier shall provide only such food items as are recognized in the industry as being of high quality; specifically they should conform to European Union or US standards. He shall verify that modern methods and equipment have been used to ensure that the preparation and processing of the items he supplies are in accordance with the best commercial practice and subject to scientific control.
- b) The supplier shall provide only food items that are suitably processed and packed so as to have a shelf life and remain in good condition, from the time of arrival in the climate at the specified destination for a minimum of three (3) months for cool stored rations, six (6) months for frozen rations and twelve (12) months for dry rations.
- c) The supplier shall indicate on the labels, in the English language, the month and year in which the supplied items were processed and packed as well as the storage conditions recommended, including the minimum and the maximum temperature ranges required to ensure the specified shelf life.
- d) The supplier shall be responsible for obtaining the relevant importation certificates, health certificates etc, required by the country into which the food supplies are to be imported.
- e) The supplier shall comply with any restriction imposed by the country into which the food supplies are to be imported.

1.2 **Quantity**: the supplies shall conform as close as possible to the quantities ordered of each item and for each shipment. Overshipment and undershipment of not more than three percent (3 %) per shipment may be permitted provided that requiring activities shall not be liable for payment for overshipment above the three percent (3 %) limit, without prior approval.

1.3 **Description, Measurements and Weight**. The supplier shall in every case strictly observe the unit sizes and the net contents of container, carton, box, packet, can, jar, bag, etc., as indicated in the requiring activity food order. Net or pure weight shall mean the weight of the contents excluding the container. The supplier shall stamp in English language the description and the net weight of the contents of each container, carton, box, packet, can, jar, bag, etc.

1.4 PACKAGING

- 1.4.1 Processing.** Processing shall be accomplished in accordance with accepted good manufacturing practices. A full record of all stages of production shall be maintained which shall be available on demand to the supplier who shall provide same when required by the HQ EUFOR/NHQ SA designated staff. These records shall include the appropriate charts from automatic temperature recorders, which shall be fitted to processing equipment. The can's end shall be embossed with the canneries initials (up to three letters), the month (one or two figures) and year (2 final figures of the year) of packing in a single line. The canneries code or batch markings shall be embossed on the can's end; the embossing must be on a different line from that stipulated above.
- 1.4.2** The supplier shall at all times provide high quality commercial packaging which will prevent breakages in loading, shipping and unloading. The supplier shall ensure that all food products, including frozen meat are suitably packed for export and are able to withstand long voyages under varying climatic conditions. The supplier shall take all steps necessary to ensure that all food items are packed and prepared for shipment in a manner that meets or exceeds the specifications under section 3. Primary packaging will always bear trade labels, description of contents, net weight and production date. Secondary packaging will always group items from the same production batch and all cases of the same boxed or canned products shall contain the same number of boxes, cans or jars. Cans shall be in clean condition, free from dirt, rust, physical damage and paneling.

SECTION 2 - PACKAGING SPECIFICATIONS

- 2.1** Special packaging features. The following commodities require special attention on the part of the supplier.
- a) Fresh meat, poultry and fish, shall be cut, packed and frozen in accordance with the current and acceptable international standards. Frozen foods shall be packed in polyethylene (plastic) bags and shipped in strong vapor proof waxed containers, cartons, crates or boxes and shipped in refrigerated containers with current inspection certificates concerning freezer facilities.
 - b) Cereal flour must be packed in close-weave cotton bags with a strong tightly sealed plastic bag liner (i.e. a plastic bag inside a cotton bag).
 - c) Peas, dry beans and similar commodities must be packed in close-weaver jute or burlap bags with strong lines plastic bags (ply-lined).
 - d) Canned (tinned) foods must be packed in cans with non-toxic coating to prevent corrosion and contamination. Temperature conditions during transportation of all canned food items shall not exceed a maximum of 30 degrees C (85 degrees F).
 - e) Fruit juices shall be packed either in metal cans with non-toxic coating or in hermetically sealed open-top metal containers with non-toxic coating or in aseptically-filled tetra-packs. Paper containers with aluminum lining are not acceptable. Can ends shall be embossed with the production date and manufacturer's batch code.
 - f) Glass containers, bottles and jars are only acceptable for vinegar, lemon and lime juice, unless otherwise specified in each bid or order. Extra care to prevent breakage shall be taken when packing glass containers. Other

containers of strong non-breakable, non-collapsible material are acceptable.

- g) Solubles shall be packed in cans or other water and vapor-proof packages. Packaging units will be indicated in the purchase order. Evaporated milk shall be contained in double seamed cans. Seams shall be tight and of correct dimensions, with balance hooks properly interlocked.
- h) Table sugar shall be packed poly-lined cotton/jute bags or poly-lined six-ply paper bags of a weight substance of about 23 kgs (50 lbs) per ream.
- i) Tea for individual servings shall be in flow-through bags of at least 2.35 grams (0.083 oz) net weight with individual strings for ease of handling. A label indicating the brand name of the tea shall be attached to the end of the string.
- j) Crystals shall be supplied in heavy plastic bags or packets lined with aluminum foil. Each bag shall be labeled in English language to indicate the contents and the concentration for mixing the drink. One kilogram of crystals to 8 litres (2 gallons) of water is considered an acceptable quality. Such bags/pallets shall then be packed into boxes or cartons not to exceed a net weight of 25 kgs (55 lbs).
- k) Brie and Camembert cheese shall be supplied either in easy-open cans or in traditional French wood boxes.
- l) Canned fruit salad/cocktail: standard trade cans shall be used, double seamed or welded to conform with good commercial canning practice, and should be lacquered, where appropriate, as a prevention against corrosion.
- m) Rice will be packed in 25 kg woven polypropylene sacks marked with the country of origin, date of manufacture, contents and weight of contents.
- n) Oil shall be supplied in non-toxic food grade plastic containers up to 20 litres in capacity, clearly labeled with the name of the oil. The containers shall be packed in fibre-board cases clearly labeled with the name of the oil and the number and capacity of containers.
- o) Dehydrated soups shall be hermetically sealed in tin plate cans or canisters or in rigid plastic containers. Cans or canisters shall be double seamed or welded to conform with good commercial canning practice and should be lacquered where appropriate as a prevention against corrosion. The cans or canisters shall have a diaphragm seal and a lever lid closure. Rigid plastic containers shall have tight-fitting lids.
- p) Cans, canisters and plastic containers shall have reconstituting instructions clearly stated in English language and volume of soup produced and packed shall be clearly stated.
- q) Dry herbs and spices shall be supplied in disposable plastic containers with a vacuum sealed lid. Each container to have its content clearly labeled and not to exceed a net weight of 500g.

2.2 Containers

- a) Individual packets such as cornflakes, cans, etc., shall be suitably packed in cartons or boxes, and strapped before palletizing.

- b) All containers, cartons, crates, boxes, packages, bags, etc., shall be tightly sealed and strapped with primary and secondary (crossways) steel or nylon straps.

SECTION 3 - MARKING AND ADDRESSES

3.1 Markings. Commodities shall be marked in the English language with the following:

- a) Size, weight, volume and number of individual units as appropriate country of origin and trade labels
- b) Inspection certificates/seals/markings
- c) Lot no., date of production, date of packaging and expiry date

Authentic Halal markings when appropriate.

3.2 Addresses. The actual address to be used shall be that indicated in the requiring activities food order.

APPENDIX C

SPECIFICATIONS FOR FROZEN AND CHILLED GOODS

FOREWORD

Any type of goods which should not be detailed herein shall obey the general rules depicted below.

SECTION 1 - GENERAL PROCESSING CONDITIONS

- 1.1 Modern methods and equipment shall be used to ensure that preparation and processing are in accordance with the best commercial practice and subject to scientific control. The components used and the technique of production shall ensure a sound and wholesome condition during storage life in whatever the climate.
- 1.2 The source slaughterhouse(s) and the meat factory(s) must be registered and approved for the export of its products to the European Union or US.
- 1.3 The company shall ensure the following veterinary checks:
- veterinary checking of the slaughterhouse, cutting factory, packaging and
 - freezing unit and transport containers or trucks;
 - self-made control operations and laboratory analysis results.
- 1.4 Transport will be made only with refrigerated and freezing trucks, temperatures required are:
- for fresh items: minus 3,0 to plus 4,4 degrees C
 - for frozen items: under minus 18 degrees C
- 1.5 Labeling and packaging must be in accordance with European Union or US standards.

SECTION 2 - GENERAL CONDITIONS SPECIFIC TO MEAT

- 2.1 **GENERAL.** If the meat factory is not adjacent to the slaughterhouse, carcasses must be transported in refrigerated trucks (temperature 0 to 3 degrees C) and prepared within 3 days after slaughtering.
Boning, cutting and packaging (and freezing) operations must be run non-stop. In the rooms where the meat is cut and packed, the temperature cannot be over 10 degrees C.

SECTION 3 - MEAT SPECIFIC SPECIFICATIONS

3.1 BEEF, Boneless

The carcasses will correspond to R3 EUROPE classification weight between 70-300 kg.

- The meat will be vacuum packed and kept at a temperature between 0 to + 3 degrees. Packaging must be made within three (3) days after slaughtering (not including day of slaughtering).

- pH value of the meat will be under 6.00.
- After preparing the food, wattage must not exceed 10% of weight.
- Beef boneless vacuum packed has to be consumed within 21 days after packaging, which date must be written on the pack.
- Vacuum packed muscles are grouped together in 20 kg more or less 2 kg boxes.
- The meat shall handled frozen, be so hard that it cannot be cut with a knife in the frozen condition. If the warm hand is kept upon it for a few seconds, it shall become wet. Meat shall regain brighter hue on thawing.

BEEF, Liver.

- Must be vacuum packed and frozen.
- Delivered in 20 kg more or less 2 kg boxes.

3.2 PORK, Boneless.

- Separated, vacuum packed and frozen muscles, grouped together in boxes about 20 kg.
- Do not comprise muscles from legs, neck and shoulder cuts.
- Carcasses must be minimum classified EEC TYPE 2 A or 1B (or R class, muscles development A or B, new classification).
- Weight between 75-95 kg.

PORK, Bone-In:

- Loin only.
- Must be frozen, temperature inside the meat must not exceed minus 12 degree C, during storage and transport.
- The loins will be individually vacuum packed and grouped together in boxes about 20 kg.
- Fat thickness shall not exceed 10 mm.

HAM, Smoked.

- Must be vacuum packed.

3.3 VEAL, Boneless.

- Vacuum-packed muscles, refrigerated, grouped together in 20 kg more or less 2 kg boxes.

- Trunks minimum 2R 3 EUROP classification. Boneless carcasses with shoulder removed between 90 and 130 kg.
- Entitlement must comprise 50 % of the front (fore saddle) and 50% of the back (hind saddle) quarters.
- It has to be consumed with 12 days after packaging, which date must be written on the package.

3.4 **LAMB**

- Bone-in frozen. Weight between 25 and 35 kg.
- Carcasses without heads and feet must be individually protected.

3.5. **GOAT**

- Bone-in frozen. Weight between 25 and 35 kg.
- Carcasses without heads and feet must be individually protected.

3.6. **TURKEY, frozen**

- Body weight between 10 and 12 kg frozen, without neck and feet
- Ready to cook and include giblets.
- Grouped together in boxes about 20 kg.

3.7. **CHICKEN, frozen.** Birds shall be of good colour and possess a generally plump appearance, with ample breast meat and well-fleshed thighs. They shall be free from major abnormalities, bruises and blemishes. The free water/ice shall be minimal.

- Body weight between 1.2 and 1.5 kg, frozen, without neck and feet.
- Ready to cook and include giblets
- Grouped together in boxes about 20 kg.

Chicken quarters shall comprise thigh/drumsticks and wing/breast cut from first quality carcasses and supplied numerically in equal portions. They shall be fleshy, clean and fresh in condition.

3.8. **RABBIT, frozen.** Carcasses shall be I prime condition, free from blemishes, skinless with head and feet removed. When thawed, the flesh shall be firm and of a good color. The abdominal fat shall be firm and white. Carcasses showing yellowing of the fat shall not be accepted.

3.9. **FISH, frozen.**

- Fish fingers, cod, haddock, plaice.
- Only filets, no skin, no heads, no bones.

SECTION 4 - SAUSAGES SPECIFIC CONDITIONS

4.1. Sausages shall consist of:

- Beef: sound palatable meat trimmed free from gristle, bone and excessive connective tissue
- Pork: uncured, sound and wholesome meat, trimmed free from gristle, bone, rind, lesion and excessive connective tissue
- When cooked, the sausage shall have an attractive appearance and appetizing aroma. The flavor shall be characteristic of the meat.
-

SECTION 5 - BUTTER AND MARGARINE SPECIFIC CONDITIONS

5.1. BUTTER, salted frozen:

- EU standard or equivalent. Cream separated solely from first quality cow's milk.
- Moisture content not greater than 16%. Fat content not less than 82%. Curd content not more than 1,5%
- Salted
- Uniform color. Close body and waxy texture. Free moisture shall be absent.
- Salt must be evenly distributed.
- Delivery temperature: minus 11 degrees C to minus 8 degrees C.

5.2. BUTTER, unsalted, frozen

- EU standards or equivalent. Cream separated solely from first quality cow's milk.
- Moisture content not greater than 16%. Fat content not less than 82%. Curd content not more than 1,5%.

5.3. MARGARINE, salted and unsalted (flora, cooking & baking)

- Sunflower based and complying with EU standards or equivalent
- Uniform color. Close body and way texture. Free moisture shall be absent.
- If salted, salt must be evenly distributed.
- Delivery temperature: minus 11 degrees C to minus 8 degrees C.

APPENDIX D

SPECIFICATIONS FOR FRESH PRODUCTS

FOREWORD

Any type of goods which should not be detailed herein shall obey the general rules depicted below.

SECTION 1 – GENERAL

- 1.1 The vegetables shall be freshly gathered, sound, crisp and free from blight, discoloration and fungi.
- 1.2 The vegetables shall be of good average size and not coarse, stringy or old.
- 1.3 The leaves of root vegetables shall be removed two (2) inches (5 cm) from the crown.
- 1.4 Other varieties of vegetables shall be free of stalks, stumps and extraneous leaves.
- 1.5 All root vegetables shall be rendered clean and free from earth, and shall have a pure with interior, not tough and fibrous.

SECTION 2 - VEGETABLES SPECIFICATIONS

- 2.1 **BEANS** shall be bright, young, tender and fleshy, not hard, wrinkled, stringy or discolored; they shall be reasonably well-formed, fresh, firm and free from damage caused by dirt, leaves or leaf stem, foreign matter, diseases, insects, mechanical or other causes.
- 2.2 **BRUSSEL SPROUTS** shall be well colored and not withered or burst, firm, clean, well trimmed and free from soft root, seed stems, fresh and crisp. They shall be free from damage caused by discoloration, disease, insects, mechanical or other causes, outer leaves shall not have rot spots or any discoloration. The diameter of the BRUSSEL sprouts shall not be less than one inch.
- 2.3 **BEETS** shall be well shaped and have clean roots, with few roots and outgrowths. They must be of good size, firm, fine grained, free from woody fibre, sweet and fully flavored and have a thin skin free from cuts and bruises. Maximum seven pieces per kilo. Tops and tails maximum 1/2 inch. (1.25 cm).
- 2.4. **CARROTS** shall be smooth, clean, well shaped and regular of good size, of good orange color (poor color being often associated with poor quality), they shall break crisp, having a thin skin and sweet tender flesh. They should be 1 to 1-1/2 inches (2.5 to 3.1 cm) in diameter in belly side. Carrots that shall be wilted, flabby, soft or shriveled, showing marks of bacterial and fungal soft rots will be undesirable. Those showing thick masses of leaf stem at a point of attachment or “neck”, usually have undesirable large bores of hearts. The tops of bunched, young carrots shall be fresh and green, the condition of the tops being an indication of quality.
- 2.5 **CAULIFLOWER** shall have large, firm, tender, snowy white compact heads of uniform closeness and shall not be discolored, not blown (i.e. flower clusters having started to elongate causing the clusters to separate and give the curd an open appearance) or woolly (hairy or velvety appearance), ricey or over mature. The flower clusters of the curd and the heads shall be solid to the touch. The heads shall be free from softening or wet decay and from damage caused by wilting fuzziness and large bracts, dirt or other foreign matter, bruises, insects, mechanical

or other causes. Before acceptance, the leaves shall be removed (cut to within 3.5 cm or 1" of the curd) with the exception of one layer of leaves sufficiently long, green and fresh to protect the flower. The stump or stalk shall be of sufficient length to support the layer of protecting leaves, the rest of stalk shall be cut off immediately below the point of union with the basal leaves.

