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Information and Notices

Contents

I *Information*

Commission

European unit of account	1
Communication from the Commission pursuant to Article 8 of Council Regulation (EEC) No 3022/76 of 13 December 1976	2
Communication from the Commission pursuant to Article 2 (2), first subparagraph, of Council Regulation (EEC) No 3020/76 of 13 December 1976	
Communication from the Commission of the European Communities to companies in the ECSC (Article 48 of the ECSC Treaty)	4

II *Preparatory Acts*

.....

III *Notices*

Commission

Invitation to tender No 1259 issued by the Republic of Zaire (Département des Travaux Publics et de l'Aménagement du Territoire) for a project financed by the European Economic Community, European Development Fund	8
Notice of invitation to tender for the delivery of skimmed-milk powder, as food aid, to the Republic of Malta in accordance with Regulation (EEC) No 465/77	18
Notice of invitation to tender for the supply of butteroil to Pakistan, as food aid, in accordance with Regulation (EEC) No 466/77	18
Notice of invitation to tender No It P jumelage — 14 for the sale of certain frozen unboned (bone-in) beef held in stock by the Italian intervention agency	21

Public works contracts (Council Directive 71/305/EEC of 26 July 1971 supplemented by Council Directive 72/277/EEC of 26 July 1972)	23
--	----

Open procedures	25
-----------------------	----

Restricted procedures	28
-----------------------------	----

I

(Information)

COMMISSION

EUROPEAN UNIT OF ACCOUNT ⁽¹⁾

11 March 1977

Currency amount for 1 EUA:

Belgian and Luxembourg franc:		United States dollar	1·11896
— commercial market	41·1974	Swiss franc	2·85974
— financial market	41·3568	Spanish peseta	77·0044
German mark	2·67863	Swedish krona	4·71933
Dutch guilder	2·79304	Norwegian krone	5·87694
Pound sterling	0·651857	Canadian dollar	1·18010
Danish krone	6·57679	Portuguese escudo	43·2745
French franc	5·59024	Austrian schilling	19·0288
Italian lira	990·215	Finnish markka	4·26916
Irish pound	0·651857	Japanese yen	315·447

⁽¹⁾ — Article 2 (2) of Council Decision 75/250/EEC of 21 April 1975 on the definition and conversion of the European unit of account applied in the ACP-EEC Convention of Lomé.

— Article 2 (2) of Commission Decision 3289/75/ECSC of 18 December 1975 on the definition and conversion of the European unit of account used for the purposes of the ECSC Treaty.

**Communication from the Commission pursuant to Article 8 of Council Regulation
(EEC) No 3022/76 of 13 December 1976**

Pursuant to Article 8 of Council Regulation (EEC) No 3022/76 of 13 December 1976 on the opening, allocating and providing for the Community tariff preferences for textile products originating in developing countries and territories ⁽¹⁾, notice is hereby given that charges at Community level, against the Community tariff quota, in respect of products originating in the countries specified below have reached the relevant maximum amount laid down in column 4 (b) of Annex A of that Regulation.

CCT heading No	Description of goods	Country of origin
55.05	Cotton yarn, not put up for retail sale: B. Other: ex II. Other: Measuring, per single yarn, per kg: — More than 40 000 m but not more than 80 000 m	Colombia
55.09	Other woven fabrics of cotton: A. Containing 85 % or more by weight of cotton: ex II. Other: — Other	Colombia

The normal tariff is, consequently, reintroduced for the abovementioned products originating in Colombia, from 12 March 1977.

⁽¹⁾ OJ No L 349, 20. 12. 1976, p. 69.

**Communication from the Commission pursuant to Article 2 (2), first subparagraph, of
Council Regulation (EEC) No 3020/76 of 13 December 1976**

Pursuant to Article 2 (2), first subparagraph, of Council Regulation (EEC) No 3020/76 of 13 December 1976 on the opening and providing for the administration of preferential Community tariff ceilings for certain products originating in developing countries ⁽¹⁾, notice is hereby given that charges at Community level, against the preferential Community tariff ceiling, in respect of products originating in the countries and/or territories specified below have reached the relevant maximum amount determined in accordance with Article 1 (4) of that Regulation.

CCT heading No	Description of goods	Country or territory of origin
92.11	Gramophones, dictating machines and other sound recorders and reproducers, including record players and tape decks, with or without sound heads; television image and sound recorders and reproducers, magnetic: A. Sound recorders and reproducers	South Korea
97.05	Carnival articles; entertainment articles (for example, conjuring tricks and novelty jokes); Christmas tree decorations and similar articles for Christmas festivities (for example, artificial Christmas trees, Christmas stockings, imitation Yule logs, Nativity scenes and figures therefor)	Hong Kong

The normal tariff is, consequently, reintroduced for the abovementioned products originating in the countries or territories specified in relation to each one of them, from 12 March 1977.

⁽¹⁾ OJ No L 349, 20. 12. 1976, p. 13.

**Communication from the Commission of the European Communities to companies
in the ECSC**

(Article 48 of the ECSC Treaty)

In the letter of 9 March 1977 to the Chairman of the Consultative Committee of the ECSC, the Commission asked the Committee to undertake the consultation laid down in Article 55 (2) (c) of the Treaty concerning the desirability of allocating the following sums from the levies laid down in Article 50 of the Treaty for financial aid aimed at facilitating the following technical research projects.

Under Article 48 of the Treaty, associations of companies in the ECSC are entitled to submit to the Commission the observations made by their members concerning the undermentioned subjects of consultation.

Any observations should be received by the Commission not later than 15 March 1977.

	<i>(in EUA)</i>
1. Trials of winning high-silica ore in longwall faces using cutter-load	226 200
2. Centrifuge iron-making process	254 400
3. Automation of the direct reduction process in the rotary kiln	398 100
4. Investigation of the equilibria between liquid oxide, reducing agents and steel melt for the production of high-alloy steels by melting reduction	74 700
5. Degradation of coke in the blast furnace and its relationship with coke properties and blast furnace performance	294 600
6. Investigation of the causes of pressure pulsation in combustion chambers especially in hot-blast stoves	259 200
7. Study of stave-coolers	194 100
8. Large-scale oil injection at blast furnace tuyeres	478 500
9. Calculation of the physico-chemical properties of steel-making slags by the Montecarlo method	49 800
10. Metallurgical powders in moulds to improve continuously-cast semis	223 500
11. Third joint programme on casting and solidification	1 980 000
12. Electroslag remelting of powder electrodes for the production of compact ingots, moulds or clad rolls	199 800
13. Improvement of fired refractor bricks	305 100
14. Dynamic energy control system for an integrated steelworks	30 000
15. Resurfacing of rolling-mill rolls	825 300

	<i>(in EUA)</i>
16. Optimization of the efficiency of hot-strip mills	450 300
17. Hydrostatic extrusion of sections	221 700
18. Semi-hot drawing of materials difficult or impossible to cold-draw	105 000
19. Performance tests on strip-treatment plant	168 000
20. Lubrication of rolls for hot rolling	179 100
21. Tension control on continuous long-product mills	180 900
22. Research on skin-passing	257 700
23. The use of blast furnace gas as fuel in high-temperature furnaces	196 200
24. Improvement of methods of sorting steel on the test bench and in stockyards	262 800
25. Analysis of sulfide inclusions in steel	72 600
26. New plasma-source spectrometric techniques for the steel industry	390 000
27. Development and practical testing of a method of analyzing steel without taking samples	194 400
28. Structural analysis of steels by ultrasonic dispersion	215 100
29. Continuous testing of material properties of cold-rolled steel strip	179 400
30. Continuous on-line measurement of gauge profile and shape of hot strip	182 400
31. Inspection of hot slab surfaces	170 100
32. Measurement of oxygen potential in liquid slags	68 400
33. Determination of certain oligo or trace elements by flameless atomic absorption spectrometry	101 400
34. Analysis of gas in steel	12 000
35. Economy in the manufacture and utilization of cryogenic steels	35 000
36. Cold-cracking on implants	64 800
37. Investigation of the weldability of concrete reinforcing steel type FeB 500	137 100
38. The possibilities of assessing the safety of welded joints	1 176 960
39. Assessment of the safety of welded joints of 5.5 % steel for cryogenic use	43 800
40. Development of steel weldable with a high heat input	139 500

	<i>(in EUA)</i>
41. Molten metal in welding	275 400
42. Marine corrosion	717 660
43. Stress corrosion of prestressing steels	358 500
44. The stress-corrosion-cracking mechanism of prestressing steel	118 200
45. Drawability of cold-rolled sheets	120 000
46. Improvement of the fatigue strength of welds in high-strength water-quenched fine-grained structural steels by thermal and mechanical treatment of the seam	40 500
47. Test method to determine the fatigue strength of steel reinforcing bars	315 900
48. Promotion of high-strength steels	302 400
49. Fatigue of welded joints in high-strength structural steels. European preliminary draft standards	25 000
50. Fracture mechanics of steels	177 900
51. Assessment of the fracture behaviour of steels on the basis of large-scale tensile tests having regard to the results	435 600
52. Mechanics and material behaviour as regards crack arrest	236 100
53. Fracture behaviour of gas-transmission pipelines	25 500
54. Influence of steel-making techniques on hot ductility of low-alloy ferritic steels	328 800
55. Tests of heat-resisting steels under periodically fluctuating stress	413 100
56. Collaborative research on the determination of the residual life of in-service steel components for high-temperature use	68 400
57. Improvement of the service properties of heat-resisting steels for turbines	102 000
58. Idem	34 200
59. Ferritic stainless steels with low content of interstitials	160 200
60. Influence of inclusion distribution and morphology on plastic deformation and fracture mechanisms in steel	129 300
61. Non-destructive testing of steels by small-angle neutron scattering	245 100
62. Precipitation kinetics in the non-continuous cooling of sheet coils after accelerated cooling	220 200
63. Concentration of foreign atoms at grain boundaries in iron and steel	155 700

