

C. FURTHER INFORMATION GLOSSARY

Successful tenderer: The tenderer selected at the end of the procedure for the award of the contract.

Contracting Authority: The party which concludes the contract as provided in the Financing Agreement, be it the Commission for and on behalf of the beneficiary, a country or a legal person governed by public or private law, as mentioned in the financing agreement.

Project Manager: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.

Supplies: All items which the Contractor is required to supply to the Contracting Authority, including, where necessary, services such as installation, testing, commissioning, provision of expertise, supervision, maintenance, repair, training and other such obligations connected with the items to be provided under the contract.

Hybrid contract: A contract between the contracting authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

Evaluation committee: A committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the provision of the supplies.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the

budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day in the country of the Contracting Authority, the period expires at the end of the next working day.

Implementation period. The period from contract signature, or alternative date if specified in the Special Conditions, until the provisional acceptance of the supply.

Execution period. The period from contract signature until 18 months after the provisional acceptance of the supply. This period includes the warranty and the final acceptance of the supply.

Day: Calendar day.

In writing: This includes any hand-written, typed or printed communication, including telex, cable, email and fax transmissions.

Supply contract: Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.

Foreign currency: Any currency, other than the euro, which is permissible under the applicable provisions and regulations and has been indicated in the tender.

National currency: The currency of the country of the Contracting Authority.

Tender price: The sum stated by the tenderer in its tender for carrying out the contract.

Contract value: The sum stated in the contract representing the initial estimate payable for carrying out the supplies, or such other sum as ascertained at the end of the contract as due under the contract.

Most economically advantageous tender: The tender deemed to be best in terms of the specific criteria laid down for the contract in question, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance and the price or lowest price. These criteria must be published in the procurement notice or stated in the tender dossier.

Tenderer: Any natural or legal person or consortium thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operators, natural or legal persons, who supply products, execute works and provide services respectively.

Open procedure: Calls for tender are open where all interested economic operators may submit a tender.

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Warranty obligations: The warranty of the Contractor that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials. This warranty must remain valid for a maximum of 1 year after provisional acceptance. See article 32 of the General Conditions.

Commercial warranty: The warranty the manufacturer provides for a defined period that the supply will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service. The Commercial warranty should not be confused with - and might go beyond - the warranty period of the contract.