- 2.6 **CUCUMBER** shall be satisfactorily colored, dark green and cream white turning to rusty white. They shall be firm and fresh, and shall not have excessively long necks, loose wrinkled skin or sloppy flesh with an excess of seeds; they shall not be overgrown and shall be free from decay caused by yellowing, dirt or other foreign matter, disease, insects or mechanical or other causes. The diameter of each cucumber shall not be less than 7 / 8 inches (2,23 cm) and the length shall not be less than 6 inches (15 cm).
- 2.7 **CELERY EATING** shall be green, not yellow, the leaves shall be green, fresh and bright in appearance and shall not be stale, withered and dry.
- 2.8 **EUROPEAN CABBAGE** shall be either green or purple in color; and shall be fresh, crisp and firm with a large compact head, and as few loose outer leaves and as little stalk as possible. Heads shall be packed loosely enough, in crates, to prevent squashing.
- 2.9 **EGGPLANT (AUBERGINE)** the color may be white to yellow red or dark purple; they shall have a fresh looking, shining skin, the thinner skin, the better, and the skin shall be well-filled with soft greenish pulp and tender seeds which shall not be excessive. They shall be firm, free from damage caused by disease, insects, mechanical and other causes. Round eggplants shall be 340 grams maximum.
- 2.10 **LADY'S FINGER (OKRA)** shall be fresh, tender, either light green or fresh, velvety white in appearance, not yellowish or rusty brown, and free from damage caused by disease, insects, mechanical and other causes.
- 2.11 **LETTUCE** shall be fresh, tender and fairly firm to hand. It shall be free from decay and not have an excess of outer or wrapper leaves, not show signs of bruising or be double headed. They shall be trimmed of coarse or damaged outer leaves and stems removed to within 0.7 cm (1/4") from a mature basal leaf. Dead or discolored areas on the outer leaves may be an indication of decay.
- 2.12 **MARROW** shall be of best quality, firm, sound, fresh and of mild flavor, free from wormholes and bruises. They should be free from pithiness, wet or soft rot, bruising or other mechanical injury. They shall be cut from the vine with 2.5 cm to 5 cm (1" to 2") stalk attached. Maximum length shall not exceed 20 inches (51 cm).
- 2.13 **MUSHROOMS** shall be fresh and clean and normally marketed as cups and/or buttons. Flats (i.e. large heads), which are usually sold at a lower price, may also be supplied. Mushrooms shall be free from excessive browning and slime.
- 2.14 **MUSTARD AND CRESS** shall be present in approximately equal portions and shall be clean, fresh and free from discoloration.
- 2.15 **ONIONS** shall be of the best quality, sound, unbruised, free from disease and sprout and firm in all aspects for human consumption. They shall be of good average size and shall not contain excessive moisture.
- 2.16 **PEAS** shall be fresh, green color, crisp, juicy and well filled with fresh light green, dark green or white, unwrinkled peas of good size, neither over mature or excessively small; they shall be tender, thin skinned, sweet and full flavored. They shall not be water-soaked or misshapen and shall be free from grit and damaged caused by black calyxes, splitting, dirt, leaves or other foreign matter, mildew or other disease, insects or other mechanical causes.
- 2.17 **POTATO** shall be of sound and good quality, procurable in the season*, free from scab, frost damage, excessive greening and wet rot or other disease and suitable in all respects for human consumption. They shall have a good flavor, texture and

color and be suitable for all forms of cooking. They shall not blacken or discolor when cooked. Potatoes shall not average more than 15 to a kilo nor less than 5 to a kilo nor shall they be able to pass through a 2 inches (5 cm) circular mesh. They shall not be green or have a withered skin and shall be free of germination and eyes. they must be dried fully prior to packing. Old potatoes supplied from January onwards shall be suitable for long storage and shall have been treated with approved sprout suppressant. Any residue remaining on the potatoes shall not exceed the accepted tolerance for the chemical used. The treated potatoes shall be free from faint.

* In the months May to September, the supply position for potatoes during the transition from "old" to "new" crop may be difficult and standards during that period may be relaxed sufficiently only to ensure continuity of supply. When new potatoes are coming, they are susceptible to early deterioration and shall not be held for more than 5 days. As maturity advances, so can the period of storage be increased.

- 2.18 PUMPKIN** shall be fresh, sound free from worm holes and bruises, mature, clean, well formed and of a rich yellow color. They shall be thin and hard, free from insect or mechanical injury and free from rot, moldy or decay. The pumpkin shall not weigh less than 2.30 kilos each and maximum diameter shall not exceed 18 inches (46 cm).
- 2.19 RADISH** shall be well formed, smooth, firm, tender, crisp, clean and not pithy, free from any blight or discoloration. They shall be free from decay and from damage caused by growth crack, dirt, disease, insects, mechanical or other causes. The diameter of the radishes shall be not less than 5/8 inch (1,6 cm) and not more than 1-1/2 inches (3,8 cm). Radishes shall be trimmed to 1/2 inch (1,3 cm) above the root.
- 2.20 SWEET POTATO** shall be firm, smooth, fairly clean, free from black rot, soft rot or wet breakdown and damage caused by secondary roots, sprouts, cuts, bruises and scars, growth cracks, scurf or other diseases, weevils, or other insects, mechanical or other causes. Each sweet potato shall be not less than 2 inches (5 cm) in diameter and not more than 6 inches (15,3 cm) in length and shall weigh not less than 142 grams nor more than 450 grams.
- 2.21 SPRING ONION (GREEN)** shall be well formed, firm, young, tender, free from decay and damage caused by insects, seed stems, abnormal root growth, diseases, mechanical or other causes. The green tops shall be fresh, of good color, not wilted and free from damage. They shall be freshly picked. The sheath of leaves shall be left on to protect the kernels on the cob.
- 2.22 TOMATO** shall be of good quality, fresh and ripe in color. They shall be of good size, solid, plump, well filled and heavy. The flesh shall be plentiful, rich, tender and have a pleasant flavor (the smaller score and the less seeds, the better). They shall not be tracked or split and must not be so green that they will not ripe by the time they reach destination (on thawing, the tissues of fruits having been subjected to - 1 degree C or below for several days invariably break down and become watery).
- 2.23 TURNIP** shall be clean and fresh in appearance, of good size and regular shape, free from all cracks (large, coarse, overgrown turnips especially these that are light in weight for their size, may be tough, pithy, hollow or strong in flavor). The flesh shall be crisp, tender, fine grained, solid, sweet, juicy and of good flavor. The tops shall be fresh, green, young and well formed (yellowed or wilted tops may indicate damage of some kind, possibly long storage).
- 2.24 SPINACH** the leaves shall be clean, fresh, bright, crisp soft and succulent, not stale, withered and dry and shall be free from well grown spinach plants, well trimmed, free fro decay and damage caused by coarse stalks, seeds stems, yellow or disclosed leaves, wilting, dirt, disease, insects or mechanical or other causes.

2.25 BROCCOLI each bunch shall be free from decay, and from damage caused by overmaturity, discolouration of bud clusters or leaves, freezing, wilting, dirt or other foreign material, disease, insects, mechanical or other means. The bud clusters in each bunch shall be fairly compact and rich green in colour. Each bunch shall be neatly and fairly evenly cut off at the base, otherwise specified as closely trimmed. The ratio should be 2/3 of flower to 1/3 stalk.

SECTION 3 - SPECIFICATIONS FOR FRESH FRUITS

3.1 GENERAL. The fruits shall be ripe, sound, wholesome and free from insect infestation or damage, and in all respects fit for human consumption. Average number of fruits to a kilo of the following varieties of fruits are fixed as shown below:

Varieties of fresh fruits - citrus	Average No. to each kg
Apples	5-11
oranges (oval Jaffa oranges)	5-7
oranges (round)	9-11
Peaches	5-8
Pears	5-8
Tangerine	9-12
Grapefruit	5-7
Lime	13-16
lemon, sweet	5-7
lemon, Italian	5-9

3.2 APPLES Grade 1 Quality. Shall be firm and crisp in texture and of good aroma and flavor. There shall be no brown discoloration, externally or internally, from decay and storage conditions. Bruised and over-mature apples becoming mealy, with a lack of firmness and keeping quality shall not be accepted. Others aspects that shall justify rejection of the fruit are:

- Brown rot: firm, slightly sunken, decayed areas, which are most commonly dark brown or black;
- Blue mold rot: soft, watery spots of a light brown to pale straw color;
- Effects of low temperature injury: a cross section of the apple reveals a brown discoloration extending from the CENTRE throughout the flesh. Apples injured by low temperature are often dry and mealy; if severely frozen, apples are usually soft, mushy and insipid, skin becoming discolored and considerable darkened;
- Evidence of attacks by insects.

3.3 APRICOT shall be of first quality, freshly picked, packed in shallow boxes or crates, not more than three apricots deep in the crate of box. The fruit shall be provided slightly under-ripe and shall be free of splits, bruises or other damage.

3.4 BANANA shall have a good attractive color, fresh appearance and a firm plump texture. Flavor shall be enhanced by the ripening treatment. Banana shall be not more than 9 to 11 per kilo. They shall not be over-ripe or under-ripe and shall be able to last at least 72 hours after acceptance by the receiving representative of the

customer. Bananas shall be supplied in bunches, and must be suitable for issue three days after dispatch.

3.5 GRAPEFRUIT shall be fairly well colored, firm mature, of fairly smooth texture and not excessively thick skinned. They shall be free from bruises cuts which are not healed, decay, growth cracks and hard or dry skins. They shall be free from damage caused by bird pecks, buckskin, dirt or other foreign matters, dryness of mushy condition, green spots, oil spots, pitting, scab, scale scars, sorting, sunburn, thorn scratches, disease, insects, mechanical or other injury.

3.6 LEMON shall be fairly uniform in size, firm, fairly well formed and not abnormally rough. Shall be free from decay and internal evidence of broken skins which are not healed, hard or dry skins, growth cracks, internal decay, red blotch bruises, membranous stain or other internal discoloration. They shall be free from damage caused by dryness or mushy condition, scars, green spots, scale, sunburn, hollow core, scab, melanose, dirt or other foreign matter, disease, insects, mechanical or other injury. The fruit shall have a juicy content of not less than 25 % by volume.

3.7 PLUM (YELLOW OR RED) shall be of the best quality, sound fresh, free of water split and bruises. The fruit shall be provided at the peak of maturity and shall not be over-ripe or under-ripe.

3.8 ORANGES shall be mature, firm, well formed and of fairly smooth texture. The fruit shall be juicy and have a well-developed orange flavor. Oranges supplied shall be navels, Valencia or jaffas. Shall be free from bruises, cuts, broken skins which are not healed, hard or dry skin, decay, growth cracks and underdeveloped or sunken segments. They shall be free from mold, damage caused by bird pecks, buckskin, creasing, dirt or other foreign matter, dryness or mushy condition, green spots or oil; spots, pitting, scab, scale scars, split or rough or protruding navels, sprouting, sunburn, thorn scratches, riciness or woodiness of the flesh, disease, insects, mechanical or other injury.

Grade 1 Quality. They shall be bright and fresh in appearance, free from mould and have a uniform colour. A tolerance of light green colour is allowed providing that it does not exceed one-fifth of the total surface of the fruit. The minimum juice content is set at 30 - 35% by volume and shall be sufficiently developed to continue the ripening process. **Packaging.** They shall be packed in clean sound containers, clearly marked showing description and quality. **Size.** Graded size 53 mm.

3.9 PEACHES shall be of the freestone variety and whitish-yellow in color. The fruit shall be of uniform size, undamaged, reasonable firm but yielding to slight pressure, and of sufficient maturity to allow normal peeling of the skin. The flesh shall be succulent, sweet and the flavor characteristic of good quality. Over-ripe fruit shall not be accepted.

3.10 PEARS shall be at proper maturity, firm, free from blemishes and not bruised or shriveled. They shall not reveal aspects of the same defects that can appear on apples i.e. : brown rot, blue mold rot, effects of low temperature injury, evidence of attacks by insects.

Grade 1 Quality. Shall be firm and crisp in texture and of good flavour. They shall be free from brown discoloration both internally and externally and practically free of pest damage and any visible foreign matter. The pears shall be free of any abnormal external moisture and be sufficiently developed to continue the ripening process. **Packaging.** They shall be layer packed in clean sound containers, clearly marked showing description and quality. **Size.** Graded size 56 mm.

3.11 Grapes Grade 1 Quality. Shall be firm, of normal colour for the variety and not be squashed or over-ripe. They shall be free from damage caused by disease, pests, insects, birds, frost, bruising or by any other means. The grapes shall be free of any abnormal external moisture and be sufficiently developed to continue the ripening

process. Their condition must be such as to enable them to withstand transportation and handling and arrive in a satisfactory condition. Packaging. They shall be layer packed in clean sound containers, clearly marked showing description and quality. Size. Graded size bunches of 250 gm.

SECTION 4 - SPECIFICATIONS FOR EGGS AND DAIRY PRODUCTS

4.1 WARRANTY. Warranty from the time of receipt until the end of the calendar month in which the commodities were received and then for a further period as follows:

- butter (unsalted frozen)	8 months
- butter (salted frozen)	2 months
- margarine	6 months
- gouda, brie, camembert cheese	6 months
- blue and edam cheese	4 months
- cheddar cheese	3 months

4.2 CHEESE SPECIFICATIONS.

4.2.1. Dutch Gouda cheese:

- Rind must be yellow coated and body must be deep cream yellow with very small round holes distributed throughout.
- Texture must be semi-hard, firm and sliceable.
- Flavor must be mild and creamy.
- Milk fat must be 48 % minimum of dry matter
- Moisture must be 43 % maximum of the whole.

4.2.2. Danish blue cheese:

- Rind less, white cream and body must be white cream with blue green veins of mould.
- Texture must be semi-soft to soft crumbly but sliceable and spreadable.
- Flavor must be creamy and sharp.
- Milk fat must be 50 % minimum of dry matter
- Moisture must be 47 % maximum of the whole.

4.2.3. Edam cheese:

- Rind must be red or yellow coated and body must be pale yellow, with small round holes distributed throughout.
- Texture must be semi-hard, firm and sliceable.
- Flavor must be mild buttery and not too salty.
- Milk fat must be 40 % minimum of dry matter
- Moisture must be 46 % maximum of the whole.

4.2.4. Cheddar cheese:

- Straw yellow.
- Texture must be semi-soft.
- Milk fat must be 45 % minimum of dry matter.
- Moisture must be 43 % maximum of the whole.

4.2.5. Brie cheese:

- Rind must be white, mold, edible crust and body must be soft pale.
- Texture must be semi-soft to soft.
- Flavor must be delicate and creamy.
- Milk fat must be 48 % minimum of dry matter
- Moisture must be 50 % maximum of the whole.

4.2.6. Camembert cheese:

- Rind must be white, mold, edible crust and body must be creamy yellow color.
- Texture must be soft, just budging from crust.
- Flavor must be creamy but stronger than Brie.
- Milk fat must be 48 % minimum of dry matter
- Moisture must be 50 % maximum of the whole.

