

EUROPEAN COMMISSION Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO)

ECHO.D - General Affairs D.2 - Inter-Institutional Relations and Communication

> Brussels, ARES

Dear Sir/Madam,

Subject: PRODUCTION OF TEXTILE VISIBILITY MATERIAL FOR DG ECHO FIELD MISSIONS – ECHO/INF/BUD/2017/00032

1. The European Commission is planning to award the contract referred to above. The procurement documents consist in this invitation letter and its annexes (tender specifications and draft purchase order).

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union.

2. You must submit your tender exclusively by electronic mail to <u>ECHO-COMM-VISIBILITY-ITEMS@ec.europa.eu</u>. The tender must be received no later than 17.00 CET time on 20 December 2017.

In parallel samples of articles must be submitted in one of the means listed below. Receipt is understood as the time at which the tenderer hands over the tender to the post office or courier service or central mail department.

Means of submission	Time limit	Evidence	Address for delivery		
Post	24:00 CET	Postmark	CALL FOR TENDERS ECHO/INF/BUD/2017/00032 European Commission Directorate-General European Civil Protection and Humanitarian Aid Operations For the attention of Gemma SANCHEZ LOI 86 6/14 B – 1049 Brussels P. d.i.		
Courier	24:00 CET	Deposit slip of courier service	Belgium CALL FOR TENDERS ECHO/INF/BUD/2017/00032 European Commission		
In person (hand delivery)	17:00 CET	Proof of receipt, signed and dated by the official in the central mail department who takes delivery	Directorate-General European Civil Protection and Humanitarian Aid Operations For the attention of Gemma SANCHEZ Rue de la LOI 86 6/14 B – 1049 Brussels Belgium		

The time limit for the receipt of samples is 20 December 2017 at 17.00 CET.

3. Tenders must be:

- perfectly legible so that there can be no doubt as to words and figures;

- 4. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 12 months from the date indicated in point 3.
- 5. Submission of a tender implies acceptance of all the terms and conditions set out in the procurement documents and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. The submitted tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.
- 6. All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
- 7. Contacts between the contracting authority and candidates or tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the date of receipt indicated in point 3:

Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.

Any request for additional information must be made in writing only to ECHO-COMM-VISIBILITY-ITEMS@ec.europa.eu

The contracting authority is not bound to reply to requests for additional information received less than six working days before the date of receipt of tenders indicated in point 3.

The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.

Any additional information including that referred to above will be sent simultaneously to all candidates invited to tender.

After the opening of tenders:

If obvious clerical errors in the tender need to be corrected or confirmation of a specific or technical element is necessary, the contracting authority will contact the tenderer provided this does not lead to substantial changes to the terms of the submitted tender.

The contracting authority may negotiate with tenderers the tenders they have submitted, in order to adapt them to the procurement documents and in order to find the most economically advantageous tender. The minimum requirements defined in the procurement documents are not subject to negotiation. During negotiations equal treatment of all tenderers will be ensured. The contracting authority reserves the right not to negotiate and to award the contract on the basis of the tenders initially received.

- 8. This invitation to tender is in no way binding on the contracting authority. The contracting authority's contractual obligation commences only upon signature of the contract with the successful tenderer.
- 9. Up to the point of signature, the contracting authority may cancel the procurement procedure without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.

- 10. Once the contracting authority has opened the tender, it becomes its property and it shall be treated confidentially.
- 11. You will be informed of the outcome of this procurement procedure (award decision) by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly.
- 12. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by Unit D3 of the DG for European Civil Protection and Humanitarian Aid Operations. Details concerning the processing of your personal data are available on the privacy statement at: https://ec.europa.eu/info/data-protection-public-procurement-procedures en.
- 13. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation¹. For more information, see the Privacy Statement on <u>http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm</u>)

Date and signature

0 8 DEC. 2017

Mihela Z

Head of Unit D2 Inter-institutional relations and Communication

Annex 1: Tender specifications

Annex 2: Draft purchase order

¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.

PRODUCTION OF TEXTILE VISIBILITY MATERIAL FOR FIELD MISSIONS

TENDER SPECIFICATIONS

A. Subject of the contract and tasks to be carried out

The purpose of the contract is the supply and delivery of items/visibility clothing, for the DG ECHO staff deployments in areas affected by disasters or crises as follows:

All items must include the European Union Civil Protection and Humanitarian Aid logo/emblem as specified in each of the articles below.