	<i>(in EUA)</i>
64. Quantitative metallography	684 600
65. Research programme at the Berlin testing station for industrialized building steel	153 000
66. Use of steel sheet piling	483 000
67. Reaction of load-bearing steel structures to seismic phenomena	155 100
68. Conditions for the development of steel construction in typical non-residential buildings	42 000
69. Fire resistance of metal structures	385 800
70. Measurement and interpretation of cumulative loads on bridges	29 100
71. Static and fatigue behaviour of welded tubular joints in off-shore structures	228 300

III

(Notices)

COMMISSION

Invitation to tender No 1259 issued by the Republic of Zaire (Département des Travaux Publics et de l'Aménagement du Territoire) for a project financed by the European Economic Community, European Development Fund

Project No: 3100.451.04.03

PART A

Financing Agreement No: 1068/ZA

SPECIAL PROVISIONS

Local number of the invitation to tender: 1259.

I. Subject

Subject of invitation to tender:

Invitation to tender for the supply, in three lots, of the following furniture and equipment:

Supply of furniture and teaching aids for the Institut Supérieur d'Architecture (ISA) in Kinshasa, Republic of Zaire.

Lot No 1:

projectors and audio equipment (teaching machines);

The invitation to tender consists of Parts A and B and a technical annex. The technical annex may be obtained separately (see Article I below).

Lot No 2:

classroom and office furniture (tables, chairs, stools, desks, shelving, etc.);

The roman numerals in Part A (special provisions) correspond to the arabic numerals in Part B (general provisions of invitations to tender for supply contracts financed by the European Economic Community, European Development Fund, June 1969).

Lot No 3:

drawing boards.

Where they exist, the special provisions in the articles of Part A supplement, make explicit, amend or derogate from the provisions in the corresponding articles of Part B.

Technical annex:

A detailed description, with the specifications and quantities of the supplies required is contained in a technical annex, which is in French only and may be obtained free of charge from the following addresses:

Where a point is not covered by Part A, the provisions contained in Part B must be applied.

(a) Département des Travaux Publics, Bâtiments Civils, BP 27, Kinshasa, Republic of Zaire, from which additional information may also be obtained;

Parts A and B together, the technical annex and any amendments thereto constitute the complete provisions for the preparation of tenders and for the placing and execution of orders in response to this invitation to tender.

(b) Ambassade de la République du Zaire, rue Marie de Bourgogne, 30, B-1040 Brussels;

(c) Commission of the European Communities, Directorate-General for Development, Berlaymont Building, rue de la Loi 200, B-1049 Brussels;

(d) Information Offices of the European Communities in:

D-53 Bonn, Zitelmannstraße 22,

The Hague, Lange Voorhout 29,

Luxembourg, European Centre, Kirchberg,

F-75782 Paris Cedex 16, 61 rue des Belles-Feuilles,

I-00187 Rome, Via Poli 29.

Estimate:

Z 170 000, equivalent to approximately 162 000 units of account, for the total supplies.

III. Variation in quantities

To within 10 %.

IV. Guarantee — after-sales service

The provisions of Article 4.1 and 4.2 of Part B are applicable only to Lot No 1 and only to those articles marked with an asterisk (*) in the technical annex.

For the other supplies, these services are left to the judgement of the tenderer.

V. Packaging — marking

The consignments must bear the following details: 'Institut national des travaux publics section "architecture" '.

VI. Origin — VIII. Eligibility

For the purpose of Articles 6 and 8 of Part B, 'Member States' means the Member States of the European Economic Community signatory to the Yaoundé Conventions.

IX. Destination and delivery date

1. All the supplies must be delivered free at destination to the Institut national des Travaux Publics, Section 'Architecture' at Kinshasa.

2. Six months for each of the three lots.

XII. Acceptance

1. Département des Travaux Publics et de l'Aménagement du Territoire.

5. Article 12.5 of Part B is applicable to those supplies for which the guarantee period is left to the judgement of the tenderers (see Article IV).

XIV. Calculation of unit prices

1.1. Ex-works or ex-stock price.

1.2. Cif price under ship's tackle port of Matadi.

4. Article 14.4 of Part B is applicable.

XV. Submission of tenders

1. In French (one original and five copies marked as such).

2. Monsieur le Secrétaire Permanent du Conseil des Adjudications, Avenue du Haut Commandement, BP 5269, Kinshasa 10, Republic of Zaire.

Notwithstanding Article 15.2 of Part B, tenders may also be delivered by hand directly to the Permanent Secretary up to the time when the chairman declares the meeting open.

3. 'A n'ouvrir qu'en séance, réponse à l'appel d'offres No 1259 pour la fourniture de mobiliers et équipements pour l'ISA'.

4. At 3 p.m. local time on 29 April 1977.

5.1. Tenderers of Zairian nationality must also produce proof of, or references showing, their affiliation to social insurance bodies and give details regarding registration in the trade register.

XVI. Opening of the tenders

In Kinshasa at 9 a.m. on 3 May 1977 (Secrétariat Permanent du Conseil National des Adjudications, Avenue du Haut Commandement, Kinshasa 10, Republic of Zaire).

XVIII. Phasing of payments

5. Citoyen Commissaire d'Etat chargé du Département des Travaux Publics et de l'Aménagement du Territoire, BP 27, Kinshasa, Republic of Zaire.

8. Article 18.8 of Part B is applicable to the supplies for which the guarantee period is left to the judgement of the tenderers (see Article IV).

XIX. Method of payment

1. Citoyen Commissaire d'Etat chargé du Département des Travaux Publics et de l'Aménagement du Territoire, BP 27, Kinshasa, Republic of Zaire.
2. Directorate-General for Development, rue de la Loi 200, B-1049 Brussels.
3. Notwithstanding Article 19.3 of Part B, eight copies of the invoices for the third payment must be submitted.
4. Monsieur le Délégué de la Commission des Communautés Européennes en République du Zaire, BP 2000, Kinshasa, Republic of Zaire.

XX. Regulations

Ordonnance 73-130 of 3 May 1973 of the President of the Republic of Zaire, giving legal force to the General Conditions for Contracts Financed by the EDF, published in *Official Journal of the European Communities* No L 39 of 14 February 1972.

XXI. Invitation to tender dossier

1. Addresses given in Article I (b), (c) and (d).
2. Address given in Article I (a).

PART B

GENERAL STIPULATIONS

of invitations to tender concerning supply contracts financed by the European Economic Community, European Development Fund

1. Aim

- 1.1 The equipment and supplies offered must be new. The characteristics mentioned in the description of the equipment and supplies, the subject of the call for tenders, are quoted for information purposes.
- 1.2 Any equipment or supply which is functionally equivalent, similar or better and adapted to tropical conditions of use as well as to the work planned in the country of destination may be proposed.
- 1.3 An item of equipment or supplies whose dimensions are the closest possible to those indicated may be proposed.
- 1.4 If it is provided in Article I.4 of Part A that the supplies which are the subject of the call for tenders are to be delivered with an individual or overall lot of spare parts the value of which is expressed as a percentage of the value of the supply properly so called, the tenderer shall include with his offer a list of these spare parts drawn up in the light of his professional experience and taking account of the place of use.
- 1.5 The list of spare parts must indicate the unit prices of these parts, calculated according to the provisions of Article 14 below. However, the Administration reserves the right to amend the list of spare parts within the percentage referred to above; these amendments will be indicated in the order letter.
- 1.6 If it is not otherwise stipulated in Article I.6 of Part A, the spare parts shall be delivered at the same time as the equipment properly so called.

2. Splitting

- 2.1 If the supply which is the subject of the call for tenders is not split into lots the quantity or quantities asked for shall be indivisible. The tenderer must therefore offer the whole of the quantity or quantities indicated.
- 2.2 If the supplies are split into lots, the quantities indicated for the different lots shall be

indivisible. The tenderer is therefore absolutely obliged to tender the whole of the quantity or quantities indicated for each lot.

- 2.3 Partial tenders will not be taken into consideration.
- 2.4 If the supplies are split into lots the tenderers shall have the option of tendering for each of the lots, for several lots or for all of them.

3. Variations of quantities

- 3.1 If the Administration reserves the right to modify the quantities stipulated at the time of ordering, the limits of the variations shall be indicated in Article III.1 of Part A.
- 3.2 In this case the unit prices of the tender shall be applicable to the quantities ordered within the limits of these variations.

4. Guarantee — after-sales service

- 4.1 The successful tenderer must provide the usual commercial guarantees during a minimum period the length of which is fixed in Article IV.1 of Part A. This period will begin to run as from the delivery of the goods at the place of destination.
- 4.2 Unless otherwise stated in Article IV.2 of Part A, the supplier must have or undertake to ensure or have ensured in the country of destination of the supplies an after-sales service guaranteeing the upkeep and repair of these supplies as well as the rapid replenishment of spare and substitute parts.