APPENDIX E

SPECIFICATIONS FOR DRY AND CANNED GOODS

FOREWORD

Any type of goods which should not be detailed herein shall obey the general rules depicted below.

SECTION 1 – PRESERVES

- 1.1 **Honey.** Produced by honeybees from the nectar of blossoms, or from secretions found on other living part of the plants. A product from honeybees artificially fed on sugar will not be acceptable.
- 1.2 **Jams and Marmalade.** Manufactured from good, wholesome fruit entirely free from infestation, mold, toxic chemical residues, dirt and other extraneous matter.

SECTION 2 – PASTA

All pasta shall be prepared from good wholesome ingredients from selected semolina. The product will be free from infestation, toxic, chemical residues, dirt and other extraneous matter.

SECTION 3 - FRUIT JUICES

- 3.1 **Ingredients and Additives.** Juices shall be prepared from good wholesome mature fruit, entirely free from infestation, mold, toxic chemical residues, dirt and other extraneous matter. Bruised, blemished, discolored or damaged fruit shall not be used. All fruit shall be of the latest season's crop. Concentrated juices prepared by distillation under reduced pressure or by freezing juices produced as above may be used in production of the finished product. Coloring matter and preservatives may be added subject to the requirements of the Government Food Regulations where the juice is produced.
- 3.2. **Sensory Quality.** The general appearance of the juices shall be bright and attractive having a color and flavor characteristic of the particular fruit. The juices shall not be dark or unpleasant to the taste.
- 3.3 **Metallic Contamination.** During the warranty period, the metallic contamination shall not exceed 250 mg of tin and 1 mg lead per kilogram of can contents.

SECTION 4 - CANNED FRUIT

- 4.1 **Preparation.** Canned fruit shall be prepared fruit and syrup hermetically sealed in tin-plate containers and heat-processed and shall conform to all relevant statutory requirements or regulations.
- 4.2 **Composition.** The fruit salad/cocktail should consist of peaches/pears/apricots/ pineapple and cherries (or grapes). All fruit shall be canned in syrup with a minimum brix of 25. The fruit must be in the following proportions of the total filled with fruit:

	Fruit salad	Fruit cocktail
Peaches	25 - 45 %	30 - 50 % (diced)

Pears	20 - 40 %	30 - 45% (diced)
Apricots	15 - 30 %	
Pineapple	8 - 16 %	6 - 25%
Cherries or grapes	5 - 15 %	6 - 20 %

SECTION 5 - FLOUR BREADMAKING/CULINARY

- 5.1 Production and Processing Requirements.** The flour shall be freshly milled, straight run flour of 70 - 75% extraction, derived from ground, clean wheat's. They shall be suitable for bread making and culinary purposes respectively. After milling, the flour shall be passed through an entoleter immediately prior to pacing into clean, multiwall paper sacks free from infestation. The conditions of production shall comply with the provisions of the Food hygiene regulations of the country of origin.
- 5.2 Quality.** At the time of delivery, the product shall comply in all respects with the requirements of the bread and flour regulations of the country of origin. It shall be free from any evidence of infestation.
- 5.2.1 Moisture content shall not be more than 14,5% by weight.
- 5.2.2 Ashes content shall not be more than 0,55% by weight.
- 5.2.3 Bread making flour shall contain not less than 11% of protein, calculated on moisture basis.
- 5.2.4 Culinary flour must content not less than 8.5% of protein, calculated on moisture basis of 14,5%.
- 5.2.5 Water absorption shall not be less than 58% for bread making flour and 55% for culinary flour.
- 5.2.6 Wholemeal flour shall content not less than 13% of protein on a moisture basis of 14%.

SECTION 6 – RICE

- 6.1** The grains shall be sound and undamaged, free from infestation and insect attack, foreign grains, weed seeds, mold or any extraneous or deleterious matter. Black or partially black grains shall be entirely absent. Modern methods of converting, hulling and milling shall be employed to produce the converted milled rice which shall not be dressed.
- 6.2** Sensory and Microbiological Quality. The rice shall consist of well developed grains, of a light converted appearance, and shall be free from mustiness or foreign odors. When appropriately prepared or cooked, the rice shall be free from musty or foreign flavors. The grains shall not adhere together in a glutinous mass but shall be readily separable.
- 6.3** The moisture content shall be not more than 14% by weight. The grain length shall be not less than 6,5mm. The proportion of broken grains shall not be more than 10%

SECTION 7 - MILK EVAPORATED

- 7.1** The milk to be evaporated shall be fresh, sweet and free from extraneous matter. Only "Permitted Miscellaneous Additives" of specific purity criteria and quantity complying with the requirements of EU or equivalent authorities¹ condensed milk and dried milk regulations may be added.

- 7.2** The product shall be a smooth homogeneous liquid free from any significant degree of fat, protein or whey separation, coagulation or sedimentation. The flavor shall be characteristic of the product “clean” palatable and free from taint. The supplies shall be of recent production and shall not be more than three months.
- 7.3** The total milk solids shall not be less than 25% W/W for 7,5% milk fat. The total milk fat content shall not be less than 7,5% W/W as required. The composition of the product shall be such that each 410 gr can contains the equivalent of 994 ml of milk (subject to a vacuum within the can, not less than 125 mm (5 inches) of mercury).

SECTION 8 - COOKING FAT

- 8.1** The oil shall be either refined corn oil, groundnut oil, sunflower oil or a blend of any of these oils with a maximum of 60 % of soy bean oil. The blended oil shall contain antioxidants. The oil shall be free from rancidity, odors and tastes and be suitable for edible or cooking purposes. The quantity of all oils shall comply with the standards determined by the food standards in force in the country of origin. The oil shall contain DIMETHYL POLYSILOXANE (DIMETHYL SILICONE) at a level not exceeding 10 mg/kg of the oil. It shall be present as a stable solution in the oil.

Part 2 - the Contractor's technical offer

ANNEX II: TECHNICAL SPECIFICATIONS

Part 1 – STATEMENT OF WORK FOR BOTTLED WATER

LOT 2

1. SCOPE OF WORK

- 1.1. The purpose of this contract is to provide bottled drinking water supply for HQ EUFOR/NHQ SA, Dining facility (DFAC) at Camp Butmir, Sarajevo.
- 1.2. The contractor is required to supply bottled drinking water to approximately 410 HQ EUFOR/NHQ SA personnel in Camp Butmir, Sarajevo, Bosnia-Herzegovina (BiH). In addition, the contractor must be able to provide truck deliveries direct to location in Camp Butmir, Sarajevo. It is important to note that the quantities indicated are not guaranteed and may be altered at any time during the bidding process and/or during the proposed contract period.
- 1.3. The contract period will be from December 2021 till 31 December 2022 with option to be extended for one (1) year until 31 December 2023. The exact date of commencement of the contract will be determined during the award of the contract to the successful bidder. The contract shall always remain subject to the HQ EUFOR/NHQ SA mandate.

2. DESCRIPTION OF SERVICES AND SUPPLIES

- 2.1. The contractor will provide bottled drinking water supply to the HQ Camp Butmir Dining Facility. Bottled drinking water will be delivered to the rear of the Dining Facility and unloaded by the contractor staff. It should be protected from outside influences as much as possible. Supplies are to be unloaded in the area that is covered to protect them from adverse weather conditions, insects and other sources of contamination. Replacement of products deficient through losses, poor handling or incorrect unloading will be the responsibility of the contractor.
- 2.2. The contractor shall be responsible for the provision of high quality bottled drinking water as are recognised in the industry as being of high quality; specifically they should conform to European Union or US standards. All bottled drinking water supplies shall be under regular surveillance of public health authorities or other appropriate government agencies. They should have appropriate certification.
- 2.3. The ordering lead time for bottled drinking water is 21 days.
- 2.4. Deliveries are to occur each Wednesday between 09:00 hrs – 10 hrs. Catering Manager will notify contractor when submitting a short notice order of required delivery time.
- 2.5. Following supplies shall be delivered:
 - a) Bottled drinking water, Plain (non-carbon.), 0.5 lit., Pallet
 - b) Bottled drinking water, Plain (carbon.), 0.5 lit., Pallet
 - c) Bottled drinking water, Plain (non-carbon.), 1.5 lit., Pallet
 - d) Bottled drinking water, Plain (carbon.), 1.5 lit., Pallet

3. DELIVERY PROCEDURE

- 3.1. The basic procedure for delivery is:
 - a) HQ EUFOR/NHQ SA notifies the contractor through a call order as to the type and quantity of the bottled drinking water required included in this

contract. Such notifications will be given to the contractor at least three (3) weeks in advance of the requested delivery date.

- b) HQ EUFOR/NHQ SA will, at its convenience, arrange for a HQ EUFOR/NHQ SA designated staff to carry out, at the point of off loading, a quality control and tally inspection of the bottled drinking water in order to ensure that packing and transport conditions conforms to the terms of this requirement.
- c) The contractor will advise the HQ EUFOR/NHQ SA via a detailed delivery report as to the details of each delivery.

- 3.2. The contractor must have the ability to liaise daily and without delay with the HQ EUFOR/NHQ SA designated staff to discuss discrepancies, defects and substitutions, which are unresolved.
- 3.3. The contractor is responsible for the replacement of non-conforming and non-delivered products within two (2) days of the initial delivery. This replacement must be to the designated point of delivery and no financial liability will be accepted by the HQ EUFOR/NHQ SA for the reissue and/or transport costs incurred.
- 3.4. The contractor shall advise the HQ EUFOR/NHQ SA without delay should it be unable to maintain the required issue quantities.
- 3.5. The contractor will use its best effort to provide products within four (4) working days, excluding Saturdays and Sundays, from receipt of call order, for short notice special functions.
- 3.6. Cancellation order may occur anytime prior to the departure from the contractor's warehouse without charge to the HQ EUFOR/NHQ SA.

4. MECHANICAL HANDLING EQUIPMENT (MHE)

- 4.1. The contractor shall provide all MHE necessary to achieve the requirements.
- 4.2. The contractor is to provide his own power supply and fuel to operate any required facilities and equipment.

5. DISCREPANCIES, DEFECTS AND SUBSTITUTIONS

- 5.1. All insufficient deliveries, products defects or discrepancy in deliveries, including deliveries of products different from those ordered, shall be recorded on the delivery docket. The HQ EUFOR/NHQ SA may reject any defective product and require the contractor to remove it forthwith. The contractor will have two (2) days to correct the insufficiency, discrepancy or defect and deliver it to the HQ EUFOR/NHQ SA normal delivery location, unless otherwise agreed with the HQ EUFOR/NHQ SA. The HQ EUFOR/NHQ SA shall have the right to request substitution of the item or subtraction of the value of the missing items from the contractor's invoices.

6. LOSS, DAMAGE AND DESTRUCTION OF SUPPLIES

- 6.1. Risk of loss, injury or destruction to the supplies shall be borne by the contractor until delivery has been completed in accordance with this Statement of Work (SOW).

- 6.2. In circumstances requiring that the contractor's vehicles be escorted by the HQ EUFOR/NHQ SA, the responsibility for the security of the transported products shifts to the HQ EUFOR/NHQ SA.
- 6.3. When the Contractor vehicles require a military escort, the responsibility for providing the transport and delivery of bottled drinking water remains with the contractor.

7. WAREHOUSE MANAGEMENT

- 7.1. The bidder is to maintain one permanent warehouse facility within BiH so as to allow for any projected operational requirements to be met.
- 7.2. The bidder is to detail their warehouse facilities, their description, capacity and layout are to be described and a detailed listing of staff and equipment is to be provided in the proposal. Suitable medical certification has to be provided for all warehouse/storage areas. The bidder has to submit appropriate evidence that the facilities are either owned or utilization arrangements with the owner of the premises are in place for the term of the contract duration. "Warehousing" shall be taken to include premises, refurbishment to appropriate standards, pest control, provision of all utilities, maintenance of cleanliness etc.
- 7.3. The bidder shall be responsible for the management of the warehouse facilities. This responsibility involves providing suitably qualified and trained personnel to carry out aforementioned requirements.
- 7.4. The contracting authority reserves the right to inspect the proposed warehouse prior to contract award and during contract implementation, in order to insure that it fulfills the prescribed hygiene, health and safety standards.

8. MEDICAL AND HEALTH INSPECTIONS

Throughout the duration of the contract, the contractor shall:

- 8.1. Verify that its employees are free of any infectious disease. Contractor's warehouse and products will be subject to regular medical inspections both prior to the service commencing and throughout the contract period.
- 8.2. Ensure facilities and equipment, including transportation, meet EU standards for sanitation and cleanliness.

9. RESPONSIBILITIES OF THE HQ EUFOR/NHQ SA CALLING OFFICERS

- 9.1. The HQ EUFOR/NHQ SA calling officers will liaise direct with the contractor on all matters pertaining to bottled drinking water delivery.
- 9.2. The HQ EUFOR/NHQ SA calling officers may carry out receipt and verification of individual deliveries.
- 9.3. Calling officer will provide contractor's personnel with adequate and valid identification cards. Vehicle identification (HQ EUFOR/NHQ SA stickers) will be provided and are only to be used when transporting goods ordered under this contract.

10. RESPONSIBILITIES OF THE HQ EUFOR / NHQ SA

- 10.1. HQ EUFOR/NHQSA is responsible for the return of all pallets provided by the contractor.
- 10.2. In the event of heightened security concern, the HQ EUFOR/NHQ SA may be required to provide a military escort for the contractor's vehicles during the transportation of products to the delivery location and on the return journey. Arrangements for escorts will be between the HQ EUFOR/NHQ SA and the contractor. Any disputes will be communicated to the contracting officer for mediation. Until mediation is completed, non-delivery by contractor shall not be considered breach of contract.
- 10.3. HQ EUFOR/NHQ SA will provide material handling equipment or manpower to facilitate the effective, speedy and safe unloading of the contractor vehicles at the designated delivery location.
- 10.4. In case the HQ EUFOR/NHQ SA decides to pick-up the supplies at the contractor's warehouse, the contractor will provide all suitable equipment and personnel for loading the HQ EUFOR/NHQ SA's vehicles.
- 10.5. Once the HQ EUFOR/NHQ SA has taken delivery of its supplies, it is the responsibility of the HQ EUFOR/NHQ SA to transport the supplies in a safe and hygienic manner.

11. MOBILIZATION

- 11.1. Within twenty one (21) days from the date of the signature of contract, the contractor shall have:
 - a) All necessary personnel, storage facilities/warehouses, MHE and transport equipment in place and fully operational
 - b) Be prepared to commence supply and delivery of bottled drinking water.

Part 2 - the Contractor's technical offer

ANNEX II: TECHNICAL SPECIFICATIONS

Part 1 – STATEMENT OF WORK FOR CONSUMABLE SUPPLIES

LOT 3

1. SCOPE OF WORK

1.1. The purpose of this open end contract is to provide Catering Expendable Items for HQ Camp Butmir, Sarajevo, Dining Facility, as per attached spreadsheet. Contractor must be able to deliver goods to location.

2. DESCRIPTION OF SERVICES

- 2.1. The contractor will provide catering expendable items one day per week, to the HQ Camp Butmir Dining Facility. Expendable items are to be delivered to the rear of the Dining Facility and unloaded by the contractor staff. Delivered products should be protected from outside influences as much as possible. Products are to be unloaded in the area that is covered to protect them from adverse weather conditions, insects and other sources of contamination. Replacement of products deficient through losses, poor handling or incorrect unloading will be the responsibility of the contractor.
- 2.2. The contractor shall be responsible for the provision of high quality industrial catering expendable items as are recognised in the industry as being of high quality; specifically they should conform to European Union or US standards.
- 2.3. The ordering lead time for catering expendables is 21 days.
- 2.4. Deliveries are to occur each Friday between 09:00 hrs. – 10 hrs. Catering Manager will notify contractor when submitting a short notice order of required delivery time.
- 2.5. It is preferable that the contractor has a stock of supplies in – country in order to face short notice order and sustain uninterrupted deliveries in accordance with the set deadlines.

