

6. Tenders not submitted in conformity with these specifications cannot be accepted.

II. Security

1. Each tenderer must, before expiry of the period set for the submission of tenders, provide security representing the equivalent in Belgian francs of 10 units of account per tonne of product.
2. The security required under paragraph 1 may be provided in the form of a cash deposit or of a guarantee issued by a credit institution conforming to the criteria laid down by the Member State responsible for the intervention agency.
3. If a tender is not taken into consideration or is not successful, the security shall be refunded to the tenderer. The successful tenderer's security will continue to be held. It shall be forfeit if he does not perform his undertaking within the prescribed time limit, save in case of *force majeure*.

III. Obligations

The tender shall be valid only if accompanied by a statement from the tenderer to the effect that:

- (a) he undertakes to deliver the lot of products meeting the specifications demanded;

- (b) he undertakes to load the goods on the dates laid down in IV and to dispatch them in the shortest possible time.

IV. Award of contract

1. The contract shall be awarded to the tenderer offering the best terms, taking into consideration the adjustment referred to in Article 3 (3).

A tenderer may in no circumstances withdraw an offer for which a contract has been awarded to him.

2. Each tenderer shall be informed by letter of the result of the invitation to tender.
3. The date from which shipment is to be made shall be between:
 - 1 and 15 September 1978 for 174.5 tonnes,
 - 1 and 15 October 1978 for 700 tonnes,
 - 15 and 30 November 1978 for 450 tonnes.

V. Litigation

Any dispute which might arise between the OBEA and the successful tenderer shall be within the exclusive jurisdiction of the Brussels Courts.

Notice of invitation to tender for the supply of common wheat pursuant to Commission Regulation (EEC) No 1656/78 of 14 July 1978

The Office national interprofessionnel des céréales (ONIC), 21, avenue Bosquet, Paris 7^e (intervention agency) hereby opens an invitation to tender for the purchase on the internal Community market, for delivery to Maseru by way of Community food-aid action, of 1 500 tonnes of common wheat to be supplied to the Kingdom of Lesotho.

I. Tendering

1. Tenders must reach the Office national interprofessionnel des céréales (ONIC), by registered post or by messenger ⁽¹⁾ not later than 28 July 1978, at 12 noon.

2. Tenders, whether sent by registered post or brought by messenger, shall be enclosed in a sealed envelope marked 'Tender for Community food aid — Lesotho', enclosed in turn within an envelope bearing the name and address of the intervention agency (ONIC).

3. No tender may be submitted for part of a lot.
4. Tenders must include the name and address of the tenderer and give:
 - (a) the number and weight of the lot to which they relate;
 - (b) the port of loading (seaport);
 - (c) the port of unloading (seaport);

⁽¹⁾ Tenders delivered by hand should be delivered, against an acknowledgement of receipt, to the ONIC.

- (d) the costs proposed per tonne of product, in French francs ⁽¹⁾;
- (e) the Member State in which the tenderer, in the event of his being declared successful, expects to complete the customs export formalities for the products concerned.

Tenders shall be for products supplied in new jute sacks of a net capacity of 50 kilograms.

Minimum weight of the sacks shall be 600 grams. The following shall be printed on the sacks:

'Wheat/Gift of the European Economic Community to the Kingdom of Lesotho'.

To allow for the possibility of re-bagging, the successful tenderer shall supply 2 % of new empty sacks, of the same quality as those containing the goods but with the printing followed by a capital letter 'R'.

The cost of weighing, verification and insurance must be included in the charge quoted in the tender.

5. Each tender must be accompanied by:
 - (a) proof that the security required under heading II has been given;
 - (b) the statement required under heading III;
 - (c) a self-addressed envelope in the name of the tenderer.
6. Tenders not conforming to these requirements cannot be accepted.

II. Security

1. Each tenderer must, before expiry of the period set for the submission of tenders, provide security representing the equivalent in French francs of five units of account per tonne.
2. The security required under paragraph 1 may be provided in the form of a cash deposit or of a

guarantee issued by a credit institution conforming to the criteria laid down by the Member State responsible for the intervention agency.

3. If a tender is not taken into consideration or is not successful, the security shall be refunded to the tenderer. The successful tenderer's security will continue to be held. It shall be forfeit if he does not perform his undertaking within the prescribed time limit, save in case of *force majeure*.

III. Obligations

The tender shall be valid only if accompanied by a statement from the tenderer to the effect that:

- (a) he undertakes to deliver the lot of products meeting the specifications demanded;
- (b) he undertakes to load the goods on the dates laid down in heading IV and to dispatch them in the shortest possible time.

IV. Award of contract

1. The contract shall be awarded to the tenderer offering the best terms, taking into consideration the adjustment referred to in Article 3 (3).

The tenderer may in no circumstances withdraw an offer for which a contract has been awarded to him.

2. Each tenderer shall be informed by letter of the result of the invitation to tender.
3. The date on which shipment shall be made shall be between 15 and 30 September 1978.

V. Litigation

Any dispute arising between the ONIC and the successful tenderer shall be referred to the Tribunal de grande instance de la Seine.

⁽¹⁾ The comparison of offers shall be carried out according to the requirements of Article 3 (3) of Regulation (EEC) No 1656/78.