5. Packaging — marking

The packaging of the supplies becomes the property of the Administration.

6. Origin

The supplies offered must originate in one of the Member States or the overseas States, countries or territories associated with the European Economic

Community. The origin of the supplies shall be authenticated, at the time of import into the country of destination, by a model AY1 or AB1 certificate issued by the customs authorities of the country exporting the supplies.

7. Currency

Payments for these supplies may be made directly in the currency of the country of the registered office of the beneficiary of the contract, or contracts or the producer of the supplies.

8. Participation

8.1 Participation in the competition shall be open on equal terms to all natural and legal persons who are nationals of the Member States and of the overseas States, countries and territories associated with the European Economic Community.

8.2 By way of exception, when circumstances (e.g. exclusivity of representation) prevent the direct participation of one or more nationals of the Member States or the associated States, the said nationals will be able to give explicit and special authorization to a correspondent on the spot, irrespective of his nationality, to draw up and submit a tender provided that the latter relates exclusively to supplies originating in the Member States or the overseas States, countries or territories associated with the European Economic Community.

9. Place of destination and delivery date

9.1 The place of destination is indicated in Article IX.1 of Part A.

9.2 The delivery date is fixed in Article IX.2 of Part A. It shall begin to run as from the day of receipt of the order letter. This date will be considered to be:

- the second day following the date of posting (postmark) if the supplier has his registered office in the State, country or territory making the call for tenders,
- seven calendar days after the date of posting (postmark) if the supplier has his registered office outside the State, country or territory making the call for tenders.

9.3 If a particular period of delivery is provided for each lot the periods shall not be cumulative in the case of the assignment of more than one lot by the same supplier. In this case the period of delivery for each lot shall run separately.

10. Penalty for delay

10.1 In the case of a delay exceeding a week the supplier is liable to a fine calculated, per actual day of delay, as from the expiry of the contractual period and fixed at 1/1000 of the value of the undelivered supplies.

10.2 However, if the defaulting party prevents the normal use of the whole supply, the penalty will be calculated on the cost (total value) of this supply.

10.3 The penalties will be deducted from the sums due under the contract.

11. Surety-bond

A performance bond is not required.

12. Acceptance of the goods

12.1 If the body instructed to check and take over the supplies and equipment provisionally and definitively is not mentioned in Article XII.1 of Part A, it will be specified at the latest in the order letter. The resident deputy supervisor of the European Development Fund shall attend the acceptance operations.

12.2 Provisional acceptance will take place as early as possible and within a maximum period of a fortnight as from the presentation of the supplies and equipment at the place of destination. The supplier must advise the body responsible for acceptance of such presentation.

12.3 The definitive acceptance will take place at the expiry of the guarantee period.

12.4 A report of proceedings will be drawn up on each provisional or definitive acceptance and will entitle the supplier to the relevant payment.

12.5 If there is no guarantee period for the supplies to be delivered provisional acceptance shall also be equivalent to final acceptance.

13. Arbitration

In the case of dispute when the order (contract) is executed, all disagreements will be finally settled according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these rules.

14. Calculation of unit prices

In order to enable the tenders to be drawn up in a precise manner, the calculation of unit prices must be

carried out on the basis of a place which is easily accessible for the various means of transport. Therefore the place of destination and the place for the calculation of the price of the tender may be different.

14.1 According to whether the supplies proposed are of local manufacture or have to be imported into the State, country or territory making the call for tenders, the tenderer will have to calculate the unit prices (and the aggregate prices) of his tender on one of the following two bases:

14.1.1 In the case of supplies manufactured in the country which makes the call for tenders or of a country forming a customs union with it, the unit and aggregate prices of the tender must be calculated on the basis of delivery to the place and under the conditions indicated in Article XIV.1.1 of Part A, excluding internal taxation levied on the manufacture of the supplies.

14.1.2 In the case of supplies to be imported into the country which makes the call for tenders, the unit and aggregate prices must be calculated on the basis of delivery to the place and according to the conditions indicated in Article XIV.1.2 of Part A, excluding all duties and taxes levied on the import of supplies.

14.2 The unit and aggregate prices calculated according to one or the other of these provisions are *firm and not subject to revision*.

14.3 If the tender accepted comprises supplies of local manufacture (cf. base No 1), that amount of internal taxation levied on the manufacture of the supply will be added to the price tendered, in the order letter.

If the tender accepted comprises supplies to be imported (cf. base No 2), they shall be exempt from import duties and taxes. The order letter shall indicate the formalities to be complied with in order to be granted this exemption.

14.4 If the place or condition of delivery indicated in Article XIV.1.1 or XIV.1.2 of Part A for the comparison of the offers does not coincide with the place of destination indicated in Article IX.1 of Part A, the transport of the supplies to the place of destination shall be the responsibility of the supplier and payable by him. Costs of transport and all other costs relating thereto (including insurance, transit, etc.) must be settled by the supplier. These costs shall be

refunded to him upon production of supporting documents and after acceptance of the supplies at the place of destination.

14.5 The contract (or order letter) shall be exempt from stamp and registration duties.

15. Presentation of tenders

15.1 Tenders must be written on unstamped paper in the language mentioned in Article XV.1 of Part A.

15.2 They must be sent by registered letter in a sealed envelope to the address indicated in Article XV.2 of Part A.

15.3 Furthermore, the number of the call for tender as indicated in Article XV.3 of Part A must be shown in red on the top left-hand corner of the envelope.

15.4 The tenders must reach the address given under 15.2 at the latest at the date and time indicated in Article XV.4 of Part A.

15.5 Contents of the outer envelope

The outer envelope mentioned above under 15.2 must contain two copies of the following items in an inside envelope:

15.5.1 A document, in accordance with the relevant national law, proving that the tenderer is a national of one of the Member States or overseas States, countries and territories associated with the European Economic Community.

15.5.2 A statement by the tenderer certifying that the supplies proposed originate in the Member States or in the overseas States, countries and territories associated with the European Economic Community. The country of origin must be specified.

15.5.3 If provided for in Article I.4 of Part A, the list of spare parts with unit prices.

15.5.4 Unless otherwise stated in Article IV.2 of Part A, an undertaking by the supplier to provide an after-sales repair service and, where appropriate, the details of this service (local agency, etc.).

15.5.5 Where appropriate, a detailed description of the supplies offered, i.e., all

information by which the proposed supply may be judged, e.g., resistance to climatic and road conditions, operation, capacities, maintenance cost, consumption, fuel, useful life, etc., as well as any other information which may be asked for in Article XV.5.5 of Part A.

15.5.6 Where necessary, additional guarantees offered; duration, extent, etc.

15.5.7 The tendered price properly so called.

This tendered price — unit prices and aggregate prices — shall relate to the supply corresponding to the specifications above and shall comply strictly with the conditions indicated in Parts A and B of the call for tenders. In particular, it will take account of the provisions relating to the calculation of the prices (cf. Articles XIV and 14 respectively of Parts A and B of the call for tenders) and the methods of payment (cf. Article 18 below).

15.6 Currency — validity of the tender

15.6.1 At the choice of the tenderer, the tender may be made either in the currency of the country of his registered office or in the currency of the country of the enterprise producing the supplies or, again, in the currency of the country which makes the call for tenders.

In order to permit comparison of the tenders the conversion into the currency of the country which makes the call for tenders will be carried out by the Commission for the examination of the tenders on the basis of the parity rates declared to the International Monetary Fund (IMF) or, if there is no parity so declared, the reference rates used for official transfers on the first working day of the month which precedes that during which the final date for sending in the tenders is fixed. The rates applicable shall be those published monthly in the *Official Journal of the European Communities* (first 'C' edition of each month).

15.6.2 The applicant must mention in his tender the name and the number of the bank or postal account to which the payments will have to be made.

15.6.3 The tenderer shall remain bound by his tender for a period of 60 days as from the final date for the lodging of the tenders.

16. Opening of tenders

The tenders will be opened, on the date indicated in Article XVI of Part A by the Commission for the examination of tenders.

Any offer which does not comply in all respects with the conditions laid down in this text will not be taken into consideration.

No information will be communicated to the competitors on the tenor of the proposals received.

17. Orders

The tenderer or tenderers selected will be informed, if necessary, by telegram. The orders will be placed by order letter on the basis of the tender selected and the conditions of the call for tenders and will be expressed in the same currency as that of the tender. The order letter shall replace the usual contract.

18. Spreading of payments

The payments will be spread as follows:

18.1 30 % of the amount of the order as an advance at the time of the official order in exchange for the constitution of a personal and joint surety guaranteeing the refund of the full amount of this advance; this surety will be released after the provisional acceptance.

18.2 30 % of the amount of the order upon production of proof of the shipment of the supplies and in exchange for the constitution of a personal and joint surety guaranteeing the refund of the full amount of this second advance; this surety will also be released after the provisional acceptance.

18.3 30 % of the amount of the order after provisional acceptance of the supplies, established by a report of proceeding at the place indicated for delivery (cf. Article IX.1).

18.4 10 % of the amount of the order in settlement of the outstanding balance at the expiry of the guarantee period and after the final acceptance established by a report of proceeding.