3. MEDICAL AND HEALTH INSPECTIONS

- 3.1. Contractor will verify that its employees are free of any infectious disease. Contractor's warehouse and products will be subject to regular Medical inspections both prior to the service commencing and throughout the contract period.

4. LIST OF ITEMS




1. Paper Plate Dinner, White, 23 cm, (1x500)
2. Paper Plate Side, White, 18 cm, (1x1000)
3. Paper Plate Triple Compartment, 22cm Diameter, Eco friendly material (1x100)
4. Paper Cup, White, 200 ml, (1x2500)
5. Paper Napkin, White, 2ply, 33x33cm, (4x250)
6. Paper Napkin, Blue, 2ply, 33x33cm, (4x250)
7. Paper Napkin, Green, 2ply, 33x33cm, (4x250)
8. Paper Napkin, Red, 2ply, 33x33cm, (4x250)
9. Paper bag for individual pack cutlery set and napkin, Eco friendly material, Size 10x18.5 cm (1x500)
10. Wooden Knife Eco friendly material, 16 cm, (1x100)
11. Wooden Fork, Eco friendly material, 16 cm, (1x100)

12. Wooden Soup Spoon, Eco friendly material, 17.5 cm, (1x100)
13. Wooden Stirring stick, Eco friendly material, 14 cm, (1x100)
14. Wooden Tooth Picks, (1x1000)
15. Triple compartment "takeaway" food box, Eco friendly material, Size 24x21x8cm, (1x50)
16. Aluminum Foil, 45cm wide, 150 m with Dispenser(4x1roll)
17. Cling Wrap Film, 60 cm wide, 300 m minus Dispenser(4x1roll)
18. Packed Meal Boxes, White, 24x16x8 cm, (1x300)
19. Plastic Round Salad Container with Lid, 125 ml, (1x250)
20. Plastic Bags White, (25x6x45 cm, (1x500)
21. Plastic Bags for Freezer, 5ltr, 30x50cm, thickness 0.09 cm (5x100)
22. Cotton Mop Head, Heavy Duty, Industrial, (1x25)
23. Mop Handle, (To fit mop head), (1x30)
24. Floor Cloth, Vileda (or equivalent) Type, 50 x 56cm, (1x15)
25. Rubber Gloves, Heavy Duty, Neoprane Acid Proof, (1x12)
26. Scouring Sponge, Heavy Duty, 15x8x4 cm, (1x100)
27. Sponge Cloth, Square, 20 x 16 cm, (1x70)
28. Metal Scouring Pad, 50 g, (3x10)
29. String for tied Meat
30. Kebab sticks, (wooden 15 cm)
31. Kebab sticks, (wooden 18 cm)

Christmas items (ordered once during Christmas period)

1. Christmas Napkins, high quality paper, classic design, 33x33 cm, 250 pc per pack
2. Christmas Table Cloth, high quality paper, classic design, 84x84 cm
3. Christmas Tablecloth Roll, high quality paper classic design, 1,20 m width, 25 m per roll
4. Christmas Crackers, Plain, (50 ea)
5. Christmas Crackers, Luxury, (50 ea)
6. Wine Glass, plastic, disposable, 240ml
7. Champagne Glass, plastic, disposable 175ml, flute
8. Paper Cup, Christmas Design, 200ml, (1x2500)

1.		<p>Paper Plate Dinner White. 23cm Diameter. Fresh Fiber Paper, 270 g/m².</p>
2.		<p>Paper Plate Side White. 18cm Diameter. Fresh Fiber Paper, 220 g/ m².</p>
3.		<p>Paper Plate Triple Compartment. 22cm Diameter. Eco friendly material</p>

<p>4.</p>		<p>Paper Cup White. 200 ml. PE-Coated Paper, White, 7.6 g.</p>
<p>5.</p>		<p>Paper Napkins White. 2ply, 33x33 cm, (4x250). Cellulose, 13 g/ m².</p>
<p>6.</p>		<p>Paper Napkins Blue. 2ply, 33x33 cm, (4x250). Cellulose, 18 g/ m².</p>

7.





Paper Napkins Green.
2ply, 33x33 cm, (4x250).
Cellulose, 18 g/ m².


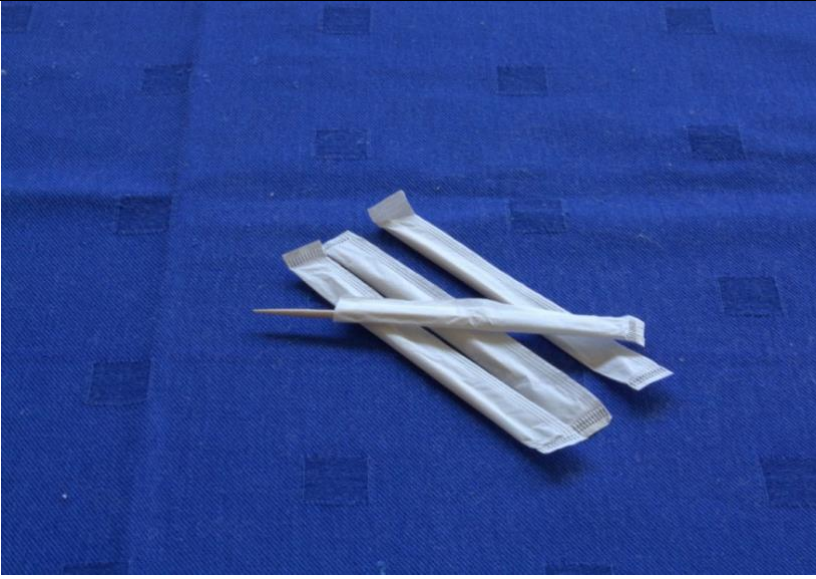
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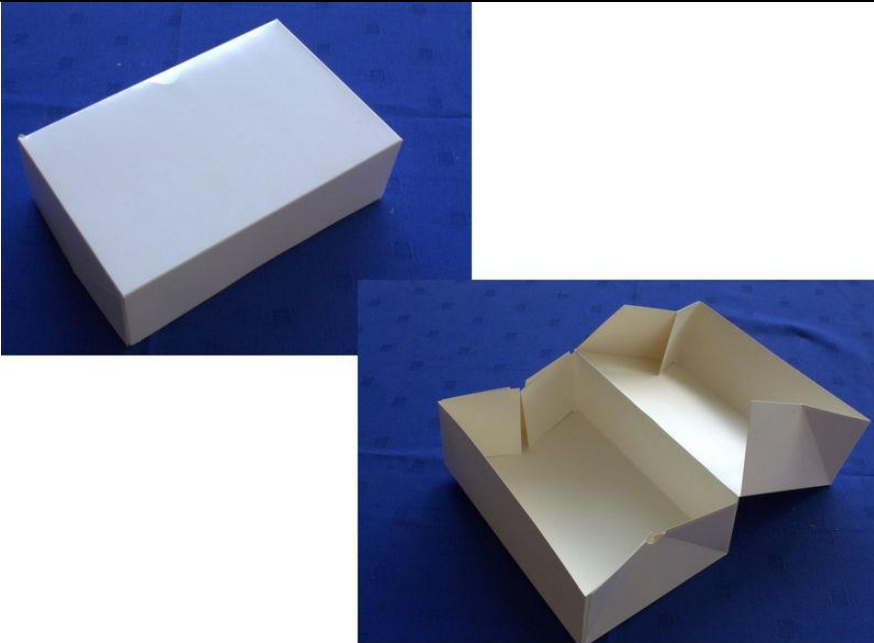
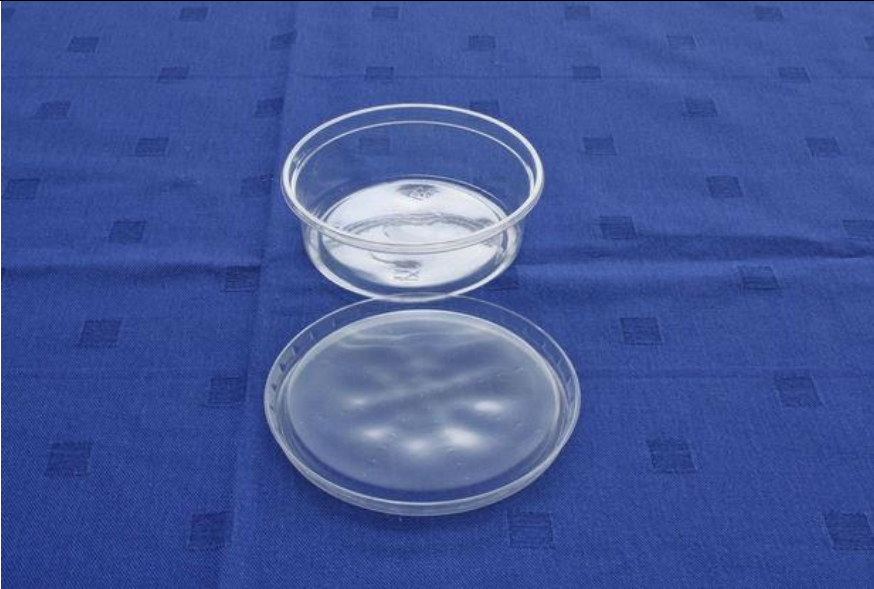
Paper Napkins Red.
2ply, 33x33 cm, (4x250).
Cellulose, 1 g/ m².

9.		<p>Paper bag for individual pack cutlery set and napkin Eco friendly material Size 10x18.5 (Image is just for orientation)</p>
10.		<p>Wooden Knife. Eco friendly material. 16 cm,</p>

11.		Wooden fork. Eco friendly material. 16 cm
12.		Wooden Soup Spoon. Eco friendly material 17.5 cm

13.		Wooden Stirring stick Eco friendly material 14 cm
14.		Wooden Tooth Picks. Natural Wood. Individually Wrapped, 67x2 mm.




15		Triple compartment takeaway food box Eco friendly material Size 24x21x8cm
16.		Aluminum Foil. 45 cm Wide, 150 m with Dispenser 11 µm.

17.		<p>Cling Wrap Film. 60cm Wide, 300 m Minus Dispenser. Polyethylene, Transparent, 9µm.</p>
18.		<p>Packed Meal Boxes White. 24x16x8 cm. Duplex GC2, White, 250 g/ m².</p>
19.		<p>Plastic Round Salad Container with Lid. Polypropylene Transparent cal. 10.1 cm, 5.6 g.</p>

<p>20.</p>		<p>Plastic Bags White. 25x6x45 cm. Low Density Polyethylene.</p>
<p>21.</p>		<p>Plastic Bags for Freezer. 5ltr, 30x50 cm, 0.09 cm Thickness.</p>

22.		<p>Cotton Mop Head. Heavy Duty, Industrial. 200 g, with Screw Thread.</p>
23.		<p>Mop Handle. To Fit Mop Head. Red 130 cm, Aluminum.</p>
24.		<p>Floor Cloth. Vileda Type. 50x56 cm. Soft Strengthened Fabric Easy Wringing.</p>

25.		<p>Rubber Gloves. Heavy Duty, Neoprene Acid Proof. Red/Yellow, Long.</p>
26.		<p>Scouring Sponge. Heavy Duty, 15x8x4cm. Polyurethane with Grip. Yellow/Green, 19 g.</p>
27.		<p>Sponge Cloth Square. 20x16cm. Washable at 600C, Lint Free.</p>

28.		<p>Metal Scouring Pad. 50 g. Galvanized Iron Wire.</p>
29.		<p>String for Tied Meat:</p>
30 & 31		<p>Kebab Sticks. Wooden, 15cm Wooden, 18cm</p>

SPECIAL NOTE:

INDICATION OF BRAND/MANUFACTURER, ON SOME OF THE PICTURES, IS PROVIDED ONLY AS PRODUCT REFERENCE. EQUIVALENT PRODUCT CAN BE OFFERED.

Christmas items



Christmas Napkins.
High Quality Paper Classic
Design. 33x33 cm, 250 pc per
pack.



Christmas Table Cloth.
High Quality Paper Classic
Design. 84x84 cm.



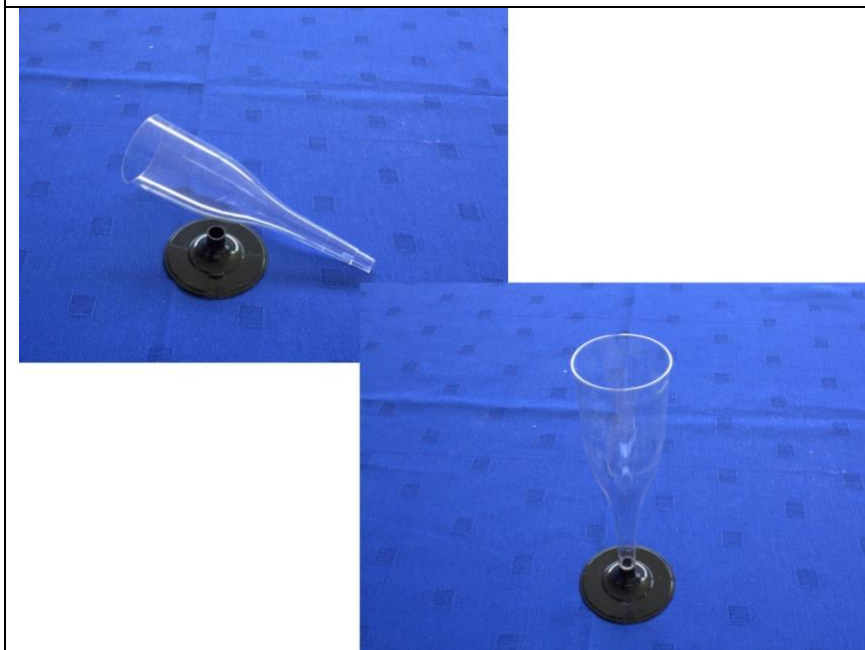
Christmas Table Cloth Roll.
High Quality Paper Classic
Design. 1.20m Width, 25 m per
roll.




Christmas Crackers Deluxe.



Wine Glass.
Plastic, Disposable 240 ml.



Champagne Glass.
Plastic, Disposable, 175 ml, Flute.

	<p>Paper cup with snowflake design. 200 ml. PE-Coated Paper, Christmas design, 7.6 g.</p>
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SPECIAL NOTE:

INDICATION OF BRAND/MANUFACTURER IS PROVIDED ONLY AS PRODUCT REFERENCE. EQUIVALENT PRODUCT CAN BE OFFERED.

Part 2 - the Contractor's technical offer

ANNEX III: FINANCIAL OFFER (LOT 1- FOOD SUPPLY) - MODIFICATION 1

Page No [...of...]

PUBLICATION REFERENCE: HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003

NAME OF THE BIDDER: [.....]

HQ EUFOR/NHQ SA RATION SCALE

Total Feeding Strength **410**
Total Feeding Days **30**

The "A" indicates that no weight/usage is provided but the item must be priced Those items shall not be used for CMR.

