COMMISSION REGULATION (EC) No 2417/98

of 9 November 1998

on the supply of vegetable oil as food aid

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1292/96 of 27 June 1996 on food-aid policy and food-aid management and special operations in support of food security [1], and in particular Article 24(1)(b) thereof,

Whereas the abovementioned Regulation lays down the list of countries and organisations eligible for Community aid and specifies the general criteria on the transport of food aid beyond the fob stage;

Whereas, following the taking of a number of decisions on the allocation of food aid, the Commission has allocated vegetable oil to certain beneficiaries;

Whereas it is necessary to make these supplies in accordance with the rules laid down by Commission Regulation (EC) No 2519/97 of 16 December 1997 laying down general rules for the mobilisation of products to be supplied under Council Regulation (EC) No 1292/96 as Community food aid [2]; whereas it is necessary to specify the time limits and conditions of supply to determine the resultant costs;

Whereas, in order to ensure that the supplies are carried out for a given lot, provision should be made for tenderers to be able to mobilise either rape-seed oil or sunflower oil; whereas the contract for the supply of each such lot is to be awarded to the tenderer submitting the lowest tender,

HAS ADOPTED THIS REGULATION:

Article 1

Vegetable oil shall be mobilised in the Community, as Community food aid for supply to the recipient listed in the Annex, in accordance with Regulation (EC) No 2519/97 and under the conditions set out in the Annex.

The supply shall cover the mobilisation of vegetable oil produced in the Community. Mobilisation may not involve a product manufactured and/or packaged under inward processing arrangements.

Tenders shall cover either rape-seed oil or sunflower oil. Tenders shall be rejected unless they specify the type of oil to which they relate.

The tenderer is deemed to have noted and accepted all the general and specific conditions applicable. Any other condition or reservation included in his tender is deemed unwritten.

Article 2

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 9 November 1998.

For the Commission

Franz FISCHLER

Member of the Commission

[1] OJ L 166, 5. 7. 1996, p. 1.
[2] OJ L 346, 17. 12. 1997, p. 23.

ANNEX

LOTS A, B, C, D and E

1. **Action Nos:** 63/98 (A); 64/98 (B); 65/98 (C); 66/98 (D); 67/98 (E)

2. **Beneficiary** ([2]): UNRWA, Supply division, Amman Office, PO Box 140157, Amman, Jordan
   telex 21170 UNRWA JC; fax (962-6) 86 41 27

3. **Beneficiary's representative:** UNRWA Field Supply and Transport Officer
   A and E: PO Box 19149, Jerusalem, Israel (tel. (972-2) 589 05 55; telex 26194 UNRWA IL; fax 581 65 64)
   B: PO Box 947, Beirut, Lebanon (tel. (961-1) 840 46 09; telefax 603 683)
   C: PO Box 4313, Damascus, Syria (tel. (963-11) 613 30 35; telex 412006, UNRWA SY; fax 613 30 47)
   D: PO Box 484, Amman, Jordan (tel. (962-6) 74 19 14/77 22 26; telex 23402 UNRWA JFO JO; telefax 74 63 61)

4. **Country of destination:** A and E: Israel (A: Gaza; E: West Bank); B: Lebanon; C: Syria; D: Jordan

5. **Product to be mobilised:** vegetable oil: refined rapeseed oil or refined sunflower oil

6. **Total quantity (tonnes net):** 881,6

7. **Number of lots:** 5 (A: 334,4 tonnes; B: 152 tonnes; C: 106,4 tonnes; D: 167,2 tonnes; E: 121,6 tonnes)

8. **Characteristics and quality of the product** ([3]) ([4]) ([6]) ([9]): see OJ C 114, 29.4.1991, p. 1 (III.A.(1)(a) or (b))

9. **Packaging** ([7]): see OJ C 267, 13.9.1996, p. 1 (10.7 A and B.3)

10. **Labelling or marking** ([5]): see OJ C 114 29.4.1991, p. 1 (III.A.(3))
    — language to be used for the markings: English
    — supplementary markings: 'FOR FREE DISTRIBUTION'
    lot D: 'Expiry date: . . .' (date of manufacture plus 2 years)

