

II. Security

1. Each tenderer must, before expiry of the period set for the submission of tenders, provide security representing the equivalent in lira of 12 ECU 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

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

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

- (b) he undertakes to load the goods on the date 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 who offers the most favourable terms.

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 1 and 15 February 1980.

V. Litigation

Any dispute arising between the Ente Nazionale Risi and the successful tenderer shall be referred to the Milan tribunals from which there shall be no appeal.

Notice of invitation to tender for the supply of grain sorghum pursuant to Commission Regulation (EEC) No 2769/79 of 7 December 1979

The Office national interprofessionnel des céréales (ONIC), 21, avenue Bosquet, Paris 7^e (intervention agency) hereby by way of Community food-aid action opens an invitation to tender for the purchase on the internal Community market, for delivery to Lomé of 4 000 tonnes of sorghum to be supplied to the Republic of Niger.

I. Tendering

1. Tenders must reach the Office national interprofessionnel des céréales (ONIC), by registered post or by messenger⁽¹⁾ not later than 21 December 1979 at 12 noon.

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

2. Tenders, whether sent by registered post or brought by messenger, shall be enclosed in a sealed envelope marked 'Tender for Community food aid Niger', 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);

- (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:

'Sorgho-Don de la Communauté économique européenne à la République du Niger'.

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 6 ECU 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 1 and 15 February 1980.

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 2769/79.