					BASIC YEAR 2022		OPTION YEAR 2023	
	#	ITEM	Total Weight	Size	Price	Total	Price	Total
	1	PROCESSED MEATS						
1	101	Mortadella Beef with Garlic	50	kg				
2	102	Salami Beef without Garlic	A	kg				
3	103	Bologna with Garlic	24	kg				
4	104	Mortadella Pork without Garlic	30	kg				
5	105	Salami Pork with Garlic	16	kg				
6	106	Salami Chicken	80	kg				
7	107	Jagdwurst	15	kg				
8	108	Bierwurst	12	kg				
9	109	Salami Turkey	12	kg				
10	110	Ham Pullman, Canned Ham	20	kg				
11	111	Raw Ham, Prosciutto Crudo S/Osso	10	kg				
12	112	Pastrami Sliced Beef, (Vac packed)	A	kg				
13	113	Pepperoni Sliced	A	kg				
14	114	Frankfurters, (Beef for Hotdogs)	A	kg				
15	115	Frikande, Grof Mora, (Long Sausage) or equivalent product	A	kg				
16	116	Bratwurst Thuringer,	40	kg				
17	117	Bockwurst, (10 Piece Vac packed)	30	kg				
18	118	Leberkaes Muenshner, (1/1 Vac packed)	24	kg				
19	119	Black Pudding	A	kg				
20	120	Ardennes Pate	A	kg				

21	121	Corned Beef, Canned	A	kg				
	2	FROZEN MEATS						
22	201	Beef Rump, Boneless	A	kg				
23	202	Beef Sirloin, Boneless	800	kg				
24	203	Beef Tenderloin	A	kg				
25	204	Beef Ribeye Steaks, (Ind Wrapped 8oz)	A	kg				
26	205	Beef Striploin Steaks, (Ind Wrapped 8oz)	A	kg				
27	206	Beef, Diced, (2.5 kg)	160	kg				
28	207	Beef, Hamburger, (USDA 4-1 ratio, 80% CH lean)	160	kg				
29	208	Beef Liver	140	kg				
30	209	Beef Kidney	A	kg				
31	210	Beef Ox Tongue, Cooked	A	kg				
32	211	Beef Minced, Frozen,80% beef 20% fat, No Soya	320	kg				
33	212	Breakfast Beef Sausage Links	A	kg				
34	213	Veal Leg Boneless	140	kg				
35	214	Veal Joint Rolled, (4 kg)	36	kg				
36	215	Veal Escalope, Unbreaded, (180 g)	A	kg				
37	216	Lamb Leg, Bone-In	260	kg				
38	217	Lamb Leg Roast, (Rolled & Tied)	A	kg				
39	218	Lamb Fillet	A	kg				
40	219	Lamb Chops, (Include Fillet)	20	kg				
41	220	Lamb Haggis, (Scottish 100% Lamb)	A	kg				
42	221	Pork Loin, Bone-in	320	kg				
43	222	Pork Leg, Boneless	A	kg				
44	223	Pork Fillet	A	kg				
45	224	Pork Shoulder Roast, (Rolled & Tied)	120	kg				
46	225	Pork Baby Back Ribs, (US Style)	40	kg				
47	226	Pork Steak from Neck, Marinated (180 g)	20	kg				
48	227	Pork Chops, Loin, (8 oz)	A	kg				
49	228	Pork Escalopes, Breaded, (5-6 oz)	16	kg				
50	229	Suckling Pig, (8 -10 kg)	A	kg				
51	230	Ham Gammon Whole, Bone In,	18	kg				
52	231	Ham Gammon Steaks, (6oz)	36	kg				
53	232	Bacon Back, Sliced, Breakfast	220	kg				
54	233	Chicken Whole, (1.2kg - 1.5 kg)	1456	kg				
55	234	Chicken Breasts Fillet, (4-6oz)	960	kg				
56	235	Chicken Wings, (Unbreaded)	A	kg				

57	236	Chicken Legs, Trimmed, (180 g)	A	kg				
58	237	Chicken Wing Drumlets, (Breaded)	20	kg				
59	238	Chicken Breasts, Cordon Bleu	4	kg				
60	239	Chicken Livers	A	kg				
61	240	Turkey Whole, (Approx 10 kg)	A	kg				
62	241	Turkey Roll, (Tied, Uncooked)	30	kg				
63	242	Turkey Escalope, (Unbreaded)	A	kg				
64	243	Turkey Escalope Breaded (150 g)	12	kg				
65	244	Turkey Breast	510	kg				
66	245	Duck Whole	A	kg				
67	246	Duck Legs	140	kg				
68	247	Duck Breasts, (4-6oz)	A	kg				
	3	PROCESSED FISH						
69	301	Salmon Smoked Sliced	A	kg				
70	302	Salmon Smoked Sliced, Gravelax, (500g pack)	A	kg				
71	303	Sardines in Oil, (125 g)	A	kg				
72	304	Sardines in Tomato Sauce, (125 g)	A	kg				
73	305	Tuna, (185 g)	36	kg				
74	306	Anchovy Fillets in Oil, (100g tin)	A	kg				
75	307	Mackerel in Tomato Sauce, (425 g)	A	kg				
76	308	Rollmops, Pickled Herrings	A	kg				
77	309	Tinned Oysters	A	kg				
	4	FROZEN FISH						
78	401	Seafood Crab Legs, (Alaskan King)	A	kg				
79	402	Seafood Crab Sticks	A	kg				
80	403	Seafood Crayfish, (Whole)	A	kg				
81	404	Seafood King Prawns, (Peeled) (31-40 lb)	A	kg				
82	405	Seafood Lobster Tails, (6-8oz Cold Water)	A	kg				
83	406	Seafood Lobster, Whole, (330gm)	A	kg				
84	407	Seafood Scampi in Batter	40	kg				
85	408	Seafood Mixed, (Insalata di Mare)	10	kg				
86	409	Seafood Whitebait, (Freeflow)	A	kg				
87	410	Fish Catfish Fillets, (6oz)	A	kg				
88	411	Fish Cod Fillet,	580	kg				
89	412	Fish Haddock Fillet	485	kg				
90	413	Fish Plaice Fillet	A	kg				
91	414	Fish Fillet Breaded, (4-6oz)	16	kg				

92	415	Salmon Fillet Steak, Boneless, (130-170 g)	40	kg			
93	416	Salmon, Whole Head On, (8-10 kg)	A	kg			
94	417	Fish Trout, Whole, (180 -220 g)	120	kg			
95	418	Cod in Batter Fillets, (140 - 170 g)	A	kg			
96	419	Breaded Haddock, (140 - 170 g)	A	kg			
97	420	Fish Fingers,	A	kg			
98	421	Fish Cakes, (80 g)	18	kg			
	5	INDIVIDUAL FROZEN PIES AND PASTRIES					
99	501	Baked Chicken & Mushroom Pie, (174 g)	A	kg			
100	502	Baked Beef Steak Pie, (190 g)	A	kg			
101	503	Baked Wrapped Cornish Pasty, (205 g)	A	kg			
102	504	Baked Scotch Pie	A	kg			
103	505	Baked Mince Beef & Onion Pie, (134 g)	A	kg			
104	506	Pork Pie, Individual (4oz UK)	A	kg			
105	507	Steak & Kidney Puddings, (200 g)	A	kg			
106	508	Jumbo Sausage Rolls	A	kg			
107	509	Baked Cheese & Onion Pasties, (158 g)	A	kg			
108	510	Pancake Roll, Chinese Savoury Veg, (90g)	20	kg			
	6	VEGETABLES/SALADS FRESH					
109	601	Asparagus	A	kg			
110	602	Aubergines/Eggplants, (month 4-9)	120	kg			
111	602-1	Aubergines/Eggplants, (month 10-3)	A	kg			
112	603	Brussel Sprouts, (month 2-9)	A	kg			
113	603-1	Brussel Sprouts, (month 10-1)	A	kg			
114	604	Cabbage, (month 3-7)	720	kg			
115	604-1	Cabbage, (month 8-2)	A	kg			
116	605	Cabbage Red, (month 3-7)	40	kg			
117	605-1	Cabbage Red, (month 8-2)	A	kg			
118	606	Carrots, (month 3-7)	400	kg			
119	606-1	Carrots, (month 8-2)	A	kg			
120	607	Courgettes, (month 12-5)	240	kg			
121	607-1	Courgettes, (month 6-11)	A	kg			
122	608	Broccoli, (month 1-5)	120	kg			
123	608-1	Broccoli, (month 6-12)	A	kg			
124	609	Ginger, (month 1-6)	A	kg			
125	609-1	Ginger, (month 7-12)	A	kg			
126	610	Cauliflower, (month 11-3)	160	kg			

127	610-1	Cauliflower, (month 4-10)	A	kg				
128	611	Celery, (month 3-7)	80	kg				
129	611-1	Celery, (month 8-2)	A	kg				
130	612	Chicory, (month 12-5)	A	kg				
131	612-1	Chicory, (month 6-11)	A	kg				
132	613	Cucumber, (month 12-5)	560	kg				
133	613-1	Cucumber, (month 6-11)	A	kg				
134	614	Leek, (month 12-5)	100	kg				
135	614-1	Leek, (month 6-11)	A	kg				
136	615	Mint, (month 12-4)	A	kg				
137	615-1	Mint, (month 5-11)	A	kg				
138	616	Lettuce, Elongated,Corromaine, (month 11-4)	8	kg				
139	616-1	Lettuce, Elongated,Corromaine, (month 5-10)	A	kg				
140	617	Lettuce, Curly Endive, (Lollo Rossa), (month 12-4)	16	kg				
141	617-1	Lettuce, Curly Endive, (Lollo Rossa), (month 5-11)	A	kg				
142	618	Lettuce, Leaf, Butterhead/Cabbage, (month 11-4)	8	kg				
143	618-1	Lettuce, Leaf, Butterhead/Cabbage, (month 5-10)	A	kg				
144	619	Lettuce, Crisphead (Iceberg), (month 12-4)	440	kg				
145	619-1	Lettuce, Crisphead (Iceberg), (month 5-11)	A	kg				
146	620	Mushrooms, Button, (month 12-4)	200	kg				
147	620-1	Mushrooms, Button, (month 5-11)	A	kg				
148	621	Okra (Lady's fingers), (month 12-5)	A	kg				
149	621-1	Okra (Lady's fingers), (month 6-11)	A	kg				
150	622	Garlic, (month 1-5)	40	kg				
151	622-1	Garlic, (month 6-12)	A	kg				
152	623	Onions, Red, (month 1-5)	A	kg				
153	623-1	Onions, Red, (month 6-12)	A	kg				
154	624	Onions, White, (month 1-5)	800	kg				
155	624-1	Onions, White, (month 6-12)	A	kg				
156	625	Parsley, (month 12-5)	40	kg				
157	625-1	Parsley, (month 6-11)	A	kg				
158	626	Parsnips, (month 10-3)	A	kg				
159	627	Pepper, Green, Hot, (month 2-6)	A	kg				
160	627-1	Pepper, Green, Hot, (month 7-1)	A	kg				
161	628	Pepper, Sweet, Green, (month 4-8)	340	kg				
162	628-1	Pepper, Sweet, Green, (month 9-3)	A	kg				
163	629	Pepper, Sweet, Red, (month 4-8)	240	kg				

164	629-1	Pepper, Sweet, Red, (month 9-3)	A	kg			
165	630	Sweet Hungarian Wax Pepper (Pale Yellow)	240	kg			
166	631	Pumpkin, (month 10-7)	A	kg			
167	631-1	Pumpkin, (month 8-9)	A	kg			
168	632	Radish, (month 11-4)	A	kg			
169	632-1	Radish, (month 5-10)	A	kg			
170	633	Tomato, (month 2-5)	1600	kg			
171	633-1	Tomato, (month 6-1)	A	kg			
172	634	Savoy Cabbage, (month 5-12)	60	kg			
173	634-1	Savoy Cabbage, (month 1-4)	A	kg			
174	635	Spinach,	A	kg			
175	636	Mangold (Blitva)	A	kg			
176	637	Collard Greens(Rastika)	A	kg			
177	638	Swede, (month 10-3)	A	kg			
	7	VEGETABLES FROZEN, Q/F					
178	701	Asparagus Spears, Q/F	A	kg			
179	702	Broccoli Florettes, Q/F	80	kg			
180	703	Brussel Sprouts, Q/F	100	kg			
181	704	Carrots Sliced, Q/F	20	kg			
182	705	Cauliflower Florettes, Q/F	120	kg			
183	706	Yellow Beans, Q/F	50	kg			
184	707	Green Beans Sliced, Q/F	100	kg			
185	708	Kernel Corn, Q/F	140	kg			
186	709	Corn on Cob, (Halves), Q/F	132	kg			
187	710	Mixed Vegetables, Jardiniere, Q/F	180	kg			
188	711	Peas, Q/F	120	kg			
189	712	Breaded Onion Rings, Q/F	A	kg			
190	713	Spinach, Q/F	150	kg			
191	714	Veggie Mince Burger (114 g)	A	kg			
	8	VEGETABLES AND PICKLES CANNED					
192	801	Pickles, Dill, (670 g)	172	kg			
193	802	Pickles, Hot, (330 g)	A	kg			
194	803	Pickles, Mixed, (670 g)	A	kg			
195	804	Olives, Black, (4.35 kg)	132	kg			
196	805	Olives, Green, (4.35 kg)	180	kg			
197	806	Baked Beans, "Heinz", (2,62 kg) or equivalent product	176	kg			
198	807	Bamboo Shoots, (540 g)	7	kg			

199	808	Kidney Beans, (2,6 kg)	48	kg				
200	809	Beetroot, (670 g)	148	kg				
201	810	Mushrooms, (2,6 kg)	15	kg				
202	811	Tomato Paste, (800 g)	174	kg				
203	812	Tomato Plum, (800 g)	126	kg				
204	813	Sauerkraut, (800 g)	20	kg				
205	814	Pickled Red Cabbage, (720 g)	A	kg				
206	815	Yams,	A	kg				
	9	POTATOES VARIED						
207	901	Potatoes, Fresh, (month 2-5)	3200	kg				
208	901-1	Potatoes, Fresh, (month 6-1)	3200	kg				
209	902	French Fries, (Frozen)	850	kg				
210	903	Croquette Potatoes, (Frozen)	A	kg				
211	904	Parisienne Potatoes, (Frozen)	A	kg				
212	905	Hashbrowns, (1.5 kg packet)	160	kg				
213	906	Potato Powder, Mash, Flakes	8	kg				
214	907	Potato Starch, (25 kg)	20	kg				
	10	FRESH FRUITS						
215	1001	Apples, Grade 1, (month 4-7)	720	kg				
216	1001-1	Apples, Grade 1, (month 8-3)	A	kg				
217	1002	Apricots, (month 9-5)	A	kg				
218	1002-1	Apricots, (month 6-8)	A	kg				
219	1003	Bananas	1680	kg				
220	1004	Cherries, (month 9-6)	A	kg				
221	1004-1	Cherries, (month 7-8)	A	kg				
222	1005	Clementines, (month 2-10)	A	kg				
223	1005-1	Clementines, (month 11-1)	A	kg				
224	1006	Cranberries, (month 12-9)	A	kg				
225	1006-1	Cranberries, (month 10-11)	A	kg				
226	1007	Dates, (month 3-8)	A	kg				
227	1007-1	Dates, (month 9-2)	A	kg				
228	1008	Grapefruits, (month 4-9)	160	kg				
229	1008-1	Grapefruits, (month 10-3)	A	kg				
230	1009	Grapes, grade 1, (month 11-5)	100	kg				
231	1009-1	Grapes, grade 1, (month 6-10)	A	kg				
232	1010	Kiwi, (month 4-9)	120	kg				
233	1010-1	Kiwi, (month 10-3)	A	kg				