11. **Method of mobilisation of the product:** mobilisation of refined vegetable oil produced in the Community.
    Mobilisation may not involve a product manufactured and/or packaged under inward-processing arrangements

12. **Specified delivery stage:** A, C, E: free at port of landing — container terminal ([8]);
    B, D: free at destination ([8])

13. **Alternative delivery stage:** free at port of shipment

14. (a) **Port of shipment:** —
    (b) **Loading address:** —

15. **Port of landing:** A and E: Ashdod; C: Lattakia

16. **Place of destination:** UNRWA warehouse in Beirut (B) and Amman (D)
    — port or warehouse of transit: —
    — overland transport route: —

17. **Period or deadline of supply at the specified stage:**
    — first deadline: A, C: 17.1.1999; B: 21.2.1999; D, E: 14.2.1999
    — second deadline: A, C: 31.1.1999; B: 7.3.1999; D, E: 28.2.1999

18. **Period or deadline of supply at the alternative stage:**
    — first deadline: A, C: 21.12.1998 — 3.1.1999; B: 18 — 31.1.1999; D, E: 4 — 17.1.1999
    — second deadline: A, C: 4 — 17.1.1999; B: 1 — 14.2.1999; D, E: 18 — 31.1.1999

19. **Deadline for the submission of tenders (at 12 noon, Brussels time):**

— first deadline: 24.11.1998

— second deadline: 8.12.1998

20. **Amount of tendering guarantee:** ECU 15 per tonne

21. **Address for submission of tenders and tendering guarantees** (1):

Bureau de l'aide alimentaire, Attn Mr T. Vestergaard, Bâtiment Loi 130, bureau 7/46, rue de la Loi/Wetstraat 200, B-1049 Brussels

telex 25670 AGREC B; fax (32 2) 296 70 03/296 70 04 (exclusively)

22. **Export refund:** —

Notes:

(1) Supplementary information: André Debongnie (tel. (32-2) 295 14 65), Torben Vestergaard (tel. (32-2) 299 30 50).

(2) The supplier shall contact the beneficiary or its representative as soon as possible to establish which consignment documents are required.

(3) The supplier shall deliver to the beneficiary a certificate from an official entity certifying that for the product to be delivered the standards applicable, relative to nuclear radiation, in the Member State concerned, have not been exceeded. The radioactivity certificate must indicate the caesium-134 and -137 and iodine-131 levels.

(4) The supplier shall supply to the beneficiary or its representative, on delivery, the following document:

— health certificate.

(5) Notwithstanding OJ C 114, point III.A(3)(c) is replaced by the following: 'the words "European Community"'.

(6) Tenders shall be rejected unless they specify the type of oil to which they relate.

(7) Shipment to take place in 20-foot containers: Lots A, C and E: the contracted shipping terms shall be considered full liner terms (liner in/liner out) free port of landing container yard and is understood to cover 15 days — Saturdays, Sundays and official public and religious holidays excluded — free of container detention charges at the port of discharge taken from the day/time of the arrival of the vessel. The 15 day period should be clearly marked on the bill of lading. Bona fide detention charges levied in respect of container detention(s) in excess of the said 15 days as detailed above will be borne by UNRWA. UNRWA shall not pay/not be charged any container deposit fees.

After take-over of the goods at the delivery stage, the recipient will bear all costs of shifting the containers for destuffing outside the port area and of returning them to the container yard.

Ashdod: consignment to be stowed in 20-foot containers containing not more than 17 tonnes each, net.

(8) In addition to the provisions of Article 14(3) of Regulation (EC) No 2519/97, vessels chartered shall not appear on any of the four most recent quarterly lists of detained vessels as published by the Paris Memorandum of Understanding on Port State Control (Council Directive 95/21/EC (OJ L 157, 7.7.1995, p. 1)).

(9) Lot C: the health certificate and the certificate of origin must be signed and stamped by a Syrian Consulate, including the statement that consular fees and charges have been paid.