

9	Tenderers have to confirm absence of the following circumstance: "the Bidder or any of its shareholders directly or indirectly: originates from the countries that are under sanctions of the UN Security Council". Can you please confirm if this circumstance only relate to individuals rather than legal entities? In addition, can you please clarify what "originates" and "indirectly" mean? For example: (1) if this sentence refers to individuals, does it refer to an individual that is a citizen of a country under sanctions of the UN Security Council? (2) Does this circumstance apply to individuals legal representatives of the bidder or of a bidder's shareholders? (3) Or does it refer only to the country of registration of the Bidder and its shareholders?	Declaration of eligibility
10	SOF CONNECT provides "11. When the evaluation is completed, SOF CONNECT will proceed with negotiations as it sees fit in its fair judgement with a view to concluding the Contract. 12. After the submission of a Proposal, no amendment or rejection of a term included in the Proposal is accepted. (...) 15. The award shall be made in accordance with a contract. If tenderers' own terms, conditions or specifications are referred to or included with their Tender then they will be considered by SOF CONNECT as null and void if there is any possibility that they conflict with this it'. However, unless we are mistaken, SOF CONNECT has not provided any draft contract as part of this procedure. As a result, tenderers cannot review, assess and take any draft contract into consideration for their technical and commercial submission. We assume that SOF Connect does not intend to require tenderers to agree with a contract and to agree not to modify their technical and commercial proposal before they have been provided with any such contract. Can you therefore please clarify if SOF CONNECT intends to publish a draft contract for tenderers to review before they have to submit their technical and financial proposal? In the affirmative, when and could SOF CONNECT reasonably extend the current submission deadline to allow tenderer to review the draft contract and adjust their proposal if needed before submission deadline? Otherwise, please adjust sections 11 and 15 above to confirm that tenderers can submit their technical and financial proposal on the assumption that their respective standard terms and conditions will be the basis for the awarded contract, or at least that technical and commercial proposals are subject to final agreement on the contract terms and conditions, with the right for tenderers to adjust their proposal taking such terms and conditions into consideration, or anything similar to ensure the principle that Tenderers are not required to commit to accept a contract and not to alter their technical and commercial offer until they have been provided with the relevant contract and time to review it.	"INSTRUCTIONS TO TENDERERS, General Requirements and rules of the Tender", sections 11 and 15

Answers:

9.

The circumstances to be declared relate to:

- for the natural person - participant, a citizen of a country subject to sanctions imposed by the UN Security Council;
- for a Participant, a legal entity incorporated/established in a country(ies) subject to sanctions imposed by the UN Security Council, the members of its management or supervisory body, or the persons having powers of representation, decision-making or control within those bodies of the Participant, including its shareholders (natural and/or legal persons) who are citizens and/or incorporated/established in a country(ies) subject to sanctions imposed by the UN Security Council.

Regarding the terms "directly", "indirectly" and "related companies, agents or representative offices", the provisions of § 2 of the Anti-Money Laundering Measures Act and § 1 and 1v of the Commercial Act should be taken into account.

10.

The draft contract will be provided to the successful contractor.