234	1011	Lemons, (month 5-8)	640	kg				
235	1011-1	Lemons, (month 9-4)	A	kg				
236	1012	Mandarins, (month 7-1)	A	kg				
237	1012-1	Mandarins, (month 2-6)	A	kg				
238	1013	Mangoes, (month 3-9)	A	kg				
239	1013-1	Mangoes, (month 10-2)	A	kg				
240	1014	Oranges, grade 1, (month 4-9)	480	kg				
241	1014-1	Oranges, grade 1, (month 10-3)	A	kg				
242	1015	Papaya, (month 3-8)	A	kg				
243	1015-1	Papaya, (month 9-2)	A	kg				
244	1016	Peaches, (month 9-6)	A	kg				
245	1016-1	Peaches, (month 7-8)	A	kg				
246	1017	Pears, grade 1, (month 4-7)	440	kg				
247	1017-1	Pears, grade 1, (month 8-3)	A	kg				
248	1018	Pineapples, (month 3-8)	960	kg				
249	1018-1	Pineapples, (month 9-2)	A	kg				
250	1019	Plums, (month 9-6)	A	kg				
251	1019-1	Plums, (month 7-8)	A	kg				
252	1020	Pomegranates, (month 4-9)	A	kg				
253	1020-1	Pomegranates, (month 10-3)	A	kg				
254	1021	Strawberries, (month 9-5)	A	kg				
255	1021-1	Strawberries, (month 6-8)	A	kg				
256	1022	Sweet Melons, (month 12-4)	1600	kg				
257	1022-1	Sweet Melons, (month 5-11)	A	kg				
258	1023	Water Melons, (month 9-5)	A	kg				
259	1023-1	Water Melons, (month 6-8)	A	kg				
260	1024	Melons, (month 9-5)	600	kg				
261	1024-1	Melons, (month 6-8)	A	kg				
	11	CANNED FRUITS						
262	1101	Apricots, (820 g)	20	kg				
263	1102	Cherries, (820 g)	A	kg				
264	1103	Fruit Cocktail, (820 g)	240	kg				
265	1104	Peaches, (820 g)	20	kg				
266	1105	Pears, (820 g)	10	kg				
267	1106	Pineapples, (820 g)	20	kg				
268	1107	Goose Berries,	A	kg				
269	1108	Rhubarb, (3kg)	A	kg				

12		DRIED FRUITS						
270	1201	Currants	A	kg				
271	1202	Dates	90	kg				
272	1203	Mixed Peel	A	kg				
273	1204	Prunes	60	kg				
274	1205	Raisins	A	kg				
275	1206	Sultanas	64	kg				
13		DAIRY FRESH CHEESES						
276	1301	Edam	156	kg				
277	1302	Gouda	180	kg				
278	1303	Cheddar	200	kg				
279	1304	Cheese Havarti	A	kg				
280	1305	Brie	24	kg				
281	1306	Camembert	16	kg				
282	1307	Campazola	20	kg				
283	1308	Danish Blue	A	kg				
284	1309	Gorgonzola	4	kg				
285	1310	Stilton Blue Cheese, Whole (1kg)	A	kg				
286	1311	Mozzarella	A	kg				
287	1312	Feta	240	kg				
288	1313	Cottage Cheese, 5kg Bucket	50	kg				
289	1314	Boursin	A	kg				
290	1315	Cheese Cream	A	kg				
291	1316	Cream Cheese, Philadelphia Brand or equivalent product	6	kg				
292	1317	Parmesan Grated	4	kg				
293	1318	German Smoked Cheese, (454 g)	A	kg				
14		DAIRY PRODUCTS VARIED						
294	1401	Milk, Longlife	2360	ltr				
295	1402	Milk, Evaporated, (410 g)	20	kg				
296	1403	Cream, Long Life, (35%)	36	ltr				
297	1404	Cream Sour	48	ltr				
298	1405	Yogurt, Assorted Flavoured x 6 Types, (125 g)	270	kg				
299	1406	Yogurt, Natural, (150 g)	687	kg				
300	1407	Ice Cream, Assorted Tub	A	ltr				
301	1408	Ice Cream, Van/Choc, 65 ml/ea (32 each/case)	A	ltr				
302	1409	Ice Cream Cups, Van/Choc, (36 x 80 ml)	A	ltr				

303	1410	Whipped Spray Cream, (Can 350 ml)	6	ltr			
304	1411	Russian Salad, (5 kg bkt)	A	kg			
305	1412	Zalmsalade (Salmon Salad), (3 kg bkt)	A	kg			
306	1413	Kaitoffelsalade (Potato Salad), (5 kg bkt)	40	kg			
307	1414	Waldorf Salad, (3 kg bkt)	A	kg			
308	1415	Coleslaw Salad, (3 kg bkt)	A	kg			
309	1416	Party Salad, (3kg bkt)	6	kg			
	15	EGGS					
310	1501	Eggs	36000	each			
	16	OILS AND FATS					
311	1601	Cooking Oil, Olive Oil, (5 ltr)	20	ltr			
312	1602	Cooking Oil, Sunflower Oil, (10 ltr)	1600	ltr			
313	1603	Butter Unsalted, (250 g)	300	kg			
314	1604	Butter Portions,	60	kg			
315	1605	Margarine	A	kg			
316	1606	Aceite de Oliva Virgen, de 0.4 y 1 de acidez	84	ltr			
	17	CEREALS					
317	1701	Bran Whole	24	kg			
318	1702	Shredded Wheat	4	kg			
319	1703	Sugar Puffs	24	kg			
320	1704	Cornflakes	18	kg			
321	1705	Muesli	60	kg			
322	1706	Rice Crispies	12	kg			
323	1707	Weetabix	6	kg			
324	1708	White Oats, Dry Uncooked, (25 kg Bag)	50	kg			
325	1709	Hominy Grits,Quick Grits, (Quaker Brand)	5	kg			
	18	RICE AND PASTA					
326	1801	Macaroni	A	kg			
327	1802-1	Pasta, Fusili "Mama Lucia" or equivalent product	48	kg			
328	1802-2	Pasta, Penne " Riscossa" or equivalent product	48	kg			
329	1802-3	Pasta, Sedani "Mama Lucia" or equivalent product	160	kg			
330	1803	Spaghetti, (Grade 5)	60	kg			
331	1804	Lasagna, Oven Ready	49	kg			
332	1805	Rice, Basmati	A	kg			
333	1806	Rice, Uncle Ben's or equivalent product	400	kg			
334	1807	Ravioli, Canned	A	kg			
335	1808	Fresh Ravioli	21	kg			

336	1809	Fresh Torrelini	63	kg				
337	1810	Egg Noodles	A	kg				
338	1811	Pudding Rice	A	kg				
339	1812	Flour Tortilla, (12", 10-12 Per Pack)	63	kg				
340	1813	Taco Shells, (1,5 kg)	12	kg				
	19	SALT						
341	1901	Salt, Table, (25 kg)	250	kg				
342	1902	Salt, Indiv, Portions	A	kg				
	20	PULSES						
343	2001	Kidney Beans, (10 kg)	A	kg				
344	2002	Navy Beans, (10 kg)	40	kg				
345	2003	Red Beans, (10 kg)	A	kg				
346	2004	Peas, (10 kg)	A	kg				
347	2005	Chick Peas, (10 kg)	A	kg				
348	2006	Lentils, Red (10 kg)	40	kg				
	21	SOUPS DEHYDRATED						
349	2101	Chicken, (1,5 kg)	A	kg				
350	2102	Mushroom, (1,5 kg)	36	kg				
351	2103	Onion, (1,5 kg)	9	kg				
352	2104	Oxtail, (1,5 kg)	A	kg				
353	2105	Tomato, (1,5 kg)	A	kg				
354	2106	Vegetable, (1,5 kg)	A	kg				
355	2107	Broccoli, (1,5 kg)	A	kg				
356	2108	German Pea, (1,5 kg)	A	kg				
357	2109	Goulash, (1,5 kg)	24	kg				
358	2110	Minestrone, (1,5 kg)	A	kg				
	22	CONDIMENTS						
359	2201	Salad Dressing, Kraft, Italian, (250 g) or equivalent product	A	kg				
360	2202	Salad Dressing, Kraft, French, (250 g) or equivalent product	A	kg				
361	2203	Salad Dressing, Kraft, Thousand Island, (250 g) or equivalent product	24	kg				
362	2204	Ranch Dressing, Kraft, (250 g) or equivalent product	A	kg				
363	2205	Cumberland Sauce, (250g Jar)	A	kg				
364	2206	Barb-B-Que Sauce, Kraft, (300 g)	4	kg				

		or equivalent product					
365	2207	Black Bean Sauce, (230 g)	A	kg			
366	2208	Brown Sauce Ind Portions	A	kg			
367	2209	Sauce, Brown, (250 g)	A	kg			
368	2210	Sauce, Chilli, 250 g	92	kg			
369	2211	Sauce, Cranberry, (200 g)	A	kg			
370	2212	Sauce, Oyster, (430 ml)	6	ltr			
371	2213	Sauce, Soya, (1 Litre)	12	ltr			
372	2214	Sauce, Tabasco, (59 ml)	4	ltr			
373	2215	Sauce, Tartare, (300 g)	6	kg			
374	2216	Sauce, Tomato Ketchup, "Heinz", (342 g) or equivalent product	16	kg			
375	2217	Sauce, Tomato Ketchup, Ind Portions. "Heinz" or equivalent product	42	kg			
376	2218	Sauce, Worcester, (200 g)	2	kg			
377	2219	Steak Sauce, Heinz, (250 ml) or equivalent product	2	kg			
378	2220	Mint Sauce (200g Jars)	A	kg			
379	2221	Tartar Sauce, Ind Portions	A	kg			
380	2222	Mayonnaise, (10 kg bkt)	60	kg			
381	2223	Mayonnaise, Ind Portions	28	kg			
382	2224	Mint Jelly, (200 g, Jars)	A	kg			
383	2225	Lowensenf, Hot German Mustard, (250 g) or equivalent product	12	kg			
384	2226	Mustard Powder, Dijon	A	kg			
385	2227	Mustard, English, (2.5 kg)	9	kg			
386	2228	Mustard, French	A	kg			
387	2229	Mustard, Ind Portions	A	kg			
388	2230	Salad Cream, (500 g)	3	kg			
389	2231	Sandwich Spread "Heinz", (450 g) or equivalent product	A	kg			
390	2232	Red Wine Vinegar, (1 Litre)	24	ltr			
391	2233	Vinegar, (10 Litre)	150	ltr			
392	2234	Vinegar, Ind Portions	A	ltr			
393	2235	Horseradish, Ind Portions	A	kg			
394	2236	Vinaigrette Sauce, Ind Portions	A	ltr			
395	2237	Sambal Oelek, (500 g, Go Tan)	A	kg			

		or equivalent product					
396	2238	Chutney Mango, Hot, (500 g)	6	kg			
397	2239	Jalepeno Peppers, Pickled, (225 g)	A	kg			
398	2240	Lemon Juice, Acid Extract, (6 X 0.75 lt)	6	kg			
399	2241	Maple Syrup, Log Cabin, (354 g)	24	kg			
	23	HERBS, SPICES AND BOULLIONS					
400	2301	Basil, (250 g bkt)	A	kg			
401	2302	Bay Leaf, (150 g bkt)	1	kg			
402	2303	Herbs Dill, (250 g bkt)	A	kg			
403	2304	Herbs Mixed, (250 g bkt)	A	kg			
404	2305	Oregano, (200 g bkt)	1	kg			
405	2306	Parsley, (125 g bkt)	A	kg			
406	2307	Rosemary, (250 g bkt)	A	kg			
407	2308	Chives	A	kg			
408	2309	Thyme, (300 g bkt)	A	kg			
409	2310	Sage	A	kg			
410	2311	Tarragon, (300 g bkt)	A	kg			
411	2312	Marjoram, (100 g bkt)	A	kg			
412	2313	Fennel, (450 g bkt)	A	kg			
413	2314	Shoarmakruiden, (Gyros Spice)	A	kg			
414	2315	Cardoman Powder, (400 g bkt)	A	kg			
415	2316	Caraway Powder, (450 g bkt)	A	kg			
416	2317	Coriander Powder	A	kg			
417	2318	Cumin Powder	A	kg			
418	2319	Curry Powder	2	kg			
419	2320	Cayenne Powder, (450 g bkt)	A	kg			
420	2321	Chicken Stock Cubes	3	kg			
421	2322	Chilli Powder, (450 g bkt)	1	kg			
422	2323	Paprika Powder Sweet	8	kg			
423	2324	Cloves Whole, (450 g bkt)	1	kg			
424	2325	Coconut Cream (12oz can)	6	kg			
425	2326	Garam Masala Powder, (450 g bkt)	1	kg			
426	2327	Turmeric Ground Powder, (450 g bkt)	1	kg			
427	2328	Garlic Salt, (450 g bkt)	1	kg			
428	2329	Garlic Powder, (450 g bkt)	1	kg			
429	2330	Ginger Ground, 450 g bkt)	1	kg			
430	2331	Tamarind, (400 g bkt)	A	kg			

431	2332	Pepper Ind Portion	A	kg			
432	2333	Pepper, Pure Black Powder, (450 g bkt)	4	kg			
433	2334	Pepper, Pure White Powder, (450 g bkt)	1	kg			
434	2335	Spice Poultry Powder, (450 g bkt)	4	kg			
435	2336	Thai Red Curry Paste	A	kg			
436	2337	Beef Gravy Sauce Powder, (2.5 kg)	24	kg			
437	2338	Beef Boullion Extract, Paste Knorr or equivalent product	A	kg			
438	2339	Chicken Boullion Extract, Paste Knorr or equivalent product	4	kg			
439	2340	Anchovy Essence, (3-6oz Bottle)	A	ltr			
440	2341	Liquid Smoke Flavouring	A	kg			
441	2342	Aspic Gelatine Powder	A	kg			
442	2343	Gravy Browning	A	kg			
443	2344	Boemboe Sate, (Marinade for Shiskabarbs)	A	kg			
444	2345	Sage & Onion Stuffing (5 kg bag)	5	kg			
445	2346	Sambal Oelek (Conimex) or equivalent product	24	kg			
	24	PASTRY ESSENCES SPICES					
446	2401	Almonds Sliced	25	kg			
447	2402	Almonds Crushed	A	kg			
448	2403	Hazlenuts	A	kg			
449	2404	Chocolate Dark Cooking, Block	24	kg			
450	2405	Chocolate, Dark Milk, Vermisellie	A	kg			
451	2406	Chocolate Essence	A	ltr			
452	2407	Mocca Essence	A	ltr			
453	2408	Vanilla Extract	1	ltr			
454	2409	Lemon Flavouring	A	ltr			
455	2410	Rum Flavouring	1	ltr			
456	2411	Peppermint Flavouring	A	ltr			
457	2412	Colouring Green	A	ltr			
458	2413	Colouring Red	A	ltr			
459	2414	Colouring Yellow	A	ltr			
460	2415	Cinnamon Powder	1	kg			
461	2416	Chestnut Cream (12 x 435 g tin)	3	Kg			
462	2417	Gelatin (Leaf, 250g packet)	1	kg			
463	2418	Marzipan	6	kg			
464	2419	Nutmeg Powder, (450 g bkt)	A	kg			