Withholding of the guarantee may be replaced by the constitution of a personal and joint surety guaranteeing the refund of the full amount of the guarantee withheld. This surety will be released after the final acceptance established by a report of proceeding.

- 18.5 The personal and joint surety will be drawn up in accordance with the model annexed to Part B. It will be drawn up in favour of the authority (co-contracting partner to the contract) indicated in Article XVIII.5 of Part A. It can be validly provided by any institution established in an associated State or country or in a Member State of the EEC and entitled by the authorities, under whose control it exercises its activities, to issue such guarantees.
- 18.6 In cases of partial deliveries the advances of 30 % due respectively:
- upon proof of the shipment of the supplies,
 - after provisional acceptance of the supplies,
- shall not be calculated on the total amount of the order but on the value of the supplies actually shipped, and accepted.
- 18.7 With regard to supplies of local manufacture (cf. Article 14.1.1 above), the payments indicated under 18.2 and 18.3 shall be aggregated; the lump payment of these two instalments is due after provisional acceptance established by a report of proceedings.
- 18.8 With regard to supplies not entailing a guarantee period (cf. Article 4.1), the payments indicated under 18.3 and 18.4 shall be aggregated; the lump payment of these two instalments shall be due after the provisional acceptance established by a report of proceedings, which is equivalent to final acceptance.

19. Procedures for payment

In order to accelerate the payments to be made outside the country which issues the call for tenders, firms which, pursuant to Article 15.6.1 above, invoice in the currency of a Member State of the EEC shall be paid directly by the Commission of the European Communities, as regards the first two payment instalments.

- 19.1 With regard to offers expressed in the currency of the country which makes the call for tenders or in the currency of another associated overseas country or territory, the four payment instalments shall be authorized by the authority indicated in Article XIX.1 of Part A and made by the payments officer of the European Development Fund through its agency established in the country which makes the call for tenders.

- 19.2 For offers expressed in the currency of a Member State of the EEC the first and second payments shall be authorized and made by the Commission of the European Communities, Directorate of the European Development Fund, Financial Division. The address is given in Article XIX.2 of Part A.

The payment of the balance will be authorized by the authority indicated in Article XIX.1 of Part A and made by the Commission of the European Communities, Directorate of the European Development Fund, Financial Division.

- 19.3 In order to obtain payments, the holder of the contract (order letter) or his representative must submit to the authority which authorizes the payments (cf. Articles 19.1 and 19.2) five copies of the invoices accompanied by the following documents:

19.3.1 For the first payment of 30 %, in addition to the invoices, two photocopies of the order letter as well as the original and a photocopy of the surety.

19.3.2 For the second payment of 30 %, in addition to the invoices, two photocopies of the document proving the shipment of the supplies as well as the original and a photocopy of the surety.

19.3.3 For the third payment of 30 %, the invoices.

19.3.4 For the fourth payment of 10 %, the invoices and, where appropriate, the original of the surety and the photocopy mentioned in Article 18.4 above.

- 19.4 In all cases in which the invoices are submitted to the authorities of the country which issues the call for tenders, the successful tenderer must inform the resident deputy supervisor of the European Development Fund of this by sending a copy and correspondence. His address is given in Article XIX.4 of Part A.

20. Rules

For everything that is not contrary to the provisions of the call for tenders — Parts A and B — the execution of the orders shall be governed by the decrees and orders indicated in Article XX of Part A.

21. Call for tenders dossier

The text of the call for tenders may be obtained:

21.1 In the four official languages of the European Communities:

- from the address or addresses given in Article XXI.1 of Part A,
- from the Commission of the European Communities,

Directorate-General for Development Aid,
200 rue de la Loi, B - 1049 Brussels,

— from the Information Service of the European Communities in:

D - 53 Bonn, Zitelmannstraße 22,

The Hague, Lange Voorhout 29,

Luxembourg, European Centre, Kirchberg,

F - 75782 Paris Cedex 16, 61 rue des Belles-Feuilles,

I - 00187 Rome, Via Poli 29.

21.2 In the official language of the country making the call for tenders, from the address or addresses given in Article XXI.2 of Part A.

ANNEX

MODEL OF THE SURETY

(Art. 18.5) to be drawn up in the language of the country which issues the call for tenders

The undersigned (name and address of the surety)

acting through (name of the person or persons representing the surety)

states that he stands personal and joint surety for (name and address of the holder of the contract)

towards (name and address of the co-contracting partner to the contract)

for an amount of (amount to be expressed in the same currency as that specified for the payment of the contract) representing:

- the percentage of the amount of the contract payable when the order is made,
- the percentage of the amount payable when proof of shipment is provided,
- the guarantee withheld.

(Delete the cases for which the surety does not commit himself).

We have taken note of the provisions of the contract relating to the release of the surety after:

- provisional acceptance of the supplies as regards the surety for the payment mentioned above,
- final delivery of the supplies with regard to the surety replacing the guarantee withheld mentioned above.

(Delete where not applicable)

Adapting Part B of invitations to tender (June 1969 edition) to the Convention of Lomé

Preamble

Because of the entry into force of the Convention signed in Lomé on 28 February 1975 between the nine Member States of the European Economic Community and the African, Caribbean and Pacific States, hereinafter referred to as the ACP States, it has become necessary to adapt to the new system resulting from the Convention certain provisions in Part B, which was originally designed for the purpose of the Association resulting from the Yaoundé Conventions.

1. ACP States

In order to take into account the new partners under the Convention of Lomé, the wording 'Overseas States . . . associated with the European Economic Community' shall be replaced by the words 'ACP States' every time it occurs in the text, notably in Articles 6 (Origin), 8 (Participation) and 15 (Presentation of tenders).

2. Delegate of the Commission of the European Communities

This denomination shall replace 'Resident Deputy Supervisor of the European Development Fund' as used in the provisions for the acceptance of the goods (Article 12.1) and in the procedures for payment (Article 19.4).

3. Authentication of the origin of the supplies

The origin of the supplies (Article 6) shall be authenticated, at the time of import into the country of destination, by a document to be specified in the letter placing the order.

4. Comparison of tenders

In order to permit comparison of the tenders (under Article 15) the conversion into the currency of the ACP State issuing the invitation to tender shall be made by the committee responsible for

the examination of the tenders on the basis of the exchange rates for the European unit of account which are published in the *Official Journal of the European Communities* (first issue of every month in the 'C' Series). The rates applicable shall be those of the first working day of the month which precedes that during which the final date for sending in the tenders has been fixed.

5. Preference in favour of certain firms of the ACP States

Under the Convention of Lomé, when tenders are compared a 15 % preference is taken into account in favour of manufacturing firms of the ACP States which provide a sufficient margin of value added.

6. Invitation to tender dossier (Parts A and B)

The dossier is available in the six official languages of the European Communities.

The updated addresses of the bodies referred to in Article 21.1 are as follows:

Commission of the European Communities:

Directorate-General for Development

200 rue de la Loi,

B-1049 Brussels.

Information Offices of the European Communities:

D-53 Bonn, Zitelmannstraße 22;

1004 Copenhagen K, Gammel Torv 4, Postbox 144;

29 Merrion Square, Dublin 2;

The Hague, Lange Voorhout 29;

20 Kensington Palace Gardens, London W8 4QQ;

Luxembourg, European Centre, Kirchberg;

F-75782 Paris, Cedex 16, 61 rue des Belles-Feuilles,

I-00187 Rome, Via Poli 29.

Office belge de l'économie et de l'agriculture (OBEA), Bruxelles

Notice of invitation to tender for the delivery of skimmed-milk powder, as food aid, to the Republic of Malta in accordance with Regulation (EEC) No 465/77

1. Pursuant to Regulations (EEC) No 2557/74 ⁽¹⁾ and (EEC) No 465/77 ⁽²⁾ and following the invitation to tender for the delivery of skimmed-milk powder as food aid to certain developing countries ⁽³⁾, the Belgian intervention agency invites tenders for the costs of delivery of 390 tonnes of skimmed-milk powder for the Republic of Malta, divided as follows:
 - Lot A: 130 tonnes,
 - Lot B: 130 tonnes,
 - Lot C: 130 tonnes.

The intervention agency concerned shall supply 2 % extra empty bags identical to those containing the goods.
2. The skimmed-milk powder shall be taken from the following storage depot:

S.V. Inco Zuivelindustrie,
Afdeling Langemark,
Melkerijstraat 10,
B-8920 Langemark.
3. Delivery shall be effected at the port of Antwerp.
4. Delivery to the port of loading shall be effected:
 - for Lot A: after 20 April and before 5 May 1977,
 - for Lot B: after 1 and before 15 June 1977,
 - for Lot C: after 1 and before 15 August 1977.
5. The time limit for the submission of tenders expires at 12 noon on 22 March 1977.

⁽¹⁾ OJ No L 274, 9. 10. 1974, p. 7.

⁽²⁾ OJ No L 62, 8. 3. 1977, p. 5.

⁽³⁾ OJ No C 122, 12. 10. 1974, p. 1.