1. VESTS

500 Reporter vests. Colour beige. 100 % cotton for extreme heat conditions. Multipockets..1 inside pocket European Union Civil Protection and Humanitarian Aid logo printed on front and back (4 colours printing: pantone yellow, pantone reflex blue, white, grey).

200 Reporter vests. Colour dark blue. Polycotton. Breathable. 9 front pockets. 2 back pockets. European Union Civil Protection and Humanitarian Aid logo printed on front and back (2 colours printing: pantone yellow, white)

200 Winter vests. Colour beige. Polycotton. Inner layer: 100% heavy padded lining. At least 4/5 outer pockets preferably with zips. 1 inner wallet pocket. Breathable armholes with adjustable. wind-stoppers or similar. European Union Civil Protection and Humanitarian Aid logo printed on front and back (4 colours printing: pantone yellow, pantone reflex blue, white, dark grey).

2. CAPS

500 Caps. Colour beige. 100% cotton. 5 panels. Front without seam for printing. Back velcro closure. 2 embroidered vents. European Union Civil Protection and Humanitarian Aid logo embroidered on front (4 colours embroidery: pantone yellow, pantone reflex blue, white, dark grey).

500 Caps. Dark blue. 100% cotton. 5 panels. Front without seam for printing. Back velcro closure. 2 embroidered vents. Colour dark blue. European Union Civil Protection and Humanitarian Aid logo embroidered on front (2 colours embroidery: pantone yellow, white)

3. POLO SHIRTS

500 Polo shirts woman. Colour white. 100% cotton for extreme heat conditions. Reinforced button and neck. Fitted cut. Straight hem with side slits. European Union Civil Protection and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, dark grey)

500 Polo shirts man. Colour white. 100% cotton for extreme heat conditions. Reinforced button and neck. Fitted cut. Straight hem with side slits. European Union Civil Protection

and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, dark grey)

RAINCOATS

500 Raincoats. Colour dark blue.100% waterproofed. Light and breathable. Zip and hood. Portable in a bag or inside the pocket. European Union Civil Protection and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, white)

B. European Union Civil Protection and Humanitarian Aid logo



European Union Civil Protection and Humanitarian Aid

C. Time Schedule/Delivery

Delivery date for the goods in Brussels: 28 February 2018 at the latest.

The Contractor shall bear all risks relating to the delivery of goods.

The goods are to be delivered DDP (Delivered Duty Paid) at the following address : Rue de la Loi 86, 1040, Brussels, office: L-86 - 06/014.

The execution of the tasks may not start before the purchase order has been signed by both parties.

EUROPEAN COMMISSION		PURCHASE ORDER FOR LOW VALUE CONTRACT				
DG and unit (also acting as data controller):		Number: Currency of payment: EUR	Name and address of contractor:			
Tel.:		Tender (date and reference):				
E-mail:						

This purchase order constitutes acceptance of the above contractor's tender (quote).

By agreeing to this order (contract), the contractor [accepts the specification sent on [date] attached to this document, and] waives all other terms of sale or performance of services and accepts the general conditions updated in 12.2015 published on the Internet at:

http://ec.europa.eu/budget/contracts grants/info contracts/lowVal contracts/LowVal contracts en.cfm

			PRICE in €			
DESCRIPTION OF THE SUPPLIES OR SERVICES	UNIT	QUANTITY	UNIT PRICE	TOTAL		
In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of	Packaging:					
the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due under this contract. For intra-community purchases, the	Insurance:					
statement "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice.						
[In Belgium, use of this contract constitutes a request for VAT exemption No. 450,	Transport:					
article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: "Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n°						
2/1978)".]	VAT:					
	TOTAL :					
Place of delivery/performance and/or Incoterms:	Contractor's signature					
Delivery/performance dates and hours: [from to] [date] Payment: 30 days from receipt of the invoice.	Name:					
Contractor's bank account:	Position:					
	Date:					
Acceptance of the tender by the Commission:						
Date of issue : Signature [name and position] [and for Belgium, Commission stamp]:						
[Pour la Belgique, numéro de dossier auprès du Protocole du SPF Affaires Etra	ngères]					
The invoice will be paid only if the contractor has returned the signed purchase order.						

This contract is governed by Union law, complemented, where necessary, by [Belgian] law and the courts of [Brussels] have exclusive jurisdiction over any dispute.