465	2420	Jelly Red Sweet Crystals	A	kg			
466	2421	Yeast Dried	A	kg			
467	2422	Shredded Coconut, Canned	30	kg			
468	2423	Cherries, Glaced	A	kg			
469	2424	Angelica	A	kg			
	25	SUGAR					
470	2501	Sugar, White, (25 kg)	500	kg			
471	2502	Sugar, White, Cubes	70	kg			
472	2503	Sugar, Icing, (25 kg)	20	kg			
473	2504	Sugar, Brown, Soft Demorara (25 kg)	A	kg			
474	2505	Sugar, Sachets Sweetex (No Sacharin) or equivalent product	A	kg			
	26	BAKERY ITEMS					
475	2601	Assorted Cheese Biscuit Jacobs or equivalent product	A	Kg			
476	2602	Biscuits Morning Coffee	6	kg			
477	2603	Biscuits Petit Beurre	24	kg			
478	2604	Biscuits Digestive	6	kg			
479	2605	Crackers Savoury Plain	10	kg			
480	2606	Waffles Savoury Breakfast	A	kg			
481	2607	Waffles Sweet	A	kg			
482	2608	Buns Hamburger, (Pre-Cut, 50 g)	55	kg			
483	2609	Buns Hot Dog, (Pre-Cut, 80 g)	A	kg			
484	2610	Div Broodjes Shoarma, 10 pcs, (Pita Bread)	6	kg			
485	2611	Pizza Bases, Frozen, (10" diam)	56	kg			
486	2612	Puff Pastry Frozen	10	kg			
487	2613	Bouchee Cases, Puff Pastry 1"diam	A	kg			
488	2614	Cake Mix Plain	4	kg			
489	2615	Chocolate Bownie Mix	A	kg			
490	2616	Choux Pastry Mix, (5kg)	A	kg			
491	2617	Cornfour, Polenta-Yellow Grain	6	kg			
492	2618	Flour White General Purpose, (25 kg)	725	kg			
493	2619	Knekebrod, Hardbread	12	kg			
494	2620	Poppadoms	A	kg			
495	2621	Prawn Crackers	A	kg			
496	2622	Cream Thickening Powder (Sahnesteif, 1 kg pkt)	A	kg			
497	2623	Baking Powder	10	kg			
498	2624	Baking Soda	A	kg			

	27	DESSERTS						
499	2701	Pie, Apple, Unbaked,(1300 g)	18	kg				
500	2702	Pie, Apple Strudel	29	kg				
501	2703	Pie, Cherry, (1300 g)	A	kg				
502	2704	Pie, Sweet Potato, (1300 g)	A	kg				
503	2705	Pie, Sweet Mincemeat, (1300 g)	A	kg				
504	2706	Pie, Pecan, (1300 g)	2	kg				
505	2707	Blueberry Pie, Unbaked, (1300 g)	A	kg				
506	2708	Raspberry Pie, Unbaked, (1300 g)	A	kg				
507	2709	Blackberry Pie, Unbaked, (1300 g)	A	kg				
508	2710	Big Blackberry and Apple Pie (3.15 kg)	34	kg				
509	2711	Original US Pumpkin Pie, Ready to Bake,(1300g)	A	kg				
510	2712	Lemon Meringue Pie, Unbaked, (1300 g)	A	kg				
511	2713	Pie Filling, Apple	22	kg				
512	2714	Pie Filling, Lemon	4	kg				
513	2715	Pie Filling, Sweet Mincemeat	12	kg				
514	2716	Pie Filling, Strawberry	A	kg				
515	2717	Sacher Torte, (1450g)	A	kg				
516	2718	Hazelnut Cream Gateau, (1300 g)	A	kg				
517	2719	Chocolate Cream Gateau, (1400 g)	18	kg				
518	2720	Peach Melba Cream Gateau, (1950 g)	A	kg				
519	2721	Cheese Cream Cake with Apricot, (1400 g)	6	kg				
520	2722	Black Forest Gateau, (1400 g)	6	kg				
521	2723	Strawberry Short Cake, (1300 g)	A	kg				
522	2724	Strawberry Cheese Cake, (1300 g)	A	kg				
523	2725	Chocolate Chip Cheese Cake, (1300 g)	A	kg				
524	2726	Black Forest Cheese Cake, (1300 g)	A	kg				
525	2727	Pudding Mix, Banana	12	kg				
526	2728	Pudding Mix, Butterscotch	A	kg				
527	2729	Pudding Mix, Chocolate	A	kg				
528	2730	Pudding Mix, Vanilla	12	kg				
529	2731	Pudding Cassate (Dessert Icecream)	A	kg				
530	2732	Custard Powder	A	kg				
531	2733	Custard, Individual Chocolate Pudding, (125 g)	162	kg				
532	2734	Custard, Individual Vanilla Pudding, (125 g)	162	kg				
533	2735	Cake, Cheese, (Crumb & Filling Mix)	4	kg				
534	2736	Brownies, QF, (96 x 75 g)	A	kg				

28		JAM AND ALTERNATIVES						
535	2801	Jam, Apricot, Jar (450 g)	5	kg				
536	2802	Jam, Plum, Jar, (450 g)	5	kg				
537	2803	Jam, Raspberry, Jar, (450 g)	A	kg				
538	2804	Jam, Strawberry, Jar, (450 g)	A	kg				
539	2805	Jam, Individual Portions	34	kg				
540	2806	Jam, Mixed Fruit, Jar, (450 g)	6	kg				
541	2807	Marmalade, Jar, (450 g)	A	kg				
542	2808	Honey, Individual Portions	93	kg				
543	2809	Honey, Jar (450 g)	25	kg				
544	2810	Syrup, Golden, (450 g)	A	kg				
545	2811	Marmite, (250 g)	A	kg				
546	2812	Peanut Butter, Jar, (350 g)	A	kg				
29		JUICES AND ALTERNATIVES						
547	2901	7UP, Cans or equivalent product	16	ltr				
548	2902	Coca Cola, Cans or equivalent product	48	ltr				
549	2903	Fanta, Cans or equivalent product	40	ltr				
550	2904	Pepsi Cola, Cans or equivalent product	16	ltr				
551	2905	Apple Juice, 1 ltr Tetra Packs	360	ltr				
552	2906	Passion Fruit Juice, (1 ltr Tetra Packs)	A	ltr				
553	2907	Pineapple Juice, (1 ltr Tetra Packs)	A	ltr				
554	2908	Mango Juice, (1 ltr Tetra Packs)	A	ltr				
555	2909	Tomato Juice, (1 ltr Tetra Packs)	A	ltr				
556	2910	Grapefruit Juice, (1 ltr Tetra Packs)	A	ltr				
557	2911	Orange Juice, (1 ltr Tetra Packs)	1136	ltr				
558	2912	Squash, Orange, (Dilution 1:10)	190	ltr				
559	2913	Squash, Lemon, (Dilution 1:10)	80	ltr				
560	2914	Squash, Apple & Cranberry, (Dilution 1:10)	80	ltr				
561	2915	Squash, Mixed Fruit, (Dilution 1:10)	70	ltr				
562	2916	Squash, Grapefruit, (Dilution 1:9)	A	ltr				
563	2917	Fruit Juice, Apple, (200 ml)	132	ltr				
564	2918	Fruit Juice, Orange, (200 ml)	96	ltr				
565	2919	Orange Juice, Frozen Concentrate, (1 kg)	A	kg				
30		COCOA AND ALTERNATIVES						
566	3001	Cocoa	10	kg				
567	3002	Nesquick or equivalent product	A	kg				
568	3003	Cadbury Chocolate Drink Mix, For Dispenser	12	kg				

		or equivalent product					
	31	COFFEE AND ALTERNATIVES					
569	3101	Coffee Instant, Nescafe individual Portions or equivalent product	A	kg			
570	3102	Coffee Instant, De-Caffinated Individual Portions	A	kg			
571	3103	Coffee Kenco Really Rich or equivalent product	21	kg			
572	3104	Coffee Ground, Maxwell House, (364 g) or equivalent product	A	kg			
573	3105	Coffee Whitener, Kreema or equivalent product	40	Kg			
574	3106	Tea Bags, Individual	24	kg			
575	3107	TY-PHON Fast Brew Tea or equivalent product	A	Kg			
	32	CONFECTIONERY					
576	3201	Mars Bar or equivalent product	14	kg			
577	3202	Snickers or equivalent product	24	kg			
578	3203	Twix or equivalent product	40	kg			
579	3204	Kit Kat or equivalent product	12	kg			
580	3205	Cashew Nuts, Salted	A	kg			
581	3206	Mixed Nuts, Shell Off	A	kg			
582	3207	Peanuts, Salted	A	kg			
583	3208	Potato Chips, (Crisps)	A	kg			
584	3209	Marshmallows, White	A	kg			
585	3210	Chocolate Nutella Paste or equivalent product	A	kg			
	33	MISC ITEMS					
586	3301	Rosa Wine Tetrapack, (12 x 1 lt)	A	ltr			
587	3302	White Wine Tetrapack, (12 x 1 lt)	A	ltr			
588	3303	Red Wine Tetrapack (12 x 1 lt)	24	ltr			
589	3304	Rice Wine	A	ltr			
590	3305	Sherry	A	ltr			
591	3306	Brandy	A	ltr			
592	3307	Bami Hap	12	kg			
593	3308	Nasi Hap, (Nasi Goreng in Breadcrumbs)	A	kg			
594	3309	Zwarte Peppers Op Sap, (Pickled Green Peppercorns)	A	kg			
	34	SPECIAL FINGER BUFFET PRODUCTS					
595	3401	Daloon Mini Veg Samosa, (80 ea) or equivalent product	A	kg			
596	3402	Daloon Mini Chinese Spring Rolls (90 ea) or equivalent product	A	kg			

597	3403	Dim Sum Royal, Mixed Pack, (20 x 300 g)	2	kg			
598	3404	Cocktail Chicken Satay, Mixed Pack, (160ea)	A	kg			
599	3405	Chicken Goujons, (3 kg)	8	kg			
600	3406	Friki Hot n Kickin Chicken Wings, (2.27 kg)	16	kg			
601	3407	Grampian Lime&Chilli Chicken Wings, (3kg) or equivalent product	A	kg			
602	3408	Bon Vivant Mixed Box Petit Crolines, (90ea) or equivalent product	2	kg			
603	3409	Black Tiger Japanese XXL, (20 x 350 g) or equivalent product	A	kg			
604	3410	Fisher Seafoods Breaded Crab Claws, (30ea)	A	kg			
605	3411	Vegetable Satay, (60 ea)	A	kg			
606	3412	Sharwoods Mini Onion Bhaji, (60 ea)	A	kg			
607	3413	Authentic Thai Veg Moneybag, (100 ea)	A	kg			
608	3414	Samosa Vegetarish, (4 x 2,5 kg)	A	kg			
609	3415	Seafood Battered Calamares ala Roma, (454g)	A	kg			
	35	DUTCH ITEMS					
610	3501	Vietnamese Loempia, (Spring Rolls)	A	kg			
611	3502	Kipcorn, (Chicken Corn Stick)	A	kg			
612	3503	Kipburgers, (Chicken Burgers)	A	kg			
613	3504	Kaassoufflee, (Breaded Cheese Snacks)	A	kg			
614	3505	Loempia, (Chicken Springrolls)	26	kg			
615	3506	Espagnolsaus, (Gravy Sauce Powder)	A	kg			
616	3507	Witte Creme Basis Saus, (White Cream Sauce)	A	kg			
617	3508	Hunter Sauce "Wyko" or equivalent product	A	kg			
618	3509	Cremesoep, (Cream Soup)	A	kg			
619	3510	Vissoep, (Fish Soup)	A	kg			
620	3511	Asparagus Tinned	A	kg			
621	3512	Elleboogjes, (Macaroni Elbows)	A	kg			
622	3513	Fijne Vermicelli	5	kg			
	36	TURKISH ITEMS					
623	3601	Beef Sausage, (Sigir Salam, Egeturk)	12	kg			
624	3602	Beef Sausage, (Sigir Salam, Eefepasa)	A	kg			
625	3603	Poultry Sausage, (Tavuk Salam)	15	kg			
626	3604	Poultry Sausage with Paprika, (Biberli Salam)	12	kg			
627	3605	Rinder, Putensalami	30	kg			
628	3606	Rinder Sausage, (Sigir Sosis)	156	kg			

629	3607	Turkey Grill Sausages, (Garlic), Vac packed	A	kg				
630	3608	Green Olives with Paprika	A	kg				
631	3609	Kaskaval Cheese	A	kg				
632	3610	Okras in Tins	A	kg				
633	3611	Cooked Chick Peas	32	kg				
634	3612	Apricots Dried (Kuru Kayisi)	66	kg				
	37	SWEETS/CHOCOLATES						
635	3701	Chocolate, "Santa Claus", Massive, (12.5 g each)	10	kg				
636	3702	Chocolate, "Santa Claus", Hollow, (26cm, 150 g each)	16	kg				
637	3703	Christmas Chocolates, Mixed, (100 g, bag)	10	kg				
638	3704	Choc., Domino Tiles, Approx 200pcs	6	kg				
639	3705	Christmas Pudding, Bowl Shape, (1.36 kg)	A	kg				
640	3706	Christmas Pudding, Sleeve Shape	A	kg				
641	3707	Christmas Biscuits, Butter, Approx 200 pcs	8	kg				
642	3708	Christmas Biscuits, Spicy, Approx 200 pcs	8	kg				
643	3709	Christmas Gingerbread Mix, Approx 390 pcs	12	kg				
644	3710	Gingerbread Hearts, Choc Coated, (150g bag)	8	kg				
645	3711	X-mas Cookies "Cinnamon Stars"	8	kg				
646	3712	Christmas Loaf "Stollen" with Marzipan, 1 kg Loaf or equivalent product	24	kg				
647	3713	X-Mas Mince Pies, (75 g, each)	24	kg				
648	3714	X-Mas Fruit Cake with Marzipan, Fondante Top, (2kg)	12	kg				
	38	CHAMPAGNE/WINE						
649	3801	Sparkling Wine "Ruetters Club" (0.2 l bottle) or equivalent product	24	ltr				
650	3802	Sparkling Wine "Mumm", Dry, (0.75 l bottle) or equivalent product	24	ltr				
651	3803	Champagne, Moet&Chandon, Brut, (0.75 l bottle) or equivalent product	9	ltr				
652	3804	Mulled Wine, (10 l box)	20	ltr				
					CMR (2022):		CMR (2023):	
					CMR for two (2) years:			

NOTE: It is important to note that listed quantities are estimated monthly quantities.

Done at: [.....], [././.]
On behalf of [.....]

by [name]
[Bidders's stamp and signature]

ANNEX III – A - LOT – 1

COST STRUCTURE

This form must be fully completed. For financial award purpose only the CMR calculated at Annex III will be considered. The following is to be completed by all bidders.

1. Applicable percentage increase or reduction for feeding strength variations:

a) In case of a feeding strength increase:

- of 20% the applicable unit price discount shall be: _____ %
- of 40% the applicable unit price discount shall be: _____ %
- of 60% the applicable unit price discount shall be: _____ %
- of 80% the applicable unit price discount shall be: _____ %
- of 100% the applicable unit price discount shall be: _____ %

b) In case of feeding strength decrease:

- of 40% the applicable unit price increase shall be: _____ %
- of 60% the applicable unit price increase shall be: _____ %

2. Provision of 12 refrigerator/freezer 20” containers:

2.1. Monthly leasing fee, including installation, maintenance, spare parts, dismantling and repair during the lease for 12 containers:

(a) Refrigerator / Freezer container

(01 EA) Basic Year 2022: _____ EUR;
TOTAL price for 12 EA (2022) _____ EUR.

(01 EA) Option Year 2023: _____ EUR;
TOTAL price for 12 EA (2023) _____ EUR.

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

On behalf of [.....]

by [name]

[Bidders's stamp and signature]

ANNEX III: FINANCIAL OFFER (LOT 2 - WATER SUPPLY)

PUBLICATION REFERENCE: HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003

Page No [...of...]

NAME OF THE BIDDER: [.....]

ITEM #	BOTTLED DRINKING WATER	Quantity	BASIC YEAR - 2022		OPTION YEAR - 2023	
			Unit price	Total	Unit price	Total
1.	Bottled Water, Plain (Non-Carbon.), 0.5 lit., Pallet	500,000 lit				
2.	Bottled Water, Plain (Carbon.), 0.5 lit., Pallet	65,000 lit				
3.	Bottled Water, Plain (Non-Carbon.), 1.5 lit., Pallet	"A"				
4.	Bottled Water, Plain (Carbon.), 1.5 lit., Pallet	"A"				
			TOTAL (2022):		TOTAL (2023):	

NOTE: It is important to note that indicated quantities are estimated yearly quantities. "A" items must be quoted, however those will not be evaluated.