Office belge de l'économie et de l'agriculture (OBEA), Bruxelles

Bundesanstalt für landwirtschaftliche Marktordnung (BALM), Frankfurt am Main

Fonds d'orientation et de régularisation des marchés agricoles (FORMA), Paris

Voedselvoorzienings In- en Verkoopbureau (VIB), Hoensbroek

Notice of invitation to tender for the supply of butteroil to Pakistan, as food aid, in accordance with Regulation (EEC) No 466/77

1. In accordance with Regulation (EEC) No 2247/75 ⁽¹⁾ and (EEC) No 466/77 ⁽²⁾ and following the notice of invitation to tender for the supply of butteroil to certain developing countries and to the World Food Programme ⁽³⁾, the German, Belgium, French and Dutch intervention agencies invite tenders for the manufacture and supply to Pakistan of 3 500 tonnes of butteroil, divided into the following lots:
 - Lot A: 500 tonnes,
 - Lot B: 1 500 tonnes — three partial quantities of 500 tonnes,
 - Lot C: 1 000 tonnes — two partial quantities of 500 tonnes,
 - Lot D: 500 tonnes.

For Lots B and C, the tenderer shall specify for how many partial quantities his tender is valid.
2. The butter to be used in manufacturing the butteroil shall be taken over from the following intervention agencies:

⁽¹⁾ OJ No L 229, 30. 8. 1975, p. 60.

⁽²⁾ OJ No L 62, 8. 3. 1977, p. 7.

⁽³⁾ OJ No C 200, 2. 9. 1975, p. 3.

-
- Lot A: Belgian intervention agency,
 - Lot B: German intervention agency,
 - Lot C: French intervention agency,
 - Lot D: Dutch intervention agency,
- from the storage depots listed in the Annex.
3. The butteroil shall be put up exclusively in 5 kg metal canisters.
 4. Delivery shall be effected:
 - for Lot A: at the port of Antwerp,
 - for Lot B: at the port of Hamburg,
 - for Lot C: at the port of Le Havre,
 - for Lot D: at the port of Rotterdam.
 5. Delivery at the port of embarkation shall take place after 25 April and before 15 May 1977.
 6. The time limit for the submission of tenders expires at 12 noon on 22 March 1977.
-

ANNEXE / ANLAGE / ANNEX / ALLEGATO / BIJLAGE / BILAG

Lot A / Partie A / Partita A / Partij A / Lot A / Parti A 500 tonnes de butter oil = 612,5 tonnes de beurre		CEG Voaz Glaz route de Sizun 29 Landerneau	52,5 t
<i>Belgique</i>		Entreprise frigorifique Loire-Atlantique quai Wilson 44 Nantes	267 t
Refribel Antwerpen Kaaïen 121/123 van het Albertdok 2030 Antwerpen	450 425 kg	Société des glaciers Courtois route de Locronan 29 Quimper	84,7 t
Refribel — Frigorifiques d'Aubange 6798 Aubange	109 750 kg	CEGF 1, rue Lucien Poulard 35 Redon	90 t
Établissements Nicolas Falise et Compagnie beurrière et fromagère réunis SM rue Raymond Noël 34 5740 Bois-de-Villers	24 125 kg	Ofrinso 14 Saint-Martin-de-Tallevende	18,3 t
NV Vriesinrichting van Limburg 3510 Kermt	28 200 kg		612,5 t
	612 500 kg		
Lot B / Partie B / Partita B / Partij B / Lot B / Parti B 1 500 t butteroil = 1 837,5 t Butter		— 500 tonnes de butter oil = 612,5 tonnes de beurre deuxième lot : 612,5 tonnes de beurre = 500 tonnes de butter oil	
<i>Deutschland</i>		TSEF zone industrielle de Grâces 22 Guingamp	165 t
— 500 t Butteroil = 612,5 t Butter		ICSAF anse du Moulin Blanc 29 Guipavas	20 t
WTAG Eiswerder	474 925 kg	EGCF Voaz-Glaz route de Sizun 29 Landerneau	307,5 t
Nordwest	87 800 kg	Entrepôts frigorifiques 35 Plerguer	80 t
Rapp, Trebbiner Straße	49 775 kg	EGCF zone industrielle 56 Pontivy	40 t
	612 500 kg		612,5 t
— 500 t Butteroil = 612,5 t Butter			
Rapp, Trebbiner Straße	87 350 kg		
WTAG Tegel	328 200 kg		
Kühla	196 950 kg		
	612 500 kg		
— 500 t Butteroil = 612,5 t Butter			
Kiel	200 000 kg		
Lübeck	412 500 kg		
	612 500 kg		
Lot C / Partie C / Partita C / Partij C / Lot C / Parti C 1 000 t de butteroil = 1 225 t de beurre		Lot D / Partie D / Partita D / Partij D / Lot D / Parti D 500 ton butteroil = 609,975 ton boter	
<i>France</i>		<i>Nederland</i>	
— 500 tonnes de butter oil = 612,5 tonnes de beurre		501 BV Lintelose Diepvrieskluizen Gendringseweg 23 Lintelo (gemeente Alten)	309 975 kg
SA Deliviandes 35 Fougères	100 t	1003 BV NEMIJTEK Vrieshuizen Veilingkade 4 Breda	300 000 kg
			609 975 kg

Notice of invitation to tender No It P jumelage — 14 for the sale of certain frozen unboned (bone-in) beef held in stock by the Italian intervention agency

1. The Italian intervention agency shall sell approximately 1 009 tonnes of frozen unboned beef as follows:

forequarters cut at eighth rib with hindquarter flank attached:

- 470 tonnes from 'Vitelloni I',
- 325 tonnes from 'Vitelloni II',
- 8 tonnes from 'Vacche I e II',

all together 803 tonnes from forequarters;

hindquarters cut at fifth rib ('pistola' cuts):

- 190 tonnes from 'Vitelloni II',
- 16 tonnes from 'Vacche I e II',

all together 206 tonnes from hindquarters.

The meat offered for sale was taken over by the Italian intervention agency before 31 July 1976. A list of the lots is shown in the Annex.

2. These goods shall be sold in accordance with the rules laid down in the general notice of invitations to tender ⁽¹⁾.
3. Only tenders which reach AIMA by 12 noon on 21 March 1977 shall be considered.

⁽¹⁾ OJ No C 2, 5. 1. 1977, p. 6.

ANNEXE — ANNEX — ANHANG — BILAG — ALLEGATO — BIJLAGE

Liste des lots de viande bovine avec os, congelée et stockée dans les entrepôts suivants

List of lots of frozen bone-in beef stored in the following warehouses

Aufstellung der Partien von gefrorenem Rindfleisch mit Knochen, die in den nachfolgenden Kühllhäusern lagern

Fortegnelse over partier af frosset, ikke-udbenet oksekød, der er oplagret følgende steder

Elenco delle partite di carni bovine con osso congelate nei seguenti depositi

Lijst van de partijen bevroren rundvlees, met been, opgeslagen in de onderstaande vrieshuizen

(in tonnellate)

N.	Nom et adresse de l'entrepôt Name and address of storage place Name und Anschrift des Kühllhauses Oplagringsstedets navn og adresse Nome e indirizzo del deposito Plaats en naam van opslag	Vitelloni 1		Vitelloni 2		Vacche 1 e 2	
		Quarti anteriori	Quarti posteriori	Quarti anteriori	Quarti posteriori	Quarti anteriori	Quarti posteriori
1.	ACM, Strada due Canali, 6, Reggio Emilia	50	84,00	69,68	—	—	
2.	ALMAVIT, Via Filzi, 4, Istrana (TV)	80	20,56	6,02	1,09	—	
3.	BECA, Via Mori, 6, Prunaro di Budrio	—	7,41	0,87	—	—	
4.	Borghetto, Via S. Giacomo, 17, Brescia	50	2,94	0,61	—	—	
5.	Cariplo Novara, Via Bartolino da Novara, 3, Novara	—	8,66	4,97	—	—	
6.	COMACAR, Via di Roma, 118, Ravenna	50	34,80	13,44	1,50	—	
7.	Zerbi, Via L. Einaudi, 1, Cermenate	—	51,61	24,89	5,78	—	
8.	CENTRALFRIGOR, Strada Adriatica km. 391,5 cont. Sgariglia S. Benedetto del Tronto (AP)	30	29,30	9,55	—	—	
9.	Poggio Berni, Via Provinciale Uso, 52, Forlì	60	6,63	5,71	—	—	
10.	Interfreddo, Seconda strada, Zona Ind. Bicocca, Catania	50	19,26	15,71	—	16,30	
11.	MELLI, Via Bruino, 2, Mirandola (MO)	50	30,16	16,34	—	—	
12.	ICED, Via Aurelia Nord, km. 185, Grosseto	50	26,19	19,58	—	—	
13.	Ente Tre Venezie, S. Donà di Piave	—	3,00	2,50	—	—	
	Totale tonnellate	470	324,52	189,87	8,37	16,30	

PUBLIC WORKS CONTRACTS

(Publication of notices of public works contracts and licences in conformity with Council Directive 71/305/EEC of 26 July 1971 supplemented by Council Directive 72/277/EEC of 26 July 1972)

MODEL NOTICES OF CONTRACTS**A. Open procedures**

1. Name and address of the authority awarding the contract (Article 16 (e)) ⁽¹⁾:
2. The award procedure chosen (Article 16 (b)):
3. (a) The site (Article 16 (c)):
(b) The nature and extent of the services to be provided and the general nature of the work (Article 16 (c)):
(c) If the contract is subdivided into several lots, the size of the different lots and the possibility of tendering for one, for several, or for all of the lots (Article 16 (c)):
(d) Information relating to the purpose of the contract if the contract entails the drawing up of projects (Article 16 (c)):
4. Any time limit for the completion of the works (Article 16 (d)):
5. (a) Name and address of the service from which the contract documents and additional documents may be requested (Article 16 (f)):
(b) The final date for making such request (Article 16 (f)):
(c) Where applicable, the amount and terms of payment of any sum payable for such documents (Article 16 (f)):
6. (a) The final date for receipt of tenders (Article 16 (g)):
(b) The address to which they must be sent (Article 16 (g)):
(c) The language or languages in which they must be drawn up (Article 16 (g)):
7. (a) The persons authorized to be present at the opening of tenders (Article 16 (h)):
(b) The date, time and place of this opening (Article 16 (h)):
8. Any deposits and guarantees required (Article 16 (i)):
9. The main procedure for financing and payment and/or references to the instruments regulating these (Article 16 (j)):
10. Where applicable, the specific legal form which must be assumed by the group of contractors to whom the contract is awarded (Article 16 (k)):
11. The minimum economic and technical standards required of the contractors (Article 16 (l)):
12. Period during which the tenderer is bound to keep open his tender (Article 16 (m)):
13. Criteria for the award of the contract. Criteria other than that of the lowest price shall be mentioned if they do not appear in the contract documents (Article 29):
14. Other information:
15. The date of dispatch of the notice (Article 16 (a)):

⁽¹⁾ The Articles in brackets refer to Council Directive 71/305/EEC of 26 July 1971 (OJ No L 185, 16. 8. 1971, p. 5).

B. Restricted procedures

1. Name and address of the authority awarding the contract (Article 17 (a) ⁽¹⁾):
2. The award procedure chosen (Article 17 (a)):
3. (a) The site (Article 17 (a)):
(b) The nature and extent of the services to be provided and the general nature of the work (Article 17 (a)):
(c) If the contract is subdivided into several lots, the size of the different lots and the possibility of tendering for one, for several, or for all of the lots (Article 17 (a)):
(d) Information relating to the purpose of the contract if the contract entails the drawing up of projects (Article 17 (a)):
4. Any time limit for the completion of the works (Article 17 (a)):
5. Where applicable, the specific legal form which must be assumed by the group of contractors to whom the contract is awarded (Article 17 (a)):
6. (a) The final date for the receipt of requests to participate (Article 17 (b)):
(b) The address to which they must be sent (Article 17 (b)):
(c) The language or languages in which they must be drawn up (Article 17 (b)):
7. The final date for the dispatch of invitations to tender (Article 17 (c)):
8. Information concerning the contractor's personal position, and the minimum economic and technical standards required of him (Article 17 (d)):
9. The criteria for the award of the contract if these are not stated in the invitation to tender (Article 18 (d)):
10. Other information:
11. The date of dispatch of the notice (Article 17 (a)):

N.B. In the notices:

B = Belgium	DK = Denmark
D = Germany	F = France
IRL = Ireland	I = Italy
L = Luxembourg	NL = Netherlands
UK = United Kingdom	

⁽¹⁾ The Articles in brackets refer to Council Directive 71/305/EEC of 26 July 1971 (OJ No L 185, 16. 8. 1971, p. 5).

Open procedure

1. Ministère des Travaux Publics, Service du Plan Vert, rue de la Loi 155, B - 1040 Bruxelles. (Tel. 02/733 96 70).
2. Public invitation to tender.
3. (a) Province of Brabant.
(b) Maintenance work on grassed areas, footpaths and flower beds in various parks, squares, avenues and roads in the Brussels conurbation (five lots).
(c) Classification:
Lot I: category C or sub-category C4, class 4 (work valued at 6 000 000 to 15 000 000 Bfrs;
Lots II, III, IV and V: category C or sub-category C4, class 5 (work valued at 15 000 000 to Bfrs. 30 000 000.
(d)
4. Three-year contract from 1 April 1977 to 31 March 1980.
5. (a) Office for the sale and inspection of specifications and other documents relating to public contracts, Résidence Palace, Quartier Jordaens, rue de la Loi 155, 1040 Brussels (Tel. 02/736 87 93, postal cheque account (CCP) 000-0009455-46). Documents can be inspected and further information obtained at the address given in 1.
(b) 7 April 1977.
(c) Specification No P/77 B 56: Bfrs 190.
Tender form: Bfrs 20 per lot.
Payable in advance.
6. (a) 7 April 1977.
(b) Address as in 1.
(c) French and Dutch (forms attached to the specification must be used).
7. (a) Public.
(b) 11 a.m. on 7 April 1977 at the address given in 1.
8. 5 % of the contract price — three-year guarantee period.
9. Monthly instalments. The contract will incorporate a price fluctuations clause for labour and materials.
10. Associations, including consortia, may tender.
11. See 3 (c).
12. 75 calendar days from the date on which tenders are opened.
13. The contract will be awarded to the lowest acceptable tender.
14. Since notices of correction may be issued during the publication period, contractors from Community Member States are requested to apply to the address in 1, not later than 10 days before the date on which tenders are opened, for information on any changes made.
15. 2 March 1977.

Open procedure

1. Autobahndirektion Nürnberg, Flaschenhofstraße 55, D - 8500 Nürnberg.
2. Public invitation to tender pursuant to the Regulations governing construction work contracts, Part A (VOB/A), October 1973 edition.
3. (a) Earthworks and carriageway surfacing work, Lot EF/A70-1, on Federal Motorway A 70 Schweinfurt-Bamberg, to the south-east of Schweinfurt between km 18.940 and km 27.770.
(b) Stump-grubbing, topsoil operations, earth and rock-works, drainage and surfacing work, including the construction of access points, service areas, re-routing of minor roads and works by special instruction.
The works comprise essentially:
82 000 m³ topsoil operations;
895 000 m³ earth moving;
7 200 m carriageway and frost blanket drainage;
50 000 m³ frost blanket;
106 000 m² cement consolidation;
104 000 m² bitumen wearing course;
101 000 m² bitumen binder course;
99 000 m² bitumen concrete wearing course.
(c)
(d)
4. Completion deadline: 15 November 1979.
5. (a) Address as 1.
The tender documents may also be collected as from 24 March 1977 from Room 350 on production of the paying-in slip.
(b) The tender documents will be sent out between 24 and 31 March 1977.
(c) The tender documents will be available on payment of DM 200 to account No 42-852 with the Postscheckamt Nürnberg or to account No 20153 with the Bayerische Landesbank — Girozentrale — Zweigstelle Nürnberg, quoting 'EF/A70-1'. This fee will not be refunded.
6. (a) Tenders bearing a legally binding signature should be sent in a sealed envelope endorsed 'Angebot EF/A70-1', postage prepaid, to arrive by 10.30 a.m. on Tuesday, 19 April 1977, at which time they will be opened.
(b) Address as 1.
(c) German.
7. (a) Tenderers and their authorized representatives.
(b) 10.30 a.m. on Tuesday, 19 April 1977, in room 264 at the address specified under 1.
8. Completion guarantee for 5 % of the contract price. Only directly enforceable guarantees from a credit insurer or credit institution approved in the Federal Republic of Germany will be accepted.
9. Interim and final payment in accordance with the Regulations governing construction work contracts, Part B (VOB/B), October 1973 edition, in conjunction with ZVStRa 1973, Section 13 and the special regulations (BVB 1975), Section 8.4.
- 10.
11. Details of construction work completed in the past three years which must be comparable with the work being put out to tender in scope, technical complexity and completion time.
12. 18 May 1977.
13. Subject to approval of funds, and in accordance with § 25 VOB/A, the contract will be awarded to the tender which appears the most acceptable when all technical and economic aspects are taken into account.
14. A site inspection will take place at 1.30 p.m. on 31 March 1977, meeting at the Gasthof Theo Kuhn, 8722 Untereuerheim.
15. 4 March 1977.

Open procedure

1. Ville d'Haubourdin, rue Sadi Carnot, F - 59320 Haubourdin.
2. Public invitation to tender.
3. (a) Place Blondeau, Haubourdin.
(b) Construction of multi-purpose premises.
(c) Nature, extent and approximate value of the work (in FF):
 1. Carcass work, 3 173 342.
 2. Pipes, 178 080.
 3. Sealing work, 219 736.
 4. Wood fittings, 1 010 286.
 5. Marble fittings and tiling, 277 500.
 6. Floor coverings, 51 364.
 7. Locksmithing, 109 336.
 8. Metal fittings, 532 850.
 9. Painting, 242 684.
 10. Glazing, 184 279.
 11. Movable partitions, 127 008.
 12. Screening, 57 318.
 13. Plumbing and sanitary installations, 78 425.
 14. Electricity, 359 998.
 15. Heating, 960 657.
 16. Telephone, 15 887.
 17. Stage fittings, 786 626.
 18. Driveways and various services, 142 298.
 Total value, September 1975: FF 8 507 674.
(d)
4. 16 months.
5. (a) M. Gaillet, Métreur, 196 bis, rue du Faubourg de Roubaix, F - 59000 Lille, Telephone: 51 32 71.
(b)
(c)
6. (a) At 12 noon on 13 April 1977.
(b) Monsieur le Maire, Hotel de Ville, F - 59320 Haubourdin, by registered mail or personal delivery.
(c) French.
7. (a)
(b) 3 p.m. on 13 April 1977 at the Mairie d'Haubourdin.
- 8.
- 9.
- 10.
11. From French tenderers:
 - a declaration of intention to tender;
 - a copy of the tenderer's certificate of professional qualification;
 - a certificate on resources, issued by an expert within the past two years and relating to similar work carried out in the past five years;
 - a reference list specifying the location, construction period, nature and scale of work carried out within the past five years, and the names of experts under which such work was completed;
 - a tax declaration as provided for by Article 251 (2) of the Code des Marchés Publics.
 From non-French tenderers with offices in a Member State of the EEC:
 - a declaration of intention to tender by individual firms or by each of the member companies of a consortium, together with warrants for representatives signed by the companies;
 - the information form accompanied by recent certificates issued by engineers or experts;
 - a statement (selection of non-French companies) accompanied by a certificate from the competent authority stating that the company has fulfilled its national obligations regarding the payment of social security contributions, taxes and dues, together with a copy of the company's judicial record (or equivalent);
 - where the company has its offices in a country which has official lists of approved companies, the certificate should specify the references on which inclusion in the list was based as well as indications concerning the classification of the resources of the company.
12. 90 days from the closing date for the receipt of tenders.
- 13.
14. The prices referred to in the contract must be in French francs and are subject to French regulations on prices. The French franc is the unit of currency for the contract. The price in francs will remain unchanged in the event of fluctuations in the exchange rate. For the settlement of payment, non-French companies are advised to open an account in their name at the Trésorerie Principale, Haubourdin.
15. 4 March 1977.

Restricted procedure

1. City of Sheffield, Town Hall, UK-Sheffield, S1 2HH.
Names of professional advisers to authority awarding contract: Architect: J. Winter, Town Hall, Sheffield S1 2HH.
Quantity Surveyor: D. J. Rhodes, Town Hall, Sheffield S1 2HH.
2. The award procedure will be the lowest acceptable offer in competition among selected contractors.
3. (a) Opposite the Sheffield City Council refuse tip on Beighton Road, Woodhouse, approximately five miles south-east of the City Centre, Sheffield 13.
(b) The erection and completion of 74 two-storey semi-detached houses (i.e. 37 pairs) and 25 terraced bungalows (in blocks 2, 3, 4 and 5), together with external works, drainage and mains services. The buildings are to be constructed with brick and block cavity walls, timber casement windows, solid concrete ground floors, timber first floors, block or plasterboard and stud internal partitions and concrete-tiled timber-pitched roofs. Also included is gas or solid fuel partial central heating installations.
(c) The contract will not be divided into lots.
(d) The contract does not involve the drawing up of a project.
4. 64 weeks from the date for possession which is expected to be 8 August 1977.
5. Standard form of building contract (local authorities edition) 1963 edition with quantities, with the following amendments:
Clause 17 — labour only contracting will not be permitted;
Clause 23 (j) (i) will not apply;
Clause 23 (j) (ii) will apply;
Clause 30A will apply. The contractor will be required to declare that to the best of his knowledge and belief he has complied with the pay limits since they came into operation.
Clause 30B will apply;
Clause 31B will apply (fixed price).
6. (a) 25 March 1977.
(b) The Chief Quantity Surveyor, Department of Planning and Design, Town Hall, Sheffield S1 2HH.
(c) English.
7. 28 April 1977.
8. The contractor will be required to produce the following information:
proof that none of the circumstances set out in Article 23 apply to the contractor;
proof of the contractors' financial and economic standing as set out in Article 25 (a), (b) and (c);
proof of the contractors' technical knowledge and ability as set out in Article 26 (a), (b), (c), (d) and (e).
(Council Directive 71/305/EEC).
9. The award procedure will be the lowest acceptable offer in competition among selected contractors.
10. The contract title is 99 dwellings, Woodhouse East.
The contract reference is H40036.
The contract will incorporate a labour and materials fluctuations provision.
The approximate date for submission of tenders is 30 May 1977.
The approximate contract value is £830 000.
The rate of liquidated and ascertained damages will be £15 per week/per uncompleted dwelling.
It should be noted that it is the authority's intention to offer further new works of a similar nature to the successful contractor, subject to satisfactory performance and standards of workmanship in relation to this contract. These additional works value approximately £2 million and commence on sites at various times up to and including October 1978.
11. 2 March 1977.

Restricted procedure

1. London Borough of Wandsworth, Town Hall, Wandsworth High Street, UK-London, SW18 2PU.
2. Lowest acceptable offer in competition amongst selected contractors.
3. (a) 121 (part) — 127 (odd) on the south side of Upper Richmond Road, east of its junction with Putney High Street.

(b) Construction of a single eight-storey block comprising 2 000 m² of office accommodation situated on the ground floor and parts of the first and second floors, and 43 flats on the remaining parts of the first and second floors and on the upper floors.
The structure will be a combination of *in situ* reinforced concrete, precast reinforced concrete and load-bearing brickwork. The external walls to the residential element will be brick faced and the offices' external walls are to be formed with precast glass reinforced cement cladding units.

(c)

(d)
4. Contract period to be stated by tenderers.
5. Standard form of building contract local authorities edition with quantities 1963 edition (July 1976 revision) issued by the Joint Contracts Tribunal.
6. (a) 8 April 1977.
(b) Director of Administration, address see item 1.
(c) English.
7. 10 June 1977.
8. In accordance with Articles 25 (a) and (b) and 26 (b), (c) and (d) to Council Directive 71/305/EEC.
9. Lowest acceptable offer in competition amongst selected contractors.
10. Appointed architects for the scheme are The Gilmore Hankey Kirke Partnership, 118-120 East Hill, UK-London, SW18 2HF.
11. 4 March 1977.

Restricted procedure

1. Borough of Charnwood, Southfields, UK-Loughborough, Leicestershire. contract issued by the Joint Contracts Tribunal and incorporating a fluctuations clause.
2. The contract will be awarded on the basis of lowest cost, the award procedure being that given in Article 17 of Council Directive 71/305/EEC.
3. (a) The site adjoins Freehold Street, Loughborough.
 - (b) The works comprise the erection of one lettable shop unit and 63 flats, some for aged or disabled persons, in a series of linked blocks, three storeys in height, and of traditional construction, together with all roadways, services and landscaping.
 - (c)
 - (d)
4. A maximum of 18 months from possession of the site, which is anticipated in early October 1977.
5. The form of contract will be the current local authorities edition, with quantities, of the standard form of building
6. (a) 28 March 1977.
 - (b) Consultant Architects, Goodwin, Warner & Associates, 39 Granby Street, UK - Loughborough, Leicestershire.
 - (c) English.
7. 30 May 1977.
8. Information concerning the contractors' economic and technical standards will be provided in accordance with Articles 25 (c) and 26 (b) and (d) of Council Directive 71/305/EEC.
- 9.
- 10.
11. 1 March 1977.

Restricted procedure

1. City of Leicester, City Architect's Department, New Walk Centre, Welford Place, UK - Leicester.
2. Lowest acceptable offer in competition among selected contractors.
3. (a) The site is in the City of Leicester, at Ash Street.
(b) The construction of 124 two- and three-storey traditional dwellings — mixed development of houses and flats — total floor area approximately 8 000 m² together with stores, car parking and outside works.
(c)
(d)
4. 24 months contract period.
- 5.
6. (a) 31 March 1977.
- (b) A. Watson, RIBA, City Architect, City of Leicester, New Walk Centre, Welford Place, UK - Leicester.
- (c) English.
7. 27 May 1977.
8. Bankers statement as per Article 25 (a) of Council Directive 71/305/EEC.
A statement of the firm's overall turnover and the turnover on construction works for the three previous financial years as per Article 25 (c).
A list of works carried out over the past five years as per Article 26 (b).
- 9.
- 10.
11. 2 March 1977.

Restricted procedure

1. Milton Keynes Development Corporation, Wavendon Tower, Wavendon, UK - Milton Keynes MK17 8LX.
2. The lowest acceptable competitive tender using a restricted procedure.
3. (a) City Centre, UK - Milton Keynes, Buckinghamshire.
(b) Car parking, access roads, drainage works and landscaping associated with City Centre development (Block E1).
The estimated cost of the whole work is £600 000.
Nominated subcontractors will be recommended by the authority for street lighting, landscaping, road markings.
(c)
(d)
4. Approximately 12 months.
5. In the event of a group of contractors submitting an acceptable offer it will be necessary for each member of the group to sign an undertaking that each company or firm in the group will be jointly and severally responsible for the due performance of the contract.
6. (a) 21 April 1977.
(b) Address as in 1.
(c) English.
7. March 1977.
8. Proof of inscription of the company on a professional register or the companies register in the United Kingdom or Ireland.
Name and address of contractor's bankers from whom the corporation's bankers can enquire as to contractors' financial standing.
Balance sheets for the past three years, including a statement of turnover on construction works.
A statement of the technical qualifications of the managerial and supervisory staff who would be responsible for executing the work and any previous experience of UK construction practice.
A list of contracts over one million units of account, similar to the contract to be awarded, carried out during the past five years, the value and location of each contract and the authority for whom executed.
Details of labour resources and plant available.
9. The award criteria will be shown in the tender documents.
10. The contract will be based on Institution of Civil Engineers conditions of contract (fifth edition) June 1973. New contracts consisting of the repetition of similar works may be negotiated with the successful tenderer.
11. 2 March 1977.

Restricted procedure

1. Greater London Council, Inner London Education Authority, The County Hall, UK - London, SE1 7PB.
2. Lowest acceptable offer in competition among selected contractors.
3. (a) Swinbrook Road Stage II, London W10.
The site is 1.02 hectares (2.52 acres) north east railway land to south east by Stage I contract to the west by existing housing.
Map reference: TQ2481 NW and NE.
- (b) The construction of 119 dwellings, four-storey maisonettes, three-storey flats. Traditional construction. Loadbearing calcium brick work concrete floors timber mansard roofs with asbestos tiles. Brick paved areas and tarmac. Brick/concrete access bridges. The estimated cost of the project is £1.75 million.
Mechanical and electrical services will not be nominated subcontracts. Tenderers for the main contract will include prices for this work in their tenders. A list of GLC/Authority approved subcontractors will be made available.
Conditions of contract to be GLC standard form based on Royal Institute of British Architects (1963 edition as revised) with full/NEDO fluctuations clause for both labour and materials. Bills of quantities will be supplied to be fully priced and returned by tenderers.
- (c)
- (d)
4. 24 calendar months from the date of the architect's order to commence work, expected to be in August 1977.
5. Should a group of contractors in temporary association be successful each firm to become jointly and severally responsible for the contract before acceptance.
6. (a) 30 March 1977.
- (b) The Architect (Ref. AR/F/C), Room 680, The County Hall, UK - London, SE1 7PB.
- (c) English.
7. 6 June 1977.
8. Name and address of the contractor's bankers from whom the council's bankers can enquire as to the contractor's financial standing.
Balance sheets for the past three years.
Overall turnover on construction works for the past three years.
List of works completed over the past five years.
Details of resources of labour and plant.
Details of proposed organization and management techniques for handling the contract.
9. Lowest acceptable offer in competition subject to relationship of the price to the comparable estimate prepared by the architect, to approval by the Department of the Environment, and establishment of the contractor's financial stability.
10. Six weeks will be allowed for tendering.
The work will be supervised by the council's architect. Directions on site may be given by a full time clerk of works.
The preparation of the final account will be by the council's quantity surveyor.
A copy of the conditions of contract will be supplied to each tenderer together with two unbound copies of the bills of quantities. Additional unbound copies of the bills, not exceeding two, will be supplied free of charge if requested.
The tender and bills of quantities must be completed in sterling and payment will be made only in sterling.
No right exists to participate in the competition, nor can information be given as to the progress of the tenderer's application.
11. 3 March 1977.

Restricted procedure

1. Ministère de l'Economie et des Finances, Sous-Direction de l'Équipement, Bureau E2, Division de la Programmation immobilière et des Conduites d'Opérations, 2 rue Neuve Sainte-Pierre, F-75004 Paris.
2. Restricted invitation to tender.
3. (a) On land belonging to the Imprimerie Nationale (printing works) at Flers-en-Escrebieux — 59 Nord (6 km from Douai).
- (b) Construction of a warehouse for printed matter for the Ministry of Economic Affairs and Finance. The project comprises the construction of two buildings:
 - a pallet storage building (length 88 m; width 20 m; height 15 m);
 - a trade building (length 150 m; width 45 m; height 6 m), plus an unloading area and an ancillary office block (overall surface 225 m²).
 There are 16 lots:
 - Lot No 1: earthworks, carcass work, external works, tiling, industrial flooring, 100 - 110 - 132 - 141, 3 694 000 FF
 - Lot No 2: metal framework 802 - 2, 1 810 000 FF
 - Lot No 3: sealing, metal containers, insulation, translucent saw-tooth roofs, skylights, 311 - 331 - 3 361, 1 910 000 FF
 - Lot No 4: metal boarding, insulation, 432 - 432-3, 952 000 FF
 - Lot No 5: curtain wall, locksmithing, heavy doors, sun-protection equipment, 410 - 4 302/2 - 413 - 733 — 790-4, 835 000 FF
 - Lot No 6: joinery, 222, 50 000 FF
 - Lot No 7: movable partitions, 790-9, 110 000 FF
 - Lot No 8: plumbing, fire-fighting equipment, 321, 813 000 FF
 - Lot No 9: suspended ceilings, 5 522, 41 000 FF
 - Lot No 10: heating, ventilation, 521 - 532, 1 150 000 FF
 - Lot No 11: electricity, transformer, external lighting, E 2 qualifelec, 790 000 FF
 - Lot No 12: paintwork, glazing, 611 - 632, 770 000 FF
 - Lot No 13: sprinklers, 320 (This amount is an estimate), 1 550 000 FF
 - Lot No 14: floor finishings, 764 - 771, 95 000 FF
 - Lot No 15: road, car park, 'Evergreen' area, service tunnel, driveways and various services according to references, 1 970 000 FF
 - Lot No 16: grassed areas, according to references, 510 000 FF
- (c) Consortia must include a carcass work or metal framework contractor representing the other contractors and must provide a list of at least two, and no more than three, contractors per lot in addition to the representative. The awarding authority reserves the right to select from these contractors.
- (d)
4. 11 months.
5. Contractors must form a consortium (in accordance with Article 2.31 of the Cahier des Clauses administratives générales, approved by Decree No 76.87 of 21 January 1976).
6. (a) 5 p.m. on 1 April 1977.
- (b) As in 1.
- (c) French.
- 7.
8. All contractors must provide evidence of the qualifications indicated. The numbers are OPQCB qualifications. Foreign contractors who do not have these qualifications must supply references according to the conditions laid down in their own countries.
Estimated total value (divided into 16 lots): 17 050 000 FF.
Contractors must also supply:
the information form laid down in Article 41-1 of the French Code des Marchés publics;
the statement to be signed by applicants for state contracts in accordance with Article 41-2 of the French Code des Marchés publics.
- 9.
10. Further information may be obtained from: Monsieur Starkier, Architecte, 21 rue des Petits Champs, Paris 1er. Tel: 742.11.03.
11. 4 March 1977.

Restricted procedure

1. Direction des Télécommunications de la région de Paris 'Extra-Muros', Direction de la Production, Service des Marchés, Division 'Engagement Bâtiment', Cedex 53 F - 75300 Paris Brune. Tel. 657 13 30 Ext. 56.00.
2. Restricted invitation to tender (Article 93, final paragraph of the Code des Marchés Publics).
3. (a) Evry (Essonne), France.
 - (b) Construction of a National Institute for Technical Management Personnel. Construction:
 1. Foundations: substructure consisting of strip foundation.
 2. Reinforced concrete structures (posts, girders).
 3. Roofing: asphalt sealing layer on a flat roof with protective loose chippings on the inaccessible parts of the accommodation block.
 4. Internal walls: masonry consisting of solid blocks or solid bricks — moveable partitions envisaged for the 'Teaching' and 'Administration' buildings.
 5. External joinery: in aluminium.
 6. Internal joinery.
 7. Floors.
 8. Wall finishings — glass fabrics, ceramic tiling, sound-absorbing linings.
 9. Suspended ceilings.
 10. Glazing — heat insulating double glazing.
 - (c) *Unum quid* contract: general contractor (earthworks, foundations, drainage, reinforced concrete, masonry, joinery, locksmithing, plumbing, paintwork, glazing, driveways and various services, grassed areas — heating, air conditioning, HV and LV electric circuits, generator set, lifts). FF 49 825 000. The file containing the tender documents (plans, additional notices, specification of works, special specification for the construction project) will be sent to undertakings wishing to submit tenders.
 - (d) The project plans have been drawn up by the architect approved by the French Post Office Administration after approval by the Secrétariat d'État aux Postes et Télécommunications.
4. The work will be carried out in two phases:
 - 1st phase: 12 months,
 - 2nd phase: 10 months.
5. Public company, limited liability company, etc.
6. (a) 25 March 1977.
 - (b) Address as in 1.
 - (c) French.
7. This date will be fixed subsequently when the tender documents are sent to the undertakings wishing to submit tenders. Probably May 1977.
8. Information to be supplied by all applicants:

surname and christian name (or name of firm);
 address and telephone number of the undertaking or of its head office;
 address of the factories, workshops, warehouses (optional);
 type of management (proprietor, operator, hirer, manager).
 Information to be supplied by the companies:
 legal form (public company, limited liability company, partnership limited by shares);
 registered capital — date when company was founded;
 persons authorized to commit the company to undertake contracts (surname and christian name, position, nationality, references to the memorandum and articles of association).
 Technical information:
 activities of the undertaking;
 business or industry;
 activities for which the undertaking wishes to be consulted;
 possible limits to field of activity;
 number of staff employed (supervisory staff, officials and manual workers);
 technical resources available.
 Various details:
 annual holiday period.
 References:
 technical references;
 list of clients (administrative bodies, public services, important French and non-French clients, giving details of the work carried out and date of the contract).
 Other references:
 recent certificates issued by technical experts relating to the activities for which the contractor wishes to be consulted.
 Financial references:
 turnover for previous years — bank references in France and other countries.
 Legal references:
 is the informant involved in bankruptcy or equivalent proceedings.
NB. The information forms to be filled in will be sent to contractors wishing to submit tenders together with the complete file of tender documents.
9. Acceptability of tender;
 technical resources, financial standing and legal status of the undertaking;
 lowest bid.
- 10.
11. 4 March 1977.