Done at: [.....], [././.]
 On behalf of [.....]

by [name]
 [Bidders's stamp and signature]

ANNEX III: FINANCIAL OFFER (LOT 3 - CONSUMABLE SUPPLIES)

Page No [...of...]

PUBLICATION REFERENCE: HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003

NAME OF THE BIDDER: [.....]

Item no.	Item Description	BASIC YEAR (2022)				OPTION YEAR (2023)			
		Unit	Qty.	Unit Price	Total	Unit	Qty.	Unit Price	Total
1	Paper Plate Dinner, White, 23 cm, (1x500)	pcs	70000			pcs	70000		
2	Paper Plate Side, White, 18 cm, (1x1000)	pcs	350000			pcs	350000		
3	Paper Plate, Triple Compartment, 22 cm, Eco friendly material 1x100)	pcs	150000			pcs	150000		
4	Paper Cup, White, 200 ml, (1x2500)	pcs	624000			pcs	624000		
5	Paper Napkins, White, 2ply, 33x33cm, (4x250)	pcs	1,200,000			pcs	1,200,000		
6	Paper Napkins, Blue, 2ply, 33x33cm, (4x250)	pcs	3000			pcs	3000		
7	Paper Napkins, Green, 2ply, 33x33cm, (4x250)	pcs	3000			pcs	3000		
8	Paper Napkins, Red, 2ply, 33x33cm, (4x250)	pcs	3000			pcs	3000		
9	Paper bag for individual pack cutlery set and napkin, Eco friendly material , Size 10x18.5 cm (1x500)	pcs	1200			pcs	1200		
10	Wooden Knife, Eco friendly material 16 cm, (1x100)	pcs	12000			pcs	12000		
11	Wooden Fork, Eco friendly material 16 cm, (1x100)	pcs	18000			pcs	18000		
12	Wooden Soup Spoon, Eco friendly material 17.5 cm, (1x100)	pcs	10000			pcs	10000		
13	Wooden Stirring stick Eco friendly material 14 cm, (1x1000)	pcs	160000			pcs	160000		
14	Wooden Tooth Picks (1x1000)	pcs	170000			pcs	170000		
15	Triple compartment "takeaway" food box, Eco friendly material, Size 24x21x8cm (1x50)	pcs	5000			pcs	5000		
16	Aluminum Foil, 45cm Wide, 150 m, with dispenser (4x1roll)	Each	100			Each	100		
17	Cling Wrap Film, 60 cm wide, 300 m, minus dispenser (4x1roll)	Each	400			Each	400		
18	Packed Meal Boxes, White, 24x16x8 cm, (1x300)	pcs	15000			pcs	15000		
19	Plastic Round Salad Container with Lid, 125 ml, (1x250)	pcs	14000			pcs	14000		
20	Plastic Bags White, (25x6x45 cm), (1x500)	pcs	6000			pcs	6000		
21	Plastic Bags for Freezer, 5ltr, 30x50cm, thickness 0.09cm (5x100)	Each	1200			Each	1200		
22	Cotton Mop Head, Heavy Duty, Industrial,	pcs	400			pcs	400		

	(1x25)								
23	Mop Handle, (to fit Mop Head), (1x30)	Each	60			Each	60		
24	Floor Cloth, Vileda (or equivalent) Type, 50 x 56cm, (1x15)	Each	500			Each	500		
25	Rubber Gloves, Heavy Duty, Neoprene Acid proof (1x12)	Each	1800			Each	1800		
26	Scouring Sponge, Heavy Duty, 15x18x4 cm, (1x100)	Each	3000			Each	3000		
27	Sponge Cloth, Square, 20 x 16 cm, (1x70)	Each	700			Each	700		
28	Metal Scouring Pad, 50 g, (3x10)	Each	2000			Each	2000		
29	String for Tied Meat	Each	24			Each	24		
30	Kebab Sticks, (Wooden 15cm)	Each	A			Each	A		
31	Kebab Sticks, (Wooden 18cm)	Each	24000			Each	24000		
		A. SUB TOTAL (2022):			A. SUB TOTAL (2023):				
Christmas Items ordered once at Christmas period									
1	Christmas Napkins, High Quality Paper, Classic Design, 33x33 cm, (250 pc per Pack)	Each	750			Each	750		
2	Christmas Table Cloth, High Quality Paper, Classic Design, (84x84 cm)	Each	100			Each	100		
3	Christmas Tablecloth Roll, High Quality Paper, Classic Design, 1,20 m Width, (25 m per Roll)	Rolls	8			Rolls	8		
4	Christmas Crackers, Plain, (50 ea)	Each	500			Each	500		
5	Christmas Crackers, Luxury, (50 ea)	Each	A			Each	A		
6	Wine Glass, Plastic, Disposable, (240ml)	Each	150			Each	150		
7	Champagne Flute Glass, Plastic, Disposable, (175ml), flute	Each	150			Each	150		
8	Paper Cup, Christmas Design, 200ml	Each	1000			Each	1000		
		B.SUB TOTAL (2022)			B.SUB TOTAL (2023)				
		TOTAL (A+B) 2022:			TOTAL (A+B) 2023:				

NOTE: It is important to note that indicated quantities are estimated yearly quantities. "A" items must be quoted, however those will not be evaluated.

Done at: [.....], [././.]
On behalf of [.....]

by [name]
[Bidders's stamp and signature]

ANNEX IV : MODEL PERFORMANCE GUARANTEE

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

Title of contract: <**SUPPLY AND DELIVERY OF FOOD (LOT 1), WATER (LOT 2) and CONSUMABLE SUPPLIES (LOT 3) to Camp Butmir Sarajevo, Bosnia and Herzegovina**>

Identification number: <**HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003**>

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 performance guarantee*], representing the performance guarantee mentioned in **Article 10 of the Special Conditions** without dispute, on receipt of a first written request from the beneficiary.

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

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

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

Name: Position:

Signature:

Date: <Date>



EUFOR HQ
FINANCE, BUTMIR CAMP
SARAJEVO, BOSNIA AND HERZEGOVINA
Fax No.: 033 495 858
E-mail: Finance@eufor.europa.eu



SUPPLIER FINANCIAL IDENTIFICATION FORM
Finansijski podaci o dobavljaču

ANNEX V

ACCOUNT HOLDER/Podaci o vlasniku računa (TO BE COMPLETED BY THE SUPPLIER/Popunjava dobavljač)

Name (Naziv Firme tj vlasnika računa)	<input type="text"/>	
VAT Number (UIO broj/PDV broj)	<input type="text"/>	
Address (Ulica i broj)	<input type="text"/>	
City (grad i poštanski broj)	<input type="text"/>	Postcode <input type="text"/>
Country (Država)	<input type="text"/>	
Contact Person (Kontakt osoba)	<input type="text"/>	
Telephone / fax	<input type="text"/>	Fax <input type="text"/>
e-mail	<input type="text"/>	

BANK DETAILS / Bankovni podaci

Bank Name (Naziv banke)	<input type="text"/>	
Branch Name (Filijala)	<input type="text"/>	
Address (Ulica i broj)	<input type="text"/>	
City (grad i poštanski broj)	<input type="text"/>	Postcode <input type="text"/>
Country (Država)	<input type="text"/>	
Holder's Account N° (Broj računa)	<input type="text"/>	
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	
SWIFT and currency (SWIFT i valuta)	<input type="text"/>	Currency <input type="text"/>
IBAN	<input type="text"/>	
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	

Bank (Banka)* (obligatory/obavezno)

Stamp (pečat)

Date (datum)

Signature (potpis)

Account Holder (Vlasnik računa) : (obligatory/obavezno)

Stamp (pečat)

Date (datum)

Signature (potpis)

ANNEX VI

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> 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')

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

	YES	NO
(1) declares that the above-mentioned person is in one of the following situations:		
(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 national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(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 law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(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:	<input type="checkbox"/>	<input type="checkbox"/>
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		

(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) following another procurement procedure or grant award procedure financed by the budget of the European Union or through the European Peace Facility (EPF) operations, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.	<input type="checkbox"/>	<input type="checkbox"/>
(f) it does not have adequate resources to perform the contract, or the ability to obtain them;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it is not able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and business commitments;	<input type="checkbox"/>	<input type="checkbox"/>

II – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(2) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure (conflict of interest).	<input type="checkbox"/>	<input type="checkbox"/>
(i) is guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.	<input type="checkbox"/>	<input type="checkbox"/>

III – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), 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 (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. 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.

IV – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the instruction on applying to participate in the call for tender and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. 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 above-mentioned 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

Position in company

Date.....

Signature.....



PROCUREMENT AND CONTRACTING OFFICE

HQ EUFOR, J8
BUTMIR Camp Sarajevo
Bldg. 225, 71210 Ilidza, BH
Fax: Civil +387-33-495707
e-mail: taco@eufor.europa.eu



ANNEX VII - CALL ORDER FORM

CONTRACT PURCHASING AGREEMENT (CPA): [FinS CPA Number] This Call Order is governed by the terms and conditions specified in the CPA.		Date of Call Order: [day/month/year]		Call Order Number: [FinS PO Number] Call sequential number: [i.e. 1 st , 2 nd , 3 ^r ... call] <of a given year>		
ISSUED BY: HQ EUFOR Procurement and Contracting Office Camp Butmir Sarajevo Building 225 71210 Ilidza, Bosnia and Herzegovina Phone: ++387 33 495 <...> Fax: ++387 33 495 707 E-mail: taco@eufor.europa.eu <or/and> [name contract manager]@eufor.europa.eu		CONTRACTOR: < Name of contractor, point of contact, address and contact details >				
CALLING OFFICER: [printed full name of authorized calling officer] ----- SIGNATURE OF CALLING OFFICER: -----		Delivery Deadline: <when supplies> [As specified in the Contract Purchasing Agreement] or [a specific date] <or> Period of Performance: <when services or works> [As specified in the Contract Purchasing Agreement] or [month] or [given period] or [specific dates]				
Item #	Description of Supplies or Services	Quantity ordered	Unit	Unit price	Total Amount	Currency
	<Only for items or services specified in the CPA>			<As specified in the CPA>		<CPA currency>
Maximum CPA amount for the current year: [Amount including modifications, if any]		Purchase Requisition number of this Call: [FinS PR number]		Total Amount of this Call Order: [Amount]		Remaining Amount on the CPA: [Maximum amount minus the total value of all call orders placed so far, including this call]
Approval Fund Manager		Date		Signature		
[Name]						
Approval Contract Manager		Date		Signature		
[Name]						

C. FURTHER INFORMATION

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	SUPPLY AND DELIVERY OF: - FOOD (LOT 1) - WATER (LOT 2) - CONSUMABLE SUPPLIES (LOT 3)	Publication reference :	HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003
-------------------------	--	--------------------------------	---

Bid envelope number	Name of Bidder	Is the bidder's nationality eligible? (Y/N)	Is documentation complete in accordance with Art. 10 of Instructions to bidders? (Y/N)	Declaration on Exclusion criteria included & duly signed (all consortium member and all sub-contractors, if applicable) (Y/N)	Is the Bid submission form complete? (Y/N)	Is bidder's declaration signed (Y/N)	Other administrative requirements for bidding dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								

Chairman's name	
Chairman's signature	
Date	

TECHNICAL EVALUATION GRID – LOT 1

Bidders obtaining less than 80 points will be considered technically non-compliant and will not be evaluated financially.

The criteria and their respective weight will be used by the Contract award Committee, and scored taking into account the requirements of the bidding documentation.

	Maximum
1.General Capacity	
<i>Company registration documents (10.4)</i>	5
Sub-total 1	5
2.Financial and Economical Capacity	
<i>Economical & Financial capacity (10.12.a)</i>	10
Sub-total 2	10
3.Technical Capacity	
<i>Technical capacity (10.11.a)</i>	20
Sub-total 3	20
4. Technical conformity and compliance with specifications (Annex II)	
<i>Quality, technical compliance of supplies and methodology (article 10.1.a)</i>	45
<i>Quality control plan (QCP) (article 10.1.b)</i>	10
<i>Warehouse facilities, cold chain containers, capacity, layout, (article 10.1.c)</i>	10
4. Sub-total 4	65
Overall total technical score	100

Voting Member's name	
Voting Member's signature	
Date	

TECHNICAL EVALUATION GRID – LOT 2 AND LOT 3

To be completed by each voting member of the Contract Award Committee.

Contract title :	- WATER (LOT 2) - CONSUMABLE SUPPLIES (LOT 3)	Publication reference :	HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003
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Bid envelope No	Name of Bidder	Economic & financial capacity? Article 20.2.1. (LOT2 OR LOT3)(OK/a/b/...)	Technical capacity? Article 20.2.2. (LOT2 OR LOT3) (OK/a/b/...)	Technical conformity? Article 20.2.3 (LOT2 OR LOT3) (OK/a/b/...)	Other technical requirements in bidding dossier? (Yes/No/Not applicable)	Technically compliant? (Y/N)	Notes:

Evaluator's name	
Evaluator's signature	
Date	

D. BID FORM FOR A SUPPLY CONTRACT

Publication reference: <HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003>

Title of contract: <SUPPLY AND DELIVERY OF FOOD (LOT 1), WATER (LOT 2) and CONSUMABLE SUPPLIES (LOT 3) to Camp Butmir Sarajevo, Bosnia and Herzegovina>

Sarajevo, 14 June 2021

A: HQ EUFOR, J8, PROCUREMENT AND CONTRACTING OFFICE, BUTMIR Camp Sarajevo, Bldg. 225, 71210 Ilidza, BH

1 SUBMITTED BY

	Name of Bidder	Nationality (*)
Company		

(*) where the company is registered

2 CONTACT PERSON (for this Bid)

Name	
Address	
Telephone	
Fax	
E-mail	

3 BIDDER'S DECLARATION

To be completed and signed by the bidder.

In response to your letter of invitation to bid 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 bid No HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003 of 14/06/2021. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the bidding dossier and the conditions and time limits laid down, without reserve or restriction:

- 3 The prices of our bid are correct and will constitute **fixed prices** in case the contract is awarded to us.
- 4 We will grant a discount of [%], [in case Lot nr..., Lot nr..., and...] are awarded to us.
- 5 Our bid is valid for a period of 90 days from the final date for submission of bids, i.e. until [././..].
- 6 If our bid is accepted, we undertake to provide a performance guarantee as follows:
 - LOT 1 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier,
 - LOT 2 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier,
 - LOT 3 - 10% of the contract value, and must be presented in the form specified in the annex to the bidding dossier
 - In case of award of two or all three lots to a same contractor a performance guarantee of 10 % of the contract value will be required, as required by Article 10 of the General Conditions and Special Conditions.
- 7 Our firm/company [*and our subcontractors*] has/have the following nationality: [.....]
- 8 We are making this application in our own right and led by ourselves for this bid. We confirm that we are not bidding for the same contract in any other form.
- 9 We agree to abide by the ethics clauses in Article 23 of the instructions to bidders and, in particular, have no potential conflict of interests or any relation with other bidders or other parties in the bidding 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.
- 11 We note that the Contracting Authority is not bound to proceed with this invitation to bid 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 bid on behalf of:

[.....]

Place and date: [.....]

Signature: [.....]

Stamp of the firm/company:

Our bid includes the following annexes:

[*Numbered list of annexes with titles*]

BID GUARANTEE FORM

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

<Date>

Title of contract: <SUPPLY AND DELIVERY OF FOOD (LOT 1), WATER (LOT 2) and CONSUMABLE SUPPLIES (LOT 3) to Camp Butmir Sarajevo, Bosnia and Herzegovina>

Identification number: <HQ EUFOR/FOOD, WATER AND CONSUMABLE SUPPLIES/2021-SU/003>

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 [*submission deadline and valid throughout the validity of the submitted bid*].

We note that you will release the guarantee and notify us once the contract has been awarded or the bidding procedure cancelled.

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: