

Arab Republic of Egypt
Ministry of Planning and International Cooperation

OPEN TENDER
Our ref: Tender no. PS/38/02/12

INVITATION TO TENDER FOR
Supply of equipment and services for
Ministry of State for Antiquities

Italian – Egyptian Commodity Aid Programme - AID 4704

This is an invitation to tender for the above mentioned supply contract. Please find enclosed the following documents, which constitute the tender dossier.

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For full details of the tendering procedures, please refer to the Italian Legislative Decree on contract procedures 12.04.2006 no. 163. The above-mentioned procedures will be adapted to the specificity of the Italian Grant, the Italian-Egyptian Commodity Aid Programme.

We look forward to receiving your tender and accompanying tender guarantee before the submission deadline at the address specified in the Instructions to Tenderers.

Yours sincerely,

For conformity, **The Italian Expert**

(Dr.) *Igor Marcialis*

The Person in Charge

(Amb.) *Marawan Badr*

A INSTRUCTIONS TO TENDERERS

PUBLICATION REFERENCE:

Italian – Egyptian Commodity Aid Programme - Tender no. PS/38/02/12

In submitting its tender, the Tenderer accepts in full and without restriction the special and general conditions governing this Tender as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to carefully examine and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Italian Legislative Decree on contract procedures 12.04.2006 no. 163, which is applicable to the present call.

A glossary of the terms used here is provided in Annex VIII of this tender dossier.

1. Supplies to be provided

1.1 The subject of the contract is the supply, delivery, installation, training, after-sales service by the Contractor of the following goods:

- List of Commodities as per Annex II, to be provided according to the Technical Specifications detailed in Section E;
- Spare parts up to 10% of the total value of the above mentioned commodities, according to the technical specifications and request of the Contracting Authority, details in Section E;
- Training course and preliminary assessment in Italy.

The Tenderers, which apply to this Tender, commit themselves to delivery DDU, destination: Greater Cairo - Saqqara archaeological site, the items numbered from 1 to 17 of the: "List and quantity of commodities" inside the Technical Specifications and to delivery DDU, destination: Cairo city, Egyptian Museum, the items numbered from 18 to 22 of the: "List and quantity of commodities" inside the Technical Specifications, the commodities within **90** days from the date of coming in to force of the Supply Contract¹ and within **9 months** from the date of signing the contract. Any delivery date offered by the Tenderer, which postpones the delivery date, respect the above mentioned terms, it shall be considered rejected by the Contracting Authority and the offer accepted within the maximum terms allowed by this article to be confirmed before awarding of the Tender and in the Supply Contract.

¹ The Contract effectiveness shall take place according to Article 6 "Coming into force", part D "Supply Contract" of the Tender Document. The coming into force of the contract occurs only after signing the Contract and after the accomplishment of specific obligations by the parties. For the same reason the delivery date, not set as a calendar date in the Tender Document, shall be proposed by Tenderers and shall be evaluated and accepted by the Contracting Authority which, after awarding and signing the Supply contract, will take the subsequent actions according to the Contract and to this Tender. The Contracting Authority, in order to allow the Supply Contract to come into force, shall send a copy of the signed contract to the National Bank of Egypt (NBE) and request issuing a Letter of Credit for an amount equal to the contract price. This event occurs only after signing the Supply Contract. After issuing the Letter of Credit (and after Notification to the Contractor's bank) by the NBE Italian through the Agent Bank, Intesa-Sanpaolo S.p.A., in favour of the for the Contractor, the following juridical acts occur: the Supply Contract comes into force; the Contractor is eligible according to contract clauses to request an advance payment; the time for delivery starts to elapse. After notification of award to the successful Tenderer one month, approximately, elapses before signing the Supply contract. After signing the Supply contract the Contracting Authority processes the contractual documents through the competent Egyptian and Italian Authorities for compliance and afterward applies to the National Bank of Egypt for the Letter of Credit in favour

The Tenderer shall propose a specific number of days for delivery, which shall start from the signing of the contract according to the timetable, article 2, of this Instruction to Tenderers. If the Tenderer provides a number of months instead of days, every month will be considered made of 30 days (commercial year). If the letter of credit, main element for the contract coming into force, is issued before 90 days from the agreed date for delivery, the event shall not affect the delivery date, which will remain as per the offer, or subsequent agreed date in the contract. If the Letter of credit is issued less than 90 days before the delivery date, or after the delivery date, the delivery shall take place within 90 days after the Contract comes in to force. By planning the delivery date, the Tenderers shall properly pay attention to the fact that the time for delivery is an important element taken into account in the scoring system. The score will be assigned according to the delivery date offered starting from the date in which the contract is signed by the parties. The delivery within the above-mentioned terms with reference to the contract effectiveness is a mandatory element not scored. Any declaration from the Tenderer attesting the delivery after a longer period from the contract coming into force, respect the above indicated, it is null and void.

1.2 The supplies² must comply fully with the technical specifications set out in the tender dossier (Section E - technical specifications) and conform in all respects with the plans, quantities, models, samples, measurements and other instructions. The supply shall be accompanied by a minimum “lot” of spare parts and/or of consumables. Neither the unit price nor the overall price of the spare parts will figure in the evaluation of the tender³, except where the unit price or the number of parts varies substantially between the tenders received⁴. The list of spare parts must be drawn up by the Tenderer in the light of its professional experience and taking account of the places of use; it must show the unit prices of the parts, calculated based on Article 11 (below). Nevertheless, the Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

1.3 Tenderers are not authorized to tender for a variant in addition to the present.

of the same Contractor through the Italian Agent Bank. Upon conclusion of the bank and administrative procedures, the Supply Contract is meant to come into force according to the agreed terms, with the Contractor, for final delivery. Upon delivery, the Surveillance and Control Company, Viglienzzone Adriatica S.p.A., shall survey the downloaded cargo in order to assess its conformity to the bill of lading and to the cargo previously loaded in Italy. The verification procedures by Viglienzzone Adriatica S.p.A. reaches an end by issuing a Certificate of Conformity at Final Destination and of Delivery to be normally released after positive acceptance by the Consignee. However, Viglienzzone Adriatica S.p.A., after 2 weeks from delivery without acceptance by the Consignee, shall issue its Certificate on the sole basis of the positive survey results.

² Including the spare parts and/or consumables requested by the Contracting Authority.

³ The rule applies by subtracting the overall price of the “lot” of spare parts and or consumable from the total price-offer for the calculation and assignment of the score to the financial offer.

⁴ The exception to the rule applies in front of a substantial variation which is considered a difference above 5.00% of the value of such “lot” of spare parts and/or of consumables between the Tenderer who offered the maximum value and the Tenderer who offered the lowest value for the “lot” of spare parts and/or of consumables within the same Tender. The value of the “lot” is equal to its total price provided by Tenderer in his offer. The exception applies by not excluding the overall price of the spare parts and or consumables from the calculations for assigning the score to the financial offer.

2. *Timetable*

	DATE**	TIME*
Tender publication date	Notice publication's day on GURI	--
Deadline for submission of tenders	28/06/2012	13:00 (01:00 pm)
Tender opening session***	03/07/2012	11:00 (11:00 am)
Notification of award to the successful Tenderer	At most 60 days after deadline for tenders	--
Contract signature	At most 90 days after deadline for tenders	--
Commencement date	At most 90 days after deadline for tenders	--

* All times are in the time zone of the country of the Contracting Authority

** To be modified upon the publication of the Tender Notice published in not less than two Italian major Newspapers, DIPCO (MoFA website), and through Unioncamere, according to the Transmission Letter.

*** The Tenderers shall be represented by a legal representative, with power of attorney, for each public opening of the envelope: 'A', 'B' and 'C'. The opening date and the other meetings will be published on the official board in the same way the Tender Documents have been distributed.

3. *Participation*

- 3.1. Participation is open on equal terms to all legal and natural persons, which are established in a Member State of the European Union. The applicable law for the purpose of this tender is the Italian one.
- 3.2. These entities must have a statutory office, central administration or principal place of business in Italy. However, if they have only their statutory office in Italy, their activity must have an effective and continuous link with Italy implying the capability of providing services in Italy and manufacturing commodities in Italy. Tenderers must provide evidence of their status.
- 3.3. These entities must be registered at one of the Italian Chambers of Commerce within a civic boundary inside the Italian national territory. They must be duly authorized to perform the commercial activities related to the supply for which the Tenderers are submitted.
- 3.4. The Entities may be constituted in a form of Joint venture, Consortium or other legal form of company association according to the Italian Law. The rules herein contained, apply to all individual Tenderers, even if members of a joint venture or a Consortium.
- 3.5. Natural or legal persons are not entitled to participate to competitive tendering, or to be awarded contracts, if:
 - a) They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, no. 490 ("Antimafia"). Italian tenderers/offerers must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.
 - b) They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

- c) They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.
- d) They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement, which has the force of *res judicata*.
- e) They are guilty of grave professional misconduct proven by any means that the contracting authority can justify.
- f) They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.
- g) They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.
- h) They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.
- i) They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the MAE-DGCS or another contract financed with Italian funds.
- j) They are in one of the situations allowing exclusion referred to in the Ethics Clauses (article 27) in connection with the tender or contract

Tenderers must provide, joint to their applications, a sworn statement that they do not fall in any of the categories above-listed. The declaration must cover all the members of a joint venture/consortium. Tenderers who have been guilty of making false declarations will incur exclusion.

3.6 To be eligible for the participation in this tender procedure, Tenderers must provide satisfactory proof to the Contracting Authority of compliance with the necessary legal, technical and financial requirements and of their capability and adequacy of resources to carry out the contract effectively. In this regard, the Tenderers will supply the Contracting Authority with proper evidence of their eligibility according to the required legal, technical and financial qualifications and evidence of having the capacity and the means compulsory for a proper fulfilment of the Supply Contract. Therefore, all the tenders will contain the following attachments:

- a) Statement issued by an Italian Chamber of Commerce with the provision “con vigenza”– or a substitutive declaration, dated not before than 90 days from the deadline for submitting the tenders, according to the Italian law;
- b) Copy of the original documents attesting the provisions of the clause no. 3.1, 3.2, 3.3 and 3.4;
- c) List of the main references, specifying amount-date and Customer’s name, especially those concerning past performance in supply contracts, relevant to similar field, and carried out in Egypt and/or other countries in the last three years. In case of supplies carried out in favour of public administrations, such evidences shall be proved by certificates issued or marked from the same public administrations; for supplies carried out in favour of private companies, the certificates are issued by the buyer; in case of declared and motivated impediment, a sworn declaration issued by the Tenderer will be considered valid.
- d) List of the key staff in charge of the administration with their qualifications and year of experience to be involved in fulfilment of the Supply Contract;
- e) In case of subcontracting a value exceeding 10% of the tender price, a proposal concerning the conditions and modalities of the sub-contract;
- f) Reports concerning accounting and financial situation of the Tenderer (or of each part in case of joint venture, consortium etc) i.e. official profit and loss, balance sheet, cash flow and auditors’ reports of the last 3 years produced according to the Italian Law;
- g) Statement attesting the amount of the total sales turnover, regarding the last 3 business years prior to the tender. The offers submitted by firms which sales turnover is less than 500,000 euros in the last 3-year period, will not be considered eligible. In case of temporarily grouped firms, the sales turnover of the last three years of the group leader cannot be less than 300,000

euros and not less than 50,000 euros for each individual participant. The start-up companies willing to participate to the tender, will be considered qualified although not compliant with this rule, provided that they cannot demonstrate a turnover in the previous three-year period;

- h) Document issued by the Tenderer (or by the empowered representative in case of joint venture, consortium etc.) authorizing the request for references⁵;
- i) Letter of reference issued by a main Bank attesting the creditable conduct of the Tenderer;
- j) Statement regarding any information about any legal proceedings or disputes involving the Tenderer at the present time: such information will be limited to the questions directly concerned with the award or the realization of the Supply Contract.
- k) UNI EN ISO 9001/2000 quality certifications in the specific sector of the commodities to be provided and concerning the Manufacturer, in case the Tenderer is not the manufacturer.
- l) Documentation suitable to evidence the regular fulfilment of PAYE and Payroll obligations; it is acceptable also a declaration issued under the Italian law no. 15 dated 4th of January 1968.

All Italian certification documents should be translated in English⁶ by a certified translator and included in the bid documents, as requested in the following Art. 9.

4. Origin of the commodities to be provided

The commodities must be manufactured in Italy. The Tenderers, under their own responsibility, shall declare the Italian origin of the offered commodities endorsed by a Certificate of Origin issued by the proper Italian Chamber of Commerce. In case of complex supplies or compound lots of complementary good, in which are included some items or components not produced in Italy but which are deemed necessary for the overall supply, upon motivated request of the Contracting Authority, the Ministry of Foreign Affairs of Italy, M.A.E. – D.G.C.S., may approve the supply of commodities not produced in Italy for a total value not exceeding the 15% (fifteen percent) of the related contract's amount. In such case, the Tenderer shall attach a Declaration attesting that the components of non-Italian origin are deemed necessary for the overall supply motivating such statement with solid evidences. It is important to highlight the fact that the above-mentioned rule applies to the situation in which the offered commodities are a complex of complementary goods and not when the offer refers to single and identifiable items, although made by many components, ingredients or materials.⁷

The assumption of Italian origin of goods comes from the Italian law no. 115 dated 17th of March 1995 which has been issued after the Council Directive "General Product Safety 92/59/EEC, and the Council Regulation "Establishing the Community Customs Code" 2913/92/EEC. According to the provisions of such regulations, the good shall be declared of Italian origin when they are entirely produced in Italy or they are assembled with components entirely produced in Italy. In case one or more manufacturers, proceeding from other Countries other than Italy, provided a contribution in the manufactory, the goods shall be considered of Italian origin only if the last manufactory process has taken place in Italy with the result of creating a new final product.

⁵ The Tenderer shall provide a document to authorize the Contracting Authority to verify the references provided by the same Tenderer and investigate on the declarations of the Tenderer, for the sole purpose of verifying the statement and references provided by the Tenderer.

⁶ The offers, all correspondence and documents related to the tender exchanged by the Tenderer and the Contracting Authority, must be written in the language of the procedure which is English. All Italian statements, and other documents, shall be translated into English by a certified translator and included in the bid documents. Alternatively to the certified translator, a sworn translation into English language by the company's legal representative shall be attached, in order to facilitate the evaluation of the documents. In case of complex documents, can be translated only the relevant parts, properly highlighting in the original document the translated elements, saving the right of the Contracting Authority to investigate on the validity of the document, on the translation and in case, to ask a subsequent certified translation. A certified translation can be obtained later in Egypt through the certified translators registered at the Consular Section of the Embassy of Italy in Cairo, in case it is requested.

⁷ In case of single manufactured items (not a complex lot of assembled components), the eligibility analysis shall be based on the examination of the final result of the manufacturing process to identify if the obtained product is either of Italian origin or not, and not to the components used to manufacture them.

In the circumstance, the commodities are manufactured in Italy, although with the contribution of another Country for the production of one or more specific components, and the manufactory process is meant to create a new final product, the offer shall be considered eligible. However, it is also a priority to import commodities to be perceived as made in Italy and able to promote the Italian manufactory, in accordance to the Italian-Egyptian Executive Agreement. In this regard, the brand, logo and icon of the manufacturing company affixed on the Commodities, present high relevance to this Tender and they shall be able to communicate the manufactory as made in Italy.

5. *Type of contract*

Price per single unit with itemized expenditure.

6. *Currency*

Tenders must be presented in **EURO**.

7. *Lots*

The tender is normally a unique lot, unless the commodities' features request a partition in more than one lot. Tenderers shall submit their proposal for all items (supplies and services) included in the Tender Dossier.

8. *Period of validity*

- 8.1. Tenderers shall be bound by their tenders for a period of **120 days** from the deadline for the submission of tenders.
- 8.2. In exceptional circumstances and prior to the expiry of the original tender validity period, the Contracting Authority may ask Tenderers for an extension of this period of 60 days. Tenderers agreeing to the request shall not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantee for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3. The successful Tenderer shall remain bound by its tender for a further period of 60 days following receipt of the notification of its selection.

9. *Language of offers*

The offers, all correspondence and documents related to the tender exchanged by the Tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in English, a sworn translation into English language must be attached, in order to facilitate the evaluation of the documents.

10. Submission of tenders

Tenders must be received before the deadline indicated in the timetable (article 2 of the Instructions to Tenderers) local time of the Contracting Authority.

They must include all the documents specified in these Instructions and they shall be submitted to the following addressee and address:

**GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT
MINISTRY OF PLANNING AND INTERNATIONAL COOPERATION
8, Adly Street, 9th floor, Cairo, Egypt**

To the Attention of the Person in Charge
Italian-Egyptian Commodity Aid Programme - Lot n. PS/38/02/12

and the envelope shall contain the following specification in bold and highly visible font:

DO NOT OPEN UNTIL
THE FIRST EVALUATION COMMITTEE MEETING

All tenders must be received by international registered letter with acknowledgement of receipt⁸ or hand-delivered against signed receipt by the protocol Officer of the Ministry of Planning and International Cooperation in Cairo. The legitimate receipt, in order to be valid as tender evidence, shall contain the name and address of the Sender, the name and address of the Receiver, the references of the Tender (number of Lot, type of commodities and name of the beneficiary), the date, the time, the protocol number and the readable signature of the receiver.

Tenders shall comply with the following conditions:

10.1 All tenders must be submitted in **one original**, marked “original”, and **2 copies** signed in the same way as the original and marked “copy”. Which means that each bundle, coming from the Tenderers, shall contain three envelopes marked as per subsequent article 10.2 and each envelope (marked A, B, and C) shall contain three envelopes inside (1 Original and two copies).

10.2 All tenders, including annexes and all supporting documents, must be submitted in three separated sealed envelopes, *signed and stamped on the closing strips and sealed with adhesive band*, named:

Envelope A: Administrative Compliance
Envelope B: Technical Offer
Envelope C: Financial Offer

Due to the need of delivery a copy of the offers to the Evaluation Committee, a copy to the Embassy of Italy and a Copy to the Contracting Authority, every envelope must be provided in three copies.

- The Envelope A must contain inside three envelopes marked as follows: 1. A-ORIGINAL, 2. A-COPY, 3. A-COPY;
- The Envelope B must contain inside three envelopes marked as follows: 1. B-ORIGINAL, 2. B-COPY, 3. B-COPY;
- The Envelope C must contain inside three envelopes marked as follows: 1. C-ORIGINAL, 2. C-COPY, 3. C-COPY.

⁸ Even if allowed by the Italian Law in force, **it is strongly recommended NOT to send the Tender documents by mail**, but to hand-deliver them in order to avoid the opening of the envelopes during the shipment for whatever reason (Custom control, Police check, Unpredictable event, etc.), being excluded from Tender any offer which arrives not sealed.

The Contracting Authority, due to the need of avoiding loss of documents or damaging the printed sheets, shall not take the responsibility to photocopy the received documents after opening the tenders. Any tender submitted without providing the requested copies will be excluded without appeal.

These three envelopes shall be submitted in a single main envelope/package, sealed with adhesive band, stamped, and signed on the closing strips, bearing only:

- a) the above mentioned address;
- b) the reference code of this tender procedure;
- c) the sentence, in a form equal or equivalent to a 16 Arial capital letter bold font: “Not to be opened before the tender opening session”;
- d) the name of the Tenderer

After submitting the tenders to the Ministry of Planning and International Cooperation of the Egyptian Government, any sort of correspondence between the Tenderers and the Contracting Authority shall take place by contacting directly the Ministry of Planning and International Cooperation at the following address:

GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT
MINISTRY OF PLANNING AND INTERNATIONAL CO-OPERATION
8, Adly Street – Cairo, EGYPT

11. Content of tenders

All tenders submitted shall comply with the requirements in the tender dossier and comprise:

11.1 The Administrative Compliance (Envelope A) consisting of:

- A Tender presentation with included a Tender Guarantee (see Annex V *Tender Guarantee*);
- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorized to do so;
- Full details of the bank account into which payments should be made;
- A duly signed self-declaration statement, stating that the Tenderer is not in any of the situation listed in **Article 3.5** of the Instructions to Tenderers and any other declaration needed to fulfil the provisions of the Articles 3.1, 3.2, 3.3 and 3.4⁹;
- Experience and Capacity of the Company:
 - The “Tender Submission Form”, duly completed, which includes the tenderer’s declaration, Annex VII - 7, (from each member if a consortium)
 - Copy of the last three years balances duly certificated.

⁹ The Tenderer shall provide evidence, in the proper form requested by the applicable law, about the following requirements: (3.1.) To be legal or natural persons, established or resident in a Member State of the European Union (a Copy of the Chamber of Commerce Certificate and copy of the VAT registration number certificate of the company are able to provide such information); (3.2.) To have a statutory office, central administration, principal place of business in Italy (a copy of the officially registered company statute, jointly with the documents in point 3.1, are able to provide such information) or alternatively an effective and continuous link with Italy implying the capability of providing services in Italy and manufacturing commodities in Italy (a sworn statement by the company’s legal representative, along with a copy of relevant sales documents, expenses’ documents, property certificates and others, shall be able to provide such information); (3.3.) To be registered at one of the Italian Chambers of Commerce within a civic boundary inside the Italian national territory, with authorization to perform the commercial activities related to the supply for which the Tenderers are submitted (the documents requested in point 3.1. along with any needed commercial authorization to perform the specific commercial activity, shall be able to provide such information); (3.4.) To be an entity constituted, if the case, in a form of Joint venture, Consortium or other legal form of company association according to the Italian Law (a copy of the official and registered Consortium or Joint Venture agreement, or agreement to other forms of company association, shall be able to provide such information).

- A certificate declaring the number of assistance centres available in the Country, the Availability of spare parts in the Country and the Intervention Time of the Company (see point XXXIII part C);
- A certificate declaring the delivery date, expressed in a number of days starting from signing the contract;
- A certificate of registration in the Chamber of Commerce;
- A certificate of registration in the Chamber of Commerce complete of the “*antimafia*” declaration or of an equivalent certificate;
- Copies of original documents proving the legal constitution and/or juridical status and establishing the place of registration and/or the corporate headquarters or registered office and, if they are not the same, the location of the headquarters of the company, firm or ordinary partnership, or of the various parts that form the Tenderer, in the case of a temporary association;
- In the case of temporary associations of firms, a special joint-agency contract for these tenders, with proxies to one of them appointed group leader, who will be jointly responsible with the other participants in the group to the Administration. The firms temporarily associated, being awarded for the tender proposed, shall provide the legal documents certifying the association of the firms;
- Any stakeholder may, where appropriate and for a particular contract, rely on the economic, financial, professional or technical capacities of other entities, regardless of the legal nature of the link with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary, by producing an undertaking by those entities to that effect. Under the same conditions, a group of economic operators may rely on the capacities of participants in the group or of other entities;

The payment of the Tender Participation Tax (CIG) is not requested since the Contracting Authority is the Government of the Arab Republic of Egypt, a sovereign foreign Authority not under the Italian law.

11.2 A Technical Offer (Envelope B) consisting of:

- i. A Company profile description, including the organization and the structure that will be entrusted to provide installation, training and after-sales technical assistance services in Egypt;
- ii. The following documents:
 - For each supplied equipment, Tenderer shall supply the corresponding qualitative and quantitative description in clear and complete form;
 - If the Tenderer should supply goods manufactured by others, the Tenderer shall submit an authorization given by the Manufacturer to sell his products in Egypt and the relevant Quality Control Certificate ISO 9001;
 - The Tender shall contain all the documentations requested in the Technical Specifications;
 - In the Tender shall be indicated any deviation to the Technical Specifications. These deviations shall be defined in a proper schedule with indicated the different paragraphs to whom the above mentioned Technical Specifications refers;
- iii. Statement by the Tenderer testing the origin of the supplies tendered.
- iv. Each other documents and information requested in this Tender Documents and/or any documentation that the Tenderer considers important. The Tenders shall be submitted following the order above indicated.
- v. Copy of the entire Tender dossier (Annexes included) duly signed in each page for acceptance.

11.3 A Financial Offer (Envelope C) must include:

The itemized Price List. ‘Price form’, (Annex II) attached to Part E: Technical Specifications of this tender, shall be filled.

The after-tax Upset Price, (net of all duties and taxes, including VAT) shall be downward in relation to the total amount of the supply fixed on:

Total Amount: Euro 1,500,000.00 (one million five hundred thousand euros)

The tender offer shall not be higher than the Upset Price and shall be calculated considering that the quantity of commodities tendered, their elements and/or components, may be proposed, in the Technical Specifications, with no upset number. Tenders out breaking the abovementioned rules will not be accepted.

12. Pricing

12.1 Tenderers shall be deemed to have satisfied themselves, before submitting their tenders, as to their correctness and sufficiency, to have taken into account all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices. Tenderers must quote unit and overall prices for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.

12.2 Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.

12.3 The prices for the contract are fixed and not subject to revision, they include all the supplies (i.e. labour force, vehicles, equipments etc.) with all the accessory charges, even if not specifically mentioned in the Contract, necessary to complete the activities in terms of both quality and quantity.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. The Contracting Authority has no obligation to provide clarifications or additional information and its silence does not represent a positive or negative answer nor an answer of any sort. Not under any circumstances, the silence of the Contracting Authority, regarding a request of clarification, may represent a rightful element on which basis the Tenderers can claim any sort of prejudice, if such clarification has not been made available for anybody. However, the Contracting Authority, in order to facilitate the tendering of the commodities, undertakes the duty of receiving and analyzing requests of clarifications from the Tenderers.

If the Contracting Authority, either on its own initiative or in response to a request from a prospective Tenderer, provides additional information on the tender dossier, it shall make available such information in a writing form to all the other prospective Tenderers at the same time by using adequate ways of communication. If a website will be made available, or a change in an existing main web address takes place, during a tender, for the purpose of providing the above-mentioned information, the Contracting Authority shall communicate it to all the Tenderers in paper-based written form.

Tenderers may submit request of clarification in writing before the deadline for submission of tenders, specifying the **publication reference and the contract title. The requests shall arrive to the Contracting Authority no later than 30 days before the Tender closing date. The requests shall be submitted** to the following recipient **specifying the Tender no. PS/38/02/12:**

**To the Attention of the Person in Charge
Embassy of Italy, Cooperation Office
Italian - Egyptian Commodity Aid Programme
Programme Support Unit**

The request shall be sent by post to the address: 1081, Corniche el Nile, 4th floor – Garden City, Cairo, or by fax to the no.: +20 2 27956904.

The requests arrived in a different form respect the above-mentioned one, or if they arrive after 30 days before the Tender closing date, will not be considered.

Any prospective Tenderer seeking to arrange individual meetings with the representative of the Contracting Authority or of the Government of Italian Republic, during the tender period, may incur in exclusion from the tender procedure.

14. Clarification meeting / site visit

No clarification meeting / site visit is foreseen.

15. Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10. No tender may be altered after this deadline. Withdrawals shall be unconditional and shall end all participation in the tender procedure.
- 15.2 Any notifications of alteration or withdrawal shall be prepared and submitted in accordance with the Tender Instructions contained in this document. The outer envelope must be marked (other than with the other indications according to the provisions in Article 10) with the word 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs for preparing tenders

No costs incurred by the Tenderer in preparing and submitting the tender shall be reimbursable. All incurred by the Tenderer in preparing and submitting the tender shall be borne by the Tenderer.

17. Ownership of tenders

The Contracting Authority retains ownership in all tenders received under this tender procedure. Consequently, Tenderers have no right to have their tenders returned to them.

18. Joint venture or Consortium

- 18.1 If a Tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing the presence of a single contract; each person must sign the tender and they will be jointly, and severally, bounded for the tender and any resulting contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notary-act or deed shall be submitted to the Contracting Authority in accordance with Articles 10 and 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the Tenderer.

19. Opening of the tenders

Tenders shall be opened, at the Ministry of Planning and International Cooperation premises, in public session by the Committee appointed for the purpose by the Contracting Authority, according to timing indicated in the timetable (paragraph 2 of the Instructions to Tenderers) local time of the Contracting Authority.

Only the tenders lying inside the bundle, which have been received within the fixed expiry term, will be taken into consideration. On receiving the tenders, the bundle will be registered according to the order of arrival in the relevant register. Registration number, date and time of arrival will be shown on the bundle. The bundle will remain sealed and will be kept in a safe place until opening session.

During the public opening of the Tenders, the Committee, after verification that the bundles are in conformity to the above **Article 10**, will proceed to the opening of the bundles reading the Tenderer's name and drawing up the tender opening report.

For all the tenders will be performed the following procedure:

- a)* Verification of existence of 3 (three) different separate and sealed envelopes, inside of the bundle, named: "Envelope A: Administrative Compliance"; "Envelope B: Technical offer"; "Envelope C: Financial offer";
- b)* Opening of the Envelope A: Administrative Compliance", verification of the existence of the required documents and evaluation;
 - Verification of the number, issuing date, amount, validity terms and issuing Bank of the **Tender Guarantee**.

Only for the tenders, which Administrative Compliance is deemed applicable, will be opened the 'Envelope B: Technical offer'

- c)* Opening of the envelopes containing the "Technical Offer", verification of the existence of the required documents and evaluation;
 - Booking of the tender alteration or withdrawal notices
 - Booking of any other detail, that the Committee deems necessary, to announce in the tender opening section.

Only for the tenders, which Technical Offers are deemed eligible, will be opened the 'Envelope C: Financial offer'

The Committee, through the Contracting Authority will inform, in written form, all Tenderers about the public opening date of the envelopes containing the "Financial Offer". Only the qualified Tenderers will be contacted. During the meeting it will be recorded the Offer's price of each qualified Tenderer.

After the opening of the tenders, no information concerning examination, specification, evaluation and comparison of the tenders, as well as no recommendation for the award of the Supply Contract will be provided to the Tenderers or to any other person not officially involved in this procedure.

Any attempt by any of the Tenderers to affect the Committee in the procedure of examination, specification, evaluation and comparison of the tenders and in the decisions concerning the identification of the most suitable tenders will cause the rejection of his tender.

If a tender does not comply with the tender dossier, the Committee will reject it and it cannot be made suitable any more by any sort of amendment.

20. Evaluation of the Tenders

20.1. The Committee will carry out:

- The evaluation concerning the complying of the tenders in regard of the general requirement for qualification and eligibility criteria;
- the analysis and evaluation of the technical documentation in order to assess its wide correspondence with the technical specifications;
- the analysis of the financial proposal and its evaluation in comparison with the other tenders;
- the provisional awarding.

For the above-mentioned activities, the Committee will draw up the relevant minutes of meeting signed by all members.

20.2 The criteria for the technical and financial evaluation, to be carried out by the Committee, are detailed in the Tender's Special Conditions.

In order to proceed examining, evaluating and comparing the tenders, the Contracting Authority shall be able to request the Tenderers for additional information concerning their offers, including splitting the prices per unit. The requests and the answer will be in written form and may take place by any means as described in the Article 13. The alteration of the tender price, technical details of the offer or the content of other information provided, will not be allowed. It cannot be requested or offered, with the only exception of alterations needed to confirm an amendment coming from a miscalculation found out by the Committee during the evaluation of the tenders, in compliance with Article 20.7.

20.3. Before analyzing in details the tenders, and evaluating them, the Committee will verify the conformity of each one of them with the provisions of the tender dossier.

20.4. According to the present article, a suitable tender means an offer that complies with all the terms, conditions and instructions provided by the tender dossier, without any considerable deviation or reserve. A "considerable deviation or reserve" means any discrepancy, alternative, condition or variable able to affect the significance, the quality or the execution of the Supply Contract, in a substantial way and which does not comply with the tender dossier. Or on equal event which, limits the Purchaser's rights or the Tenderer's obligations according to the Supply Contract or causes unfair prejudice to the position in the competition of the Tenderers who have submitted suitable tenders.

20.5. The tenders, which have been considered suitable, will be evaluated from a technical point of view to verify their conformity to the Tender dossier and then they will be classified in a list based on their relevant technical qualities. The Special Conditions represent the detailed criteria to be followed for technical evaluation.

20.6. After the technical evaluation, the tenders, which have eligible according to Article 20.5, will be admitted to the financial evaluation phase. The currency for comparison between the tenders will be the Euro.

20.7. The tenders, considered the most convenient, which conformity has been confirmed, will be also verified in order to find out any sort of mistake in calculations and additions. The Committee will amend miscalculations as follows:

- a) If there is a difference between the amounts in figures and the ones in words, the last ones will be considered valid;
- b) If there is a difference between the unit price and the total amount resulting from the multiplying of this price by the quantity, the unit price shown will be considered valid, except if, in the Committee's opinion, there is an evident mistake in the unit price. In this

case, the total amount shown will be considered valid and the Committee will amend the unit price.

- 20.8. Any tender amount amended by the Committee according to Article 20.7 shall be considered binding for the Tenderer. If the Tenderer does not accept the amended tender amount, his tender will be rejected.
- 20.9. The Italian Expert will be present as an **adviser** at the examination and the award of the tenders will be carried out by the Contracting Authority.
- 20.10. The evaluation procedure will be put on record and the record will be duly signed by the Contracting Authority and by the Italian Expert. A copy of this record and the letters concerning the Supply Contract will be transmitted to MAE-DGCS.
- 20.11. The Tenderer, which deem himself damaged because of a mistake or any irregularity occurred during the evaluation procedure or the supply's award, shall submit the claim directly to the Contracting Authority (The Person in Charge at the Ministry of Planning and International Cooperation of the Arab Republic of Egypt).

The Contracting Authority has 60 days to reply, starting from the receiving date of the complaint after such time elapses, without answer, the claim shall be considered rejected.

20.12 Awarding criteria

The awarding criterion will be the price, the quality, the timing for shipment, the quality of post-sale assistance service and local spare availability. The contract will be awarded to the best tender according to the assigned score.

The Contracting Authority should award the tender comparing at least 3 (three) firms, provided that the number of bids truly received allows it.

20.13 Alterations

The contract may only be modified in the following cases:

- a) modifications of applicable laws and regulations;
- b) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications may only ameliorate the quality of the performance, without increasing the contract total amount and without affecting the quality of other goods inside the Supply;
- c) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
- d) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
- e) modifications, which, in the interest of the Contracting Authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to overt reasons, unforeseeable when the contract was made;
- f) contractors cannot refuse the above-mentioned modifications and the Contracting Authority has the right to be such modifications executed at the same contractual conditions;

- g) contractors shall execute any non-substantial modification that the Contracting Authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

21. Scoring system

The “Contracting Authority”, assisted by the Italian Expert and based on the administrative, technical and economical evaluation report done by the Evaluation Committee concerning the supplies of this tender, will confirm the selection of the Tenderer to whom the supply contract will be awarded. Range of scoring points, which can be assigned for awarding the Tender (in percentage):

Price:	0 - 40
Quality:	0 - 40
Timing for shipment and delivery:	0 - 15
Quality of post-sale assistance service and local spare parts availability:	0 - 5

21.1 Price: A maximum of **40 points** will be assigned to the offer/offers with the lowest price per unit calculated by dividing the total price of the offer by the offered units (according to article 1.2 of Part-A Instructions to Tenderers), the other offer/offers will be scored proportionally. The units will be calculated according to the following weights:

Serial No.	Units (each single item weights the number in the “weights” column)	Weights
1.	Thermometer	0.05
2.	Hygrometer	0.32
3.	Carbon Oxide meter	0.61
4.	Pyrometers - wall temperature meter	0.28
5.	Acquisition unit	4.04
6.	Extensometer	0.28
7.	Clinometer	0.36
8.	Strong Motion	4.05
9.	Removable Geoelectric system	12.90
10.	Fixed Earth Resistivity Meter	9.24
11.	Piezometric cells	5.65
12.	GPRS Transmission system with related software & hardware	16.56
13.	SUSI Portable instrumentation	3.69
14.	Software for graphic analysis and reassemble of high definition pictures	0.56
15.	Digital camera with one calibrated lens of 20 mm	0.73
16.	Portable Computer -laptop-	0.56
17.	Digital total station for ground monitoring and data acquisition	7.32
18.	Low-pressure table w/humidifier chamber	2.44
19.	Modular air-conditioned cell	3.31
20.	Laser equipment	12.90
21.	Portable μ -XRF Spectrometer	13.94
22.	Humidity and Temperature monitor	0.21

21.2 Quality: A maximum of **40 points**¹⁰ shall be distributed according to the technical scoring tables which follow, a maximum of 40 scoring points may be assigned per offer.

Technical Scoring Tables:

Acquisition unit	points:	3	SCORE
The Acquisition Unit shall have a memory unit for at least 5000 measurements, up to 8000 measurements. 3 scoring points will be assigned to the offer/offers with the highest no. of measurements allowed by the memory, the other offers will be scored proportionally.			3

Extensometer	points:	1	SCORE
The Extensometer shall be a vibrating wire extensometer, spring model, range 10mm, with an accuracy of minimum 0,2% f.r. The offer/offers including an extensometer with the best accuracy percentage, will be scored 1. The other offer/offers exceeding the minimum requirement will be scored 0.5. The offer/s with accuracy equal to the sole minimum requirement will be scored 0 (zero).			1

Strong Motion	points:	1.5	SCORE
The strong motion shall have a full scale ± 2 g, while 0.5, 1, 3, 4 g is considered optional. The offers with a strong motion complete of the desired optional, will be scored 1.5, while other offers will be scored 0 (zero)			1.5

Geoelectric system and multielectrode 32 channels	points:	4.5	SCORE
The system shall be composed by an acquisition unit 32 channels for the measurement of the resistivity of the ground with multi-electrode of four-pole techniques, expandable by external box, from 16 up to a maximum of 256 electrodes, connectable as a series. The offer/offers with the highest number of electrodes will be scored 1 the other offers/offer will be scored 0 (zero).			1
The system shall be a modular combined, very compact and versatile equipment for 24-channel/24-bit active and passive seismic PROSPECTIVES, and geoelectrical PROSPECTIVES, the offer/offers with a multi-electrode electrical tomography system will be scored 1.5 the other offers/offer will be scored 0 (zero).			1.5
The fix earth resistivity meter may be provided with an external power unit as optional. The offer/offers with the desired optional will be scored 2, the other offers/offer will be scored 0 (zero)			2

Piezometric cells	points:	20	SCORE
The piezometric cells shall be of vibrating wire model, range 0-30 Kg/scm and accuracy 0,2%. The offer/offers with the best accuracy percentage, will be scored 8, the other/s with a better accuracy respect the minimum requirement will be scored 4, the offer/offers with accuracy as per minimum requirement will be scored zero.			8
The instrument shall be provided completed with a filter, porosity 30 micron. The offer/offers with the instrument presenting a filter with the best quality in terms of microns within the porosity features given, will be scored 4, the other offer/offers will be scored zero.			4
The piezometric cells shall have a sensor sensitivity of minimum 0.03%, The offer/offers proposing the best quality for sensitivity, in terms of percentage, will be scored 8, the other/s with a better sensor sensitivity respect the minimum requirement will be scored 4, the offer/offers with sensitivity as per minimum requirement will be scored zero.			8

10 If needed, a decimal number will be rounded to the nearest hundredths digit. The hundredths digit is the second digit after the decimal point. To round at the hundredths digit, the thousandths digit shall be examined. The thousandths digit is the third digit after the decimal point. When the thousandths digit ends in 0, 1, 2, 3, or 4, the hundredths digit is rounded down. When the thousandths digit ends in 5, 6, 7, 8, or 9, the hundredths digit is rounded up. Therefore, 71.985 rounded to the nearest hundredths digit is 71.99 and 71.984 rounded to the nearest hundredths digit is 71.98. The total score shall be the sum of the score per item.

GPRS Transmission system with SW & HW	points:	1.5	SCORE
The GPRS transmission data acquisition units shall be provided with related software for the management of the system via Internet, including the needed server hardware. The offer/offers proposing a unit with the highest number of digital precision channels will be scored 1, the other offer/offers will be scored proportionally.			1
The GPRS transmission data acquisition units shall be provided with related software for the management of the system via Internet, including the needed server hardware. The offer/offers proposing a unit with digital input/output supporting data upload on schedule, and on triggering by alarm and on manual input, will be scored 0.5, the other offer/offers will be scored zero.			0.5

Portable instrument for meas. Salinity and Humidity	points:	1.5	SCORE
The unit shall be of the latest technology and able to measure both the humidity on the walls and the degree of salinity. The offer/offers proposing an instrument with the highest degree of accuracy, in percentage, based on automatic temperature adjustment, for measuring the degree of salinity will be scored 0.5, the other offer/offers will be scored zero.			0.5
The unit shall be of the latest technology and able to measure both the humidity on the walls and the degree of salinity. The offer/offers proposing an instrument with the highest degree of accuracy, in percentage, based on automatic temperature adjustment, for measuring the Humidity will be scored 0.5, the other offer/offers will be scored zero.			0.5
The unit shall be of the latest technology and able to measure both the humidity on the walls and the degree of salinity. Any offer/offers proposing an instrument able to measure, other than humidity and salinity, at least other two elements, will be scored 0.5, the other offer/offers will be scored zero.			0.5

Digital total station - ground monitor. & data acquis.	points:	2	SCORE
The minimum required accuracy for the Distance measurement with Reflector is equal to standard deviation ISO 17123-4. Any offer/offers proposing a total station with a superior accuracy in respect of the standard given, will be scored 1, the other offer/offers will be scored zero.			1
The minimum required Magnification for the Telescope is 28 x. Any offer/offers proposing a total station with a superior telescope, based on the standard magnification given, will be scored 1, the other offer/offers will be scored zero.			1

Laser equipment	points:	3.5	SCORE
The laser shall have a wavelength of 1064 nm as minimum requirement. Any offer/offers proposing a laser with a superior wavelength, in respect of the minimum requirement given, will be scored 1.5, the other offer/offers will be scored proportionally, and 0 zero to the offer/s proposing wavelength of 1064 nm.			1.5
The laser shall have 1 wavelength as minimum requirement. A double, or more wavelength, is desirable. Any offer/s proposing a laser with multi selectable wavelengths, will be scored 1, the other offer/s will be scored 0 (zero).			1
The laser may be offered with optic fiber, as minimum requirement for the type of beam delivery. Any offer/offers proposing a laser with mirrors as type of beam delivery, will be scored 1, the other offer/offers will be scored 0 (zero).			1

Portable μ-XRF Spectrometer	points:	1.5	SCORE
The Portable μ -XRF Spectrometer shall have, as minimum requirement, a detector with energy resolution equal to 130 eV for Mn-K α line. The offer/offers proposing a Spectrometer with the best resolution, based on the given parameters, will be scored 0.5, the other offer/offers will be scored 0 (zero).			0.5

The Portable μ -XRF Spectrometer shall have, as minimum requirement, a measuring head with a Colour CCD camera. The offer/offers proposing a camera with the best resolution, in pixel according to standard measuring system, will be scored 0.5, the other offer/offers will be scored 0 (zero).	0.5
The Portable μ -XRF Spectrometer shall have, as minimum requirement, a measuring head with a Colour CCD camera, with relevant magnification feature. The offer/offers proposing a camera with the best magnification performance, based on the standard measuring system, will be scored 0.5, the other offer/offers will be scored 0 (zero).	0.5

21.3 Time of Delivery: maximum 15 points at the offer with the shortest time of delivery; proportionally to the others, as per time¹¹. The score will be assigned according to the delivery date offered starting from the date in which the contract is signed by the parties. The delivery within the terms referred to the contract effectiveness is a mandatory element and not scored. Any declaration from the Tenderer attesting the delivery after a longer period from the contract coming into force, respect what is mentioned in the Instructions to Tenderers, it is null and void and the Tenderer shall deliver within the requested time from the contract coming into force. Any declaration from the Tenderer attesting the delivery after a longer period from the contract signing, respect what is requested in the Instructions to Tenderers, shall not invalidate the offer. However, the Contracting Authority will score the offer considering as delivery date the last available date according to Instruction to the Tenderers (lowest score in case of shortest time of delivery offered by other Tenderers).

21.4 Quality of post sale assistance and service, and local spare parts' availability: maximum 5 points subdivided as follow:

- Number of assistance centres:
 - o In case of 1 assistance centre, 2 points will be assigned. The assistance centre shall be operative in the Country for at least the last 5 years and have already a professional relationship with the Tenderer at least from the last 2 years. Evidences shall be provided through a self-declaration by the Tenderer and the local assistance centre specifying the past activities of the local assistance centre and co-work with the Tenderer. In case of failure to provide such evidences the score shall not be assigned;
 - o If more, 1 point for every extra assistance centre within the limits of the maximum available points according to the above mentioned rule;
- Availability of spare parts in Egypt within 48 hr, 1 point. With the declaration to be able to provide spare parts within 48 hours, in case of failure, the Tenderer accepts the responsibility for the extra costs the Consignee shall encounter to acquire spare parts from other sources at higher prices respect the price lists offered by the Tenderer;
- Intervention time of the Company within 24 hr, 2 point. With the declaration of intervention within 24 hours, in case of failure, the Tenderer accepts the responsibility for the extra costs the Consignee shall encounter to receive the needed intervention from another supplier.

22. Award notice

22.1 Before the expiry of the tender validity period, the Contracting Authority shall notify the Tenderer in written, that its tender resulted to be the most qualified and the chosen one for providing the commodities.

¹¹ Example. Offer A: delivery after 225 days from signing of the Supply Contract; Offer B: delivery after 180 days from signing of the Supply Contract; Offer C: delivery after 150 days from signing of the Supply Contract. Offer C obtains 15 scoring points, offer A obtains $(15/225 \times 150)$ 10.00 scoring points and offer B obtains $(15/180 \times 150)$ 12.5 scoring points.

- 22.2 Unless otherwise provided, as soon as the Tenderer has provided the Performance Guarantee according to the Article 24.2 the Contracting Authority will promptly notify the other Tenderers that their tenders haven't been successful and return their Tender Guarantee to them.
- 22.3 The Tender results will be published in the Italian Co-operation Bulletin (DIPCO).

23. *Drawing up of the supply contract*

- 23.1 After receiving the notice concerning the result of the tender by the Evaluation Committee, the Contracting Authority shall draw up the Supply Contract to be submitted to the Tenderer and the Consignee for signing. The Person in Charge has the right to sign also as Consignee.

It will contain at least:

- a) The list of the documents forming the Supply Contract, showing the order of importance of the documents;
- b) Any enclosure and derogation to the over mentioned documents, duly approved;
- c) Price of the Supply Contract;
- d) Decisions made by the Contracting Authority.

24. *Signing of the supply contract*

- 24.1 Unless otherwise provided, the Contractor (as Supplier), the Consignee and the Contracting Authority (as Purchaser), will sign the Supply Contract within 30 days from the awarding date. If the Person in Charge signs representing for both the Consignee and the Contracting Authority, it is understood that the Ministry of Planning and International Cooperation is also the Consignee. The Italian Expert will sign the Supply Contract as compliance statement in regard to the provisions contained in the agreement between Italian and the Egyptian Government.
- 24.2 The Contracting Authority will not sign the Supply Contract until the Performance Guarantee has been drawn up.
- 24.3 In case of withdrawal of the Contractor, the Contracting Authority can exercise its rights on the Tender Guarantee. Moreover, the Contracting Authority can assign the Tender to other Tenderers, according to the position of their offers in the classification or a new Tender procedure can be started.
- 24.4 The Supply Contract can be signed by all the signatories in Egypt on the same date, at Ministry of Planning and International Cooperation premises, or it can be signed in different locations by the different signatories. In this last case the order for signing the contract by the signatories is the following:
- **The Consignee**
 - **The Contracting Authority**
 - **The Contractor**
 - **The Italian Expert**

The Consignee can be the same representative of the Contracting Authority, in such circumstance only the signature of the Person in Charge shall be present in the Supply Contract representing both the Consignee and the Contracting Authority.

25. Signature of the supply contract and performance guarantee

- 25.1 The Contracting Authority will communicate in writing the provisional award notification to the successful Tenderer. After that, the successful Tenderer shall provide the documentary proof to show that it does not fall into the non-eligible categories listed in this Tender dossier.
- 25.2 Unless otherwise provided in the tender dossier, the successful Tenderer will provide the Performance Guarantee, and the above-mentioned documents, within 30 days after the date of receiving of the award notice received by the Contracting Authority.
- 25.3 If the Successful Tenderer fails to provide this Guarantee within 30 calendar days following the notification of the provisional award or if the successful Tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another Tenderer or cancel the tender procedure.
- 25.4 Within 60 calendar days, but not before 30 calendar days, from the final award notification, the Contracting Authority and the successful Tenderer shall sign and date the Contract. The successful Tenderer shall return the Contract with the **performance guarantee** and the delivery schedule.
- 25.5 In case the supply contract is not signed in Egypt, within 30 days from receipt of the contract, already signed by the Contracting Authority, the selected Tenderer shall sign and date the contract and return it, with the performance guarantee, to the Contracting Authority. On signing the contract, the successful Tenderer will become the Contractor and the contract will enter into force.
- 25.6 If it fails to sign and return the contract and any financial guarantee and schedule required within the due date, the Contracting Authority may consider the acceptance of the Tender to be cancelled. Such event, without prejudice to the Contracting-Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful Tenderer will have no claim whatsoever on the Contracting Authority.
- 25.7 The **performance guarantee** referred to in the General Conditions is set at 10% of the price of the contract and must be presented in the form specified in the annex to the tender dossier. It shall be released within 30 days of the date of the final acceptance by the Contracting Authority. In the circumstance the supply is awarded to a Tenderer which bid's price is lower than 90% of the upset price, the performance guarantee shall be 15% of the price of the contract.

26. Tender Guarantee

The tender guarantee referred to in Article 11 above is set at 2% (two per cent) of the Total amount of the Upset Price as indicated in article 11.3 of these Instructions to Tenderers and it must be presented in the form specified in the Annex V to the tender dossier. It shall remain valid for 90 days¹² beyond the period of validity of the tender.

¹² The Tender Guarantee shall be able to cover a period from the presentation of the offer up to the signing of the Supply Contract, and presentation of a Performance guarantee, by the successful Tenderer. Considering that the Successful Tenderer and the Contracting Authority shall sign the Supply Contract at most 90 days after the Tender closing date, the term of 90 days of validity after such closing date is the minimum time requested in principle and for this reason 90 days validity after closing date for presenting the offers, is considered as much as necessary. However Tenderers shall be bound by their tenders for a period of 120 days from the deadline for submission of tenders. In the circumstance, for any unforeseeable reason, the Supply Contract delays its signature after the above mentioned limit, or the Successful Tenderer delays providing the Performance guarantee, or the second successful Tenderer is finally chosen to sign the Supply Contract instead of the first, the Contracting Authority may request to extend the Tender guarantee up to 120 days from the deadline for the submission of tenders. If a Tenderer presents a 90-day-after-deadline guarantee validity will have a benefit in the shorter time for guarantee release, but he may have a loss in term of extension-price, if he is requested to extend the guarantee by the Contracting Authority, as all the offers shall be valid up to 120 days after dead line for tenders' presentation. The Annex V to

Tender guarantees provided by Tenderers who have not been selected will be released not later than 60 days after the signing of the Supply Contract. The tender guarantee of the successful Tenderer shall be released on the signing of the Supply Contract, once the Performance Guarantee has been submitted.

The Guarantor that provides the Tender guarantee shall commit itself, in case of successful selection of the supplier, to issue the Performance Guarantee according to the requirements of this Instruction to Tenderers. The supplier can provide a commitment letter also issued by another Guarantor, different respect the Guarantor who issued the Tender Guarantee.

27. Ethics clauses

- 27.1 Any attempt by a candidate or Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 27.2 Without the Contracting Authority's prior written authorization, a Supplier and its staff or any other company with which the Supplier is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Supplier.
- 27.3 When putting forward a candidacy or tender, the candidate or Tenderer must declare that, it is affected by no potential conflict of interest, and that it has no particular link with other Tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Supplier must immediately inform the Contracting Authority.
- 27.4 The Supplier must at all time act honourably and impartially in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.
- 27.5 For the duration of the contract, the Supplier and its staff must respect human rights and undertake not to violate the political, cultural and religious mores of the recipient state.
- 27.6 The Supplier may accept no payment connected with the contract other than that provided for therein. The Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 27.7 The Supplier and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Supplier are confidential.
- 27.8 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

Section E, is a suitable Format but the Tenderers shall evaluate the length of the guarantee, considering 90 or 120 days, paying attention to the above mentioned considerations. This guarantee, as all the others, shall be in the sole and direct favour of the Contracting Authority, the Ministry of International Cooperation of the Arab Republic of Egypt which shall be able to receive the payments without objection or legal proceedings of any kind, upon presentation of your its first written claim, stating that the Contractor has failed to perform its contractual obligations. There shall not be any intermediary bank between the parties other than the issuing bank.

- 27.9 The Supplier shall refrain from any relationship likely to compromise its independence or that of its staff. If the Supplier ceases to be independent, the Contracting Authority may, regardless any collateral cost, terminate the contract without further notice and without the Supplier having any claim of compensation.
- 27.10 The Contracting Authority reserves the right to suspend or cancel commodity aids if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 27.11 All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses, are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract: commissions not paid in return for any actual and legitimate service; commissions remitted to a tax haven; commissions paid to a recipient who is not clearly identified; commissions paid to a company which has every appearance of being a front company.
- 27.12 The Supplier undertakes to supply the Contracting Authority’s on request with supporting evidence regarding the conditions in which the contract is being executed. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 27.13 Civil servants or other officials of the public administration of the A.R. of Egypt, regardless of their administrative situation, must not be engaged as experts by the Tenderers unless the prior approval of the MAE-DGCS has been obtained.
- 27.14 Tenders will be rejected, or contracts terminated, if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract: commissions not paid in return for any actual and legitimate service; commissions remitted to a tax haven; commissions paid to a recipient who is not clearly identified; commissions paid to a company which has every appearance of being a front company.
- 27.15 Contractors found to have paid unusual commercial expenses on Projects funded by the MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.
- 27.16 For the purpose of this Tender, the Contracting Authority will ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influence.
- 27.17 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, Tenderer (or Supplier) from other contracts by the Contracting Authority and in penalties. The individual or company in question must be informed of the fact in writing.

28. Cancellation of the tender procedure

In the event of cancellation of the tender procedure¹³, Tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the Tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or *force major* render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

After cancelling a tender procedure, the Contracting Authority may decide:

- to launch a new tender procedure;
- to open negotiations with one or more Tenderers who comply with the selection criteria and have submitted technically compliant tenders, provided that the original terms of the contract have not been substantially altered;
- not to award the contract.

Whatever the case, the final decision is taken by the Contracting Authority with the agreement of the Financial Authority.

The “Contracting Authority”, represented by the Person in Charge at the Ministry of Planning and International Cooperation of the Arab Republic of Egypt, has the right to refuse any and/or all tenders, if it deems that one or more requested element are not fulfilled by the Tenderer/s, without appeal.

¹³ Under no circumstances the Contracting Authority shall be liable for any damages whatsoever claimed by any part including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even if the Contracting Authority has been advised of the possibility of damages or the tenders have been submitted under any sort of condition. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or the project announced.

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PRELIMINARY PROVISIONS

Article 1 Definitions

- 1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3 Words designating persons or parties shall include firms and companies and any organization having legal capacity.

Article 2 Law and language of the Supply Contract

- 2.1 The Special Conditions shall specify the law governing all matters not covered by the contract.
- 2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

Article 3 Order of precedence of contract documents

- 3.1 Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:
 - a) the contract agreement;
 - b) the Special Conditions with the Technical Annex;
 - c) the Contractor's tender, including annexes;
 - d) the financial tender;
 - e) the General Conditions (Section B);
 - f) [*the minutes of the information meeting/site visit*];Addenda have the order of precedence of the document they are modifying.
- 3.2 The different documents constituting the contract shall be deemed mutually explanatory; in case of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 Communications

- 4.1 Communications between the Contracting Authority and the Contractor shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and the Contractor shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.
- 4.3 Wherever the contract requires giving or issuing any "notice", "consent", "approval", "certificate" or "decision", unless otherwise specified, such "notice", "consent", "approval", "certificate" or "decision", shall be in written form, and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any of such: "consent", "approval", "certificate" or "decision" shall not be unreasonably withheld or delayed.

Article 5 Assignment

- 5.1 An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.
- 5.2 The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest therein connected, except in the following cases:
 - a) a charge, in favour of the Contractor's bankers, of any money due or to become due under the contract; or
 - b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against

any other person liable in cases where the insurers have discharged the Contractor's loss or liability.

- 5.3 For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.
- 5.4 If the Contractor has assigned his contract without authorization, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.
- 5.5 Assignees must satisfy the eligibility criteria applicable for the award of the contract.

Article 6 Subcontracting

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.
- 6.2 The Contractor shall not subcontract without the prior written authorization of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorization is withheld.
- 6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.
- 6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6 If a subcontractor has undertaken any continuing obligation, for a period exceeding the warranty period under the contract with the Contractor, and in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.
- 6.7 If the Contractor enters into a subcontract without approval, the Contracting Authority, without giving formal notice, may use its right the sanctioning for breaching the contract as provided in Article 35.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 Supply of documents

- 7.1 If necessary, within 30 days from contract signing, the Contracting Authority shall provide the Contractor, free of charge, with a copy of the drawings prepared for implementing the contract, a copy of the specifications and any other contractual document. The Contractor may purchase additional copies of these drawings, specifications and other documents, according to availability. Upon issuing the warranty certificate, or upon final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other contract documents.
- 7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Contracting Authority.
- 7.3 The Contracting Authority shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.4 The special conditions must indicate the procedure used, if necessary, by the Contracting Authority to approve drawings and other documents provided by the Contractor.

Article 8 Assistance with local regulations

- 8.1** The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or byelaws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2** If necessary, the Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.
- 8.3** If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the performance dates for the contract.
- 8.4** Subject to the provisions of the laws and regulations on foreign labour of the State in which the supplies have to be delivered, the Contracting Authority shall make every effort to help the Contractor obtaining all the visas and permits required. With reference to the personnel whose services the Contractor, and the Contracting Authority, consider necessary, and residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

- 9.1** The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 9.2** The Contractor shall comply with administrative orders given by the Contracting Authority. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, facing a contract's breach, notify the Contracting Authority thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.
- 9.3** The Contractor shall follow and respect all laws and regulations in force in the State of the Contracting Authority and shall ensure that his personnel, their dependants, and his local employees also respect and attend by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.
- 9.4** The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
- 9.5** If the Contractor is a joint venture or consortium of two or more persons, all these persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the State of the Contracting Authority. They shall also designate, on request of the Contracting Authority, one of them to act as leader, with the authority to bind the joint venture or the consortium. The parts of the joint venture, or consortium, shall not be altered without prior written consent of the Contracting Authority.

Article 10 Origin

The commodities must be manufactured in Italy. The Tenderers, under their own responsibility, shall declare the Italian origin of the offered commodities endorsed by a Certificate of Origin¹⁴ issued by the proper Italian Chamber of Commerce. In case of complex supplies, or compound lots of complementary good, in which are included items or components non-manufactured in Italy, but which are deemed necessary for the overall supply, upon motivated request of the Contracting Authority, the Ministry of Foreign Affairs of Italy, M.A.E. – D.G.C.S., may approve the supply of commodities non-manufactured in Italy for a total value not exceeding the 15% (fifteen percent) of the related contract's amount. In such case, the Tenderer shall attach a Declaration attesting that the components of non-Italian origin are deemed necessary for the overall supply, motivating such statement with solid evidences.

Article 11 Performance guarantee

- 11.1** The Contractor shall provide, within 30 days of receipt of the notification of the award of contract, the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed the provisions of article 24.7 of the Instructions to Tenderers, including any amounts stipulated in addenda to the contract.
- 11.2** The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 11.3** The performance guarantee shall be in the format given in Annex III and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or insurance and/or bonding company in accordance with the eligibility criteria applicable for the award of the contract.
- 11.4** The performance guarantee shall be denominated in EURO. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 11.5** During the performance of the contract, if the natural or legal person providing the guarantee is not able to attend by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.
- 11.6** The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand of the Contracting Authority, and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7** Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 30 days of the issue of the final acceptance certificate. Such Performance Bond shall be delivered to the Contracting Authority prior the Contract signature.

¹⁴ The assumption of Italian origin of goods comes from the Italian law no. 115 dated 17th of March 1995 which has been issued after the Council Directive "General Product Safety 92/59/EEC, and the Council Regulation "Establishing the Community Customs Code" 2913/92/EEC. According to the provisions of such regulations, the good shall be declared of Italian origin when they are entirely produced in Italy or they are assembled with components entirely produced in Italy. In case one or more manufacturers, proceeding from other Countries other than Italy, provided a contribution in the manufactory, the goods shall be considered of Italian origin only if the last manufactory process has taken place in Italy with the result of creating a new final product.

Article 12 Insurance

- 12.1** An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article XI of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.
- 12.2** Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority against any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 13 Performance programme

- 13.1** If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the Contracting Authority. The programme shall contain at least the following:
- a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
 - b) the deadlines for submission and approval of the drawings;
 - c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the Contracting Authority may reasonably require.
- 13.2** The Special Conditions shall specify the time limit within which the programme of performance must be submitted to the Contracting Authority for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Contracting Authority's approval or acceptance of the programme of performance, detailed drawings, documents and items. The approval of the programme by the Contracting Authority shall not relieve the Contractor of any of his obligations under the contract.
- 13.3** No material alteration to the programme shall be made without the approval of the Contracting Authority. If, however, the progress of the performance of the contract does not conform to the programme, the Contracting Authority may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Article 14 Contractor's drawings

- 14.1** If the Special Conditions so provide, the Contractor shall submit to the Contracting Authority for approval:
- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;
 - b) such drawings as the Contracting Authority may reasonably require for the performance of the contract.
- 14.2** If the Contracting Authority fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of performance, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3** Approved drawings, documents, samples and models shall be signed or otherwise identified by the Contracting Authority and may only be departed from on the Contracting Authority's instructions. Any of the Contractor's drawings, documents, samples or models, which the Contracting Authority fails to approve, shall immediately be modified to meet the requirements of the Contracting Authority and resubmitted by the Contractor for approval.
- 14.4** The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5** The approval of the drawings, documents, samples or models by the Contracting Authority shall not relieve the Contractor from any of his obligations under the contract.
- 14.6** The Contracting Authority, through the Control and Surveillance Company, shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.

14.7 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail that shall enable the Contracting Authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 15 Sufficiency of tender prices

15.1 Beneath any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender, as to the correctness and sufficiency of the tender. And to have taken into account everything which is required for the full and proper performance of the contract, and to have included in his rates and prices all costs related to the supplies, in particular:

- a. the costs of transport;
- b. the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
- c. the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
- d. performance and supervision of on-site assembly and/or commissioning of the delivered supplies;
- e. furnishing of tools required for assembly and/or maintenance of the delivered supplies;
- f. furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
- g. supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;
- h. training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

15.2 Since the Contractor is deemed to have determined his prices based on his own calculations, operations and estimates, he shall carry out, at no additional charge, any work that is the subject of any item in his tender, for which he indicates neither a unit price nor a lump sum.

Article 16 Tax and customs arrangements

16.1 For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

16.2 Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

Article 17 Patents and licences

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority.

COMMENCEMENT OF EXECUTION AND DELAYS

Article 18 Commencement order

18.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued.

18.2 Save where the Parties agree otherwise, performance of the contract shall begin no later than 90 days after notification of award of contract. After that date, the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Contractor shall forfeit this right unless he exercises it within 30 days of the expiry of the 90-day period.

Article 19 Period of execution of tasks

19.1 The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 20.

19.2 If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

Article 20 Extension of period of execution

20.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) extra or additional supplies ordered by the Contracting Authority;
- b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;
- c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;
- d) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- e) failure of the Contracting Authority to fulfil its obligations under the contract;
- f) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;
- g) force majeure;
- h) any other causes referred to in these General Conditions, which are not due to the Contractor's default.

20.2 Within 15 days from the moment he realizes that a delay might occur, the Contractor shall notify the Contracting Authority of his intention to make a request of extension of the contract's period to which he considers himself entitled. Except when otherwise agreed between the Contractor and the Contracting Authority, the Contractor (within 30 days) provides the Contracting Authority with comprehensive details, so that the request can be examined.

20.3 Within 30 days, the Contracting Authority shall grant, by written notice after due consultation if appropriate, the Contractor with the extension of the performance period, if needed with retroactive effect, or inform the Contractor that he is not entitled to an extension. Elapsed the above-mentioned term, the silence of the Contracting Authority shall be interpreted as denial.

Article 21 Delays in execution

21.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority shall be entitled, without formal notice and without prejudice to other remedies under the contract, and for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

21.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated based on the total contract value.

21.3 If the Contracting Authority has become entitled to claim at least 15% of the contract value, it may, after giving written notice to the Contractor:

- a) seize the performance guarantee;
 - b) terminate the contract, in which case the Contractor will have no right to compensation;
- and

- c) enter into a contract with a third party for the provision of the balance of the supplies. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

Article 22 Alterations

- 22.1** The Contracting Authority reserves the right, at the time of contracting, to alter the quantities as stated in the Special Conditions. The total value of the supplies may not rise, or fall as a result of the variation in the quantities, by more than 10% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.
- 22.2** The Contracting Authority shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.
- 22.3** No variation shall be made except by administrative order, subject to the following provisions:
 - a) if, for whatever reason, the Contracting Authority believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible;
 - b) if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.a and the confirmation is not contradicted in writing forthwith by the Contracting Authority, an administrative order shall be deemed to have been issued for the variation;
 - c) an administrative order for a variation shall not be required when increasing or decreasing the quantity of any work because the estimates in the bill of quantities or budget breakdown were too high or too low.
- 22.4** Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, Contracting Authority shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Contracting Authority a proposal containing:
 - a) a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
 - b) any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract;
 - c) any adjustment to the contract price in accordance with the rules set out in Article 22.
- 22.5** Following the receipt of the Contractor's submission referred to in Article 22.4, the Contracting Authority and, where appropriate, the Contractor, shall decide as soon as possible whether the variation should be carried out. If the Contracting Authority decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Contracting Authority in accordance with Article 22.6.
- 22.6** The prices for all variations ordered by the Contracting Authority in accordance with Articles 22.3 and 22.5 shall be ascertained in accordance with the following principles:
 - a) where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
 - b) where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Contracting Authority;
 - c) if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Contracting Authority, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Contracting Authority shall fix such rate or price as he thinks reasonable and proper in the circumstances;

- d) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.
- 22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation, and he is bounded by that order as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of time for completion or adjustment to the contract price. Where the order for a variation precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the variation and of the time expended thereon. Such records shall be open to inspection by the Control and Surveillance Company at all reasonable times.
- 22.8 Contractual variations not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority.

Article 23 Suspension

- 23.1 The Contracting Authority may instruct, by administrative order, at any time, the Contractor to suspend:
 - a) the manufacture of the supplies; or
 - b) the delivery of supplies to the place of acceptance at the time specified for delivery in the performance programme or, if no time specified, at the time appropriate for it to be delivered; or
 - c) the installation of the supplies, which have been delivered to the place of acceptance.
- 23.2 The Contractor shall protect and secure, during suspensions, the concerned supplies at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Contracting Authority. So, even if the supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Contracting Authority.
- 23.3 Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:
 - a) dealt with differently in the contract; or
 - b) necessary by reason of normal climatic conditions at the place of acceptance; or
 - c) necessary owing to some default of the Contractor; or
 - d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Contracting Authority.
- 23.4 The Contractor shall not be entitled to such additions to the contract price unless he notifies the Contracting Authority, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5 The Contracting Authority, after consultation with the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as it shall be, in the opinion of the Contracting Authority, fair and reasonable.
- 23.6 If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Contracting Authority, request to proceed with the supplies within 30 days, or terminate the contract.
- 23.7 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the Community budget.

MATERIALS AND WORKMANSHIP

Article 24 Quality of supplies

- 24.1 The commodities to be supplied shall widely match the technical specifications laid down in the “Special Conditions” and shall totally suit drawings, models, samples and other requirements stated in the Supply Contract. Such drawings, models, samples and other requirements shall be at disposal of the Control and Surveillance Company, the Purchaser or the Contracting Authority for identification and for the entire period of the Supply Contract execution.
- 24.2 The Control and Surveillance Company shall give notice to the Contractor of the date and other details of the case, for the preliminary technical Test. Such communication shall specify materials, items and samples to be tested according to the Supply Contract, the lot number and the testing place, case by case. Materials, items and samples mentioned in the aforesaid notice, shall be identified in accordance with the testing requirements before their installation.
- 24.3 In the circumstance that, after a new testing, defects, faults or imperfections are pointed out, even if successfully tested in a previous assessment, such materials or items to be supplied or to be used for manufacturing other equipment can be refused and shall be immediately replaced by the Contractor. The Contractor might be given the possibility to repair or replace the refused materials or items and, on their turn, they might be used for other supplies only in case the Control and Surveillance Company decides they have been repaired or replaced in a satisfactory way.

Article 25 Inspection and testing

- 25.1 The Contractor shall ensure that the supplies are delivered to the testing place in time, in order to allow to the Control and Surveillance Company to perform the test.
- 25.2 By means of the Control and Surveillance Company, the Contracting Authority has the right to control, examine and check periodically items, used materials and execution as well as to control the going on of planning, manufacturing or assembly of what has been planned, manufactured or assembled for delivery according to the Supply Contract. Such control aims to check whether quality and quantity of items and used materials are those required by the Supply Contract. The above-mentioned operations can be carried out at the planning, manufacturing or assembly site, or at the testing site or elsewhere provided it is stated in the Supply Contract.
- 25.3 With reference to the above-mentioned inspection and testing, the Contractor shall:
- a) Provide the Control and Surveillance Company, provisionally and free of charge, with assistance, samples or items, machines, equipment, tools, manpower, materials, drawings and manufacturing data usually required for inspection and testing;
 - b) Decide, together with the Control and Surveillance Company, date and place for testing;
 - c) Assure the Control and Surveillance Company free access to the testing site at any reasonable time.
- 25.4 In case the Control and Surveillance Company fails to attend the testing at the agreed date, the Contractor, unless different instructions, can carry out the aforesaid testing being the Control and Surveillance Company considered as present. The Control and Surveillance Company shall immediately send copies of the testing results, duly certified, to the Contracting Authority and copy to the MAE-DGCS and the Italian Expert.
- 25.5 In case items and materials get successfully through the testing mentioned in the present article, the Control and Surveillance Company shall notify it to the Contractor and shall sign the relevant certificate.

- 25.6 In case of disagreement between the Control and Surveillance Company and the Contractor concerning the testing results, each Party shall notify to the other its own opinion within 15 (fifteen) days from the disagreement admission. Either the Control and Surveillance Company or the Contractor may ask for a new testing to be carried out at the previous conditions or, at of one of the Parties' request, by an expert chosen by mutual consent. All testing reports shall be forwarded to the Contracting Authority and their results are final. The counter test's expenses are at charge of whom the counter test results were unfavourable.
- 25.7 Carrying out their tasks, the Control and Surveillance Company and the personnel entrusted with the job by the same Company shall not disclose to anybody, except for those who have the right to know them, information obtained during the inspection and testing performance and concerning manufacturing procedures and enterprise running.

PAYMENTS

Article 26 General principles

- 26.1** Payments shall be made in Euro. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions.
- 26.2** Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.
- 26.3** Sums due shall be paid within no more than 45 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.
- 26.4** The 45-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.
- 26.5** The Supplier shall have the right to receive and advance payment if desired. In such circumstance, the payments shall be made as follows:
- a) **50% of the contract price** after the signing of the contract, against provision of the performance guarantee and a security guaranteeing repayment in full of this pre-financing;
 - b) **40% of the contract price** following provisional acceptance of the supplies;
 - c) **10% of the contract price**, as payment of the balance outstanding, following final acceptance of the supplies. However, this payment of 10% may, if the Contractor so wishes, be made at the same time as the 40% instalment referred to in paragraph 26.5.b if the Contractor provides a security guaranteeing repayment of the full amount of the 10% balance. The security shall be released within 60 days of the final acceptance of the supplies.

In case the Supplier does not request an advance payment, the payments shall be made as follows respecting the provisions of the Special Conditions:

- a) **90% of the contract price** following provisional acceptance of the supplies;
- b) **10% of the contract price**, as payment of the balance outstanding, following final acceptance of the supplies. However, this payment of 10% may, if the Contractor so wishes, can be carried out at the same time as the 40% instalment referred in previous clause 26.5.b if the Contractor provides a bank guaranteeing repayment of the full amount of the 10% balance. The security shall be released within 60 days of the final acceptance of the supplies.

- 26.6** Where only part of the supplies has been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies, which have actually been accepted, and the security shall be released accordingly.
- 26.7** For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments, are subject, shall be as stated in the Special Conditions.
- 26.8** The payment obligations of the Contracting Authority under this Contract shall cease at most 18 months after the end of the period of execution of the tasks, unless the Contract is terminated in accordance with these General Conditions¹⁵.
- 26.9** Unless otherwise stipulated in the Special Conditions, contracts shall be at **fixed prices**, which shall not be revised.
- 26.10** The Contractor undertakes to repay any amount paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:
- 26.11** at the rediscount rate applied by the European Central Bank to member banks. On the first day of the month in which the time limit expired, plus three and a half percentage points. The default interest shall be incurred over the time, which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established
- Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

Article 27 Payment to third parties

- 27.1** Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.
- 27.2** Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 27.3** In the event of a legal bound attached to the properties of the Contractor, affecting the due payments under the contract, and without prejudice to the time limit laid down in the Special Conditions, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume the payments in favour of the Contractor.

¹⁵ The term "execution of the tasks" means "accomplishment of the (reciprocal) obligations" by the parties. The term of 18 months represent a maximum length guarantee for both parties that the payments cannot be delayed more than 18 months after accomplishments of the different tasks by the Contractor and the Contracting Authority. In fact the payments take place a) 50% of the contract price (only if it is requested and advance payment) after the signing of the contract, against provision of the performance guarantee and a security guaranteeing repayment in full of this pre-financing and according to contract's clauses; b) 40% (90% if the Contractor does not request an advance payment of the contract price following provisional acceptance of the supplies; c) 10% of the contract price, as payment of the balance outstanding, following final acceptance of the supplies (alternatively it may be done after provisional acceptance if the Contractor provides a security guaranteeing repayment of the full amount of the 10% balance).

All the payments take place through issuing a Letter of Credit by the National Bank of Egypt in favour of the Italian agent bank for the Contractor's bank, for the full amount of the Contract price. The Letter of Credit must be issued before shipment. After issuing the Letter of Credit the payments by the bank proceed automatically without further authorizations from the Contracting Authority and the funds of the Commodity Aid Programme are already deposited at the Italian agent bank.

Article 28 Delayed payments

- 28.1** The Contracting Authority shall pay the Contractor the sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 26 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article XXVI of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 45 days following their receipt accompanied by the requisite documents.
- 28.2** Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- a) at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
 - b) at the rate applied by the European Central Bank to its main refinancing transactions in EURO, as published in the Official Journal of the European Union, where payments are in EURO,
- on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time that elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).
- 28.3** Any default in payment of more than 90 days from the expiry of the period laid down in Article 28.1 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority

ACCEPTANCE AND MAINTENANCE

Article 29 Delivery

- 29.1** The Contractor shall deliver the supplies in conformity to the conditions specified in the Supply Contract. The Contractor shall pack the goods such as to protect them from damages or deterioration during their transport to final destination. Packaging shall be such to withstand, with no limits, rough handling, extreme temperatures, saltiness and precipitation during outdoor transport and storage. Packaging size and weight shall be suited, if necessary, to the distance of the goods' final destination and to the possible lacking of facilities for handling heavy loads during transport.
- 29.2** Packaging, marking and documents inside and outside packages shall meet the particular requirements stated in the Supply Contract, except for any modification due to new instructions of the Purchaser.
- 29.3** The Contractor is responsible for the goods' delivery to the place stated in the Supply Contract.
- 29.4** A special list filled by the Contractor shall accompany each supply. Such list shall particularly state:
- Date of delivery;
 - Reference to the Supply Contract;
 - The Contractor's name and address;
 - Goods specifications.
- 29.5** Each package shall be clearly marked with the serial number corresponding to the same number in the list mentioned in Article 29.4 and the package shall contain the list of its relevant content.
- 29.6** The delivery shall be considered completed when the relevant certificate - issued by the Control and Surveillance Company and attesting that the goods have been supplied according to the Supply Contract and the invoice(s) and all documents listed in the "Special Conditions" have been given to the Purchaser or to the Contracting Authority - is at both Parties' disposal. With reference to the goods delivered at the Purchaser's factory, he shall assume the Consignee's responsibility in the period between the goods storage and the testing.
- 29.7** Materials and goods supplied according to the Supply Contract are totally insured, in favour of the Purchaser, against losses or accidental damages due to manufacturing or acquisition, transport, storage and delivery as laid down in the "Special Conditions".

Article 30 Verification operations

- 30.1 Goods can be tested only after prescribed inspections and preliminary tests have been carried out. Inspections and tests can be carried out at the delivery place and/or at the goods' final destination.
- 30.2 During goods delivery and before they are taken over, the Control and Surveillance Company can:
- a) Within injunction terms, order the removal from the testing place of the goods that, in its opinion, are not in conformity with the Supply Contract;
 - b) Order to replace such goods with new proper equipment;
 - c) Apart from any proceeding testing or advance payment, order to undo and correctly repeat any work which is judged not in compliance with the Supply Contract as far as materials, manufacturing or engineering are concerned and for which the Contractor is responsible;
 - d) Decide that a delivered item or the materials used by the Contractor is or are not in line with the Supply Contract, or that the goods, or part of them, do not satisfy the requirements stated in the Supply Contract.
- 30.3 The Contractor shall immediately repair the indicated defects at his own charge. In case of default, the Purchaser or the Contracting Authority have the right to engage or pay other people for repairing such defects and claim back to the Contractor all the relevant expenses or deduct such expenses from the amounts due to the Contractor.
- 30.4 Goods that do not comply with the required quality are refused and can be marked with a special sign. The sign shall be such not to damage and change their commercial value. The Control and Surveillance Company shall fix a date and settle that, within that same date, the refused goods shall be removed from the testing place at the Contractor care; on the contrary, goods will be officially removed at the Contractor charge and risk. Goods manufactured with refused materials will be refused.
- 30.5 What stated in this article does not compromise the Purchaser's capacity to claim his rights according to Article 21 "Delay in Supply Contract execution" nor does it free in any way the Contractor from the warranty or from any other obligation stated in the Supply Contract.

Article 31 Provisional acceptance

- 31.1 The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, and they have satisfactorily passed the required tests, or they have been commissioned as the case may be, and when a certificate of provisional acceptance has been issued or it is deemed to have been issued.
- 31.2 The Contractor may apply, by notice to the Contracting Authority, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Contracting Authority shall within 30 days of receipt of the Contractor's application either:
- a) issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - b) reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.
- 31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Contracting Authority after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.

- 31.4** If the Contracting Authority fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 31.5 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.
- 31.5** In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.
- 31.6** Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the performance of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.
- 31.7** Goods are taken over by the Purchaser or the Contracting Authority after they have been delivered in compliance with the Supply Contract, have successfully passed the required tests, have been assembled, if the case, and a certificate of provisional testing has been issued.
- 31.8** The Contractor shall be able to ask the Contracting Authority, in writing, a certificate of provisional testing with a maximum advance of 15 (fifteen) days from the date when, according to the Contractor, the goods will be ready for provisional testing. Within 30 (thirty) days from the receipt of the Contractor's request, the Contracting Authority shall:
- a) Send to the Contractor, and copy to the Purchaser, the certificate of provisional testing, pointing out any possible reservations and the date when, in its opinion, goods were ready for provisional testing in compliance with the Supply Contract, or
 - b) Refuse the request, justifying the decision and stating what, in its opinion, the Contractor shall do for the certificate release.
- 31.9** In case unpredictable circumstances hamper the testing of goods in the period chosen for provisional or final testing, the Contracting Authority, by mutual consent, if possible, with the Contractor, writes down a report about such circumstances. The testing or the refusal certificate shall be issued within 30 (thirty) days from the date obstacles to goods testing cease to exist. The Contractor shall not refer to the aforesaid circumstances to avoid goods availability for testing.
- 31.10** If the Contracting Authority does not issue the certificate of provisional testing or does not reject the supplies within a period of 30 days, it is considered that he has issued the certificate on the deadline of the period and the certification of surveillance Company will be valid. The certificate of provisional testing is not the acknowledgement of the whole delivery of the supplies. If the Supply Contract states that the supplies must be divided in lots, the Contractor has the right to ask for single certificates for every lot.
- 31.11** After the certificate's of provisional testing issue, the Contractor shall dismantle and restore temporary plants and materials that are no more necessary for the Supply Contract's execution. He shall besides remove all obstacles and changes to the testing place.

In case the commodities are delivered according to IncoTerms clause DDU only, they shall be transported from the selected Egyptian seaport to the location indicated in the Tender Document and taken over by the final beneficiary (Consignee) or a representative designated by the Contracting Authority. After the commodities have been delivered according to Contract's clauses, assembled and installed if the case, a proper certificate of conformity is issued by the Control and Surveillance Company, which survey the overall shipping procedures and also issues a Certificate of Conformity at loading and a Certificate of Discharge. After, or normally jointly, the Certificate of conformity at final destination and of delivery has been issued, the Consignee produces a "Declaration of Delivery-location Suitability" attesting that the delivery location agreed in the Contract is ready to receive the commodities and for having them assembled and installed on site. This last certificate allows the Contractor to assemble and install the goods and obtaining the subsequent Certificate of Provisional Acceptance. The Contractor shall pay attention to respect the timing for shipment & delivery to the selected Egyptian seaport. Upon arrival to the Egyptian territory any delay from the arrival date, at the seaport, to the delivery date at the final destination, due to custom, administrative and governmental procedures, shall be borne by the Contracting Authority. The importation shall be considered duty-free and any taxes, custom duties and expenses relevant to the import of goods within the Commodity Aid

Programme, into the Arab Republic of Egypt, as per Article 3 of the Contract, are at Purchaser's charge. After delivery and onsite installation the Contractor receives the Certificate of Provisional Acceptance by the Consignee through the Contracting Authority.

Article 32 Warranty obligations

- 32.1** The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 32.2** The Contractor shall be responsible for repair any defect, or damage, to any part of the supplies, which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the Contractor; or
 - b) results from any act or omission of the Contractor during the warranty period; or
 - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 32.3** The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Contracting Authority. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4** If any such defect appears or such damage occurs during the warranty period, the Contracting Authority shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or
 - b) terminate the contract.
- 32.5** In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority may have the work carried out at the expense of the Contractor. The Contracting Authority shall as soon as practicable inform the Contractor of the action taken.
- 32.6** The maintenance obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the **Special Conditions**. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 Final acceptance

- 34.1** Upon expiry of the warranty period or, where there is more than one period, upon expiry of the latest period, and when all defects or damage have been repaired, the Contracting Authority shall issue the Contractor a final acceptance certificate, stating the date on which the Contractor completed his obligations under the contract, with the Contracting Authority's satisfaction. The final acceptance certificate shall be issued by the Contracting Authority no later than 90 days from the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Contracting Authority.
- 34.2** The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Contracting Authority.
- 34.3** Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 Breach of contract

- 35.1** A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 35.2** Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 35.3** In addition to the above-mentioned measures, damages may be awarded. They may be either:
- a) general damages; or
 - b) liquidated damages.
- The amount and procedures for these damages shall be laid down in the Special Conditions.
- 35.4** Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be carried out by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 36 Termination by the Contracting Authority

- 36.1** The Purchaser or the Contracting Authority can at any time and with immediate effect cancel the Supply Contract, remaining valid what stated in clause no. 36.2.
- 36.2** If not rules instructions are established, the Purchaser or the Contracting Authority may cancel the Supply Contract, notifying it to the Contractor upon a 7 days' notice:
- a) In case the Contractor does not supply the goods in perfect compliance with the Supply Contract;
 - b) In case the Contractor does not comply, within a reasonable time, with the Control and Surveillance Company's injunction to remedy negligence or defaults in the Supply Contract's performance within the prescribed terms;
 - c) In case the Contractor refuses or disregards to carry out the Person's in Charge instructions;
 - d) In case the Contractor transfers or sub supplies the Supply Contract, or part of it, without asking for the Purchaser's or the Person's in Charge approval;
 - e) In case the Contractor goes bankrupt or becomes insolvent or is the object of a precautionary attachment or is entering into a composition with creditors or keeps on

carrying out his activity under the direction of a receiver, a trustee or an officer acting on behalf of creditors, or goes into liquidation;

- f) In case a final sentence has been passed for an offence concerning the Contractor professional behaviour;
- g) In case other kinds of legal incapacity hamper the Supply Contract's performance;
- h) In case a corporate structure modification causes a change in the Contractor's legal status;
- i) In case the Contractor fails to submit the required bond or insurance or a new bond or insurance if the person who gave the previous bond or insurance cannot fulfil the undertaken obligations.

36.3 The cancellation of the Supply Contract does not compromise any other right the Supply Contract grants the Purchaser and the Contractor. Afterwards, the Purchaser may sign other purchase contracts with a third party. The Contractor responsibility concerning any delays in the Supply Contract performance ceases to exist immediately after the Supply Contract's cancellation but any other previous responsibility linked to the Supply Contract stands.

36.4 After having notified that the Supply Contract has been cancelled, the Contracting Authority shall order the Contractor to take immediate measures to settle in a prompt and correct way the Supply Contract at minimum cost.

36.5 The Contracting Authority shall certify, as soon as the Supply Contract cancellation is occurred, the value of the goods and all the amounts due to the Contractor at the cancellation date.

36.6 In case of cancellation:

- a) In the Contractor's presence or of his representatives or after due convocation of all of them, the Contracting Authority shall write out as soon as possible a report on the delivered goods and draw up an inventory of the supplied materials which have not been used. Besides, it is drawn up a list of the amounts the Contractor shall pay to the Purchaser;
- b) The Purchaser may buy, at market price, materials and items supplied or ordered by the Contractor and still to be paid by the Purchaser himself at the conditions deemed advisable by the Contracting Authority.

36.7 The Purchaser is not obliged to effect other payments in favour of the Contractor until goods have been entirely delivered. The Purchaser is neither obliged to effect other payments in favour of the Contractor before the Contractor reimburses to the Purchaser the eventual additional expenses due to the supplies' execution, or else the Purchaser shall settle the outstanding to the Contractor before the Supply Contract cancellation.

36.8 In case the Purchaser cancels the Supply Contract because of the Contractor's default, the Contractor shall reimburse him for the suffered damages to a maximum amount fixed in the Supply Contract. If no maximum amount has been fixed, the Purchaser will receive only the share of the Supply Contract's price corresponding to the amount of that part of the goods that, because of the Contractor's default, do not comply with their intended use.

36.9 Where the Supply Contract cancellation is not caused by the Contractor's actions or omissions, the Contractor himself has the right to demand not only the amount due for the already supplied goods as well as a compensation for the suffered damages.

Article 37 Termination by the Contractor

37.1 The Contractor, upon a 14 days' notice to the Purchaser, may cancel the Supply Contract in case the Purchaser:

- a) Omits to effect the payments due to the Contractor;

- b) Keeps on failing to fulfil the obligations laid down in this Supply Contract despite repeated reminders;
- c) Stops goods delivery, or part of them, for more than 180 (one hundred and eighty) days, for reason not mentioned in the Supply Contract or not due to the Contractor.

Such cancellation does not compromise any other right the Supply Contract grants the Purchaser or the Contractor.

In case of cancellation, the Purchaser shall compensate the Contractor for any possible loss or damage he has suffered. Such additional payments must not exceed a maximum fixed in the Supply Contract.

- 37.2** The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- a) fails to pay the Contractor the amounts due under any certificate issued by the Control and Surveillance Company after the expiry of the deadline stated in the Special Conditions;
 - b) consistently fails to meet its obligations after repeated reminders; or
 - c) suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.
- 37.3** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 37.4** In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 38 Force majeure

- 38.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure, arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.
- 38.2** For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.
- 38.3** Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.
- 38.4** If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Contracting Authority.
- 38.5** If the Contractor incurs additional costs in complying with the Contracting Authority's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Contracting Authority.
- 38.6** If circumstances of force majeure have occurred and continue for a period of 180 days then,

notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

Article 39 Death

- 39.1** Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.2** Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3** In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.
- 39.4** Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Article 40 Amicable dispute settlement

- 40.1** The Parties shall make every effort to settle amicably any dispute, which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution, which they consider possible. If either Party deems it useful, the Parties shall meet, try, and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

Article 41 Dispute settlement by litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek a ruling from a national court in accordance with the Special Conditions of this contract.

C *SPECIAL CONDITIONS*¹⁶

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¹⁶ These Special Conditions override the correspondent articles in the General conditions. The numbering of the Articles of the Special Conditions is not consecutive and follows the numbering of the Articles of the General Conditions in Roman numerals. In exceptional cases, and with the authorization of Person in Charge, other clauses may be introduced to cover specific situations.

Article II Law applicable and language of the contract

For all matters not covered by the provisions of this Tender document, after signing the contract, and after the shipment of the commodities, the jurisdiction for any controversy arising from the interpretation or application of the contract, is the Egyptian one. The language used shall be English.

Article V Assignment

The Contractor may not assign the contract or any part thereof, or any benefit or interest.

Article VI Subcontracting

Subcontracting is allowed up to an amount of 30% of the total contract amount. Upon submitting their tenders, Tenderers must declare which supplies they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies they are assigned

Article XI Performance guarantee

The amount of the performance guarantee shall be **10%** of the contract price including any amounts stipulated in riders to the contract.

The performance guarantee shall be released within 30 days of the issue of the final acceptance certificate.

Such Performance guarantee shall be delivered to the Contracting Authority prior the Supply Contract signature. In case of changes for whatsoever reason in the delivery scheduled, the Supplier commits itself to instruct the Bank to extend the validity of the guarantee and the relevant expiring date.

Article XII Insurances

The Supplier shall also provide an “All risks” policy for the 110% of the contract value excluding the following costs in the value of the supply:

- Warranty costs.
- Preliminary visit in Italy
- Training course in Egypt

Insurance shall be made in the name of the Contracting Authority.

Article XIII Performance programme (time table)

The time limit for delivery is set according to article 1 of Section A-Instructions to Tenderers and considering also the timetable in Section E (Technical Specifications).

The Supplier must provide a project time schedule indicating the delivery and, if required, of the installation of all goods.

Article XIV Supplier's drawings

As indicated in Section E (Technical specifications).

Article XVIII Commencement order

The commencement order will be issued within the contract signature.

Article XXI Delays in execution and penalties

For each day of delay, in the delivery on site of the goods as indicated in the agreed time schedule, the Contracting Authority shall apply a penalty equal to 0,03% and up to a maximum of 10% of the contract price and up to a 30 days of delay.

Delays in execution exceeding **30 days**, may result in breach of the contract, in accordance to Articles 35 and 36 of the General Conditions.

Article XXII Alterations

The contract may only be modified in the following cases:

- a) modifications of applicable laws and regulations;
- b) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications may only ameliorate the quality of the performance, without increasing the contract total amount and without quality of other goods inside the Supply;
- c) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
- d) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
- e) modifications, which, in the interest of the Contracting Authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to overt reasons, unforeseeable when the contract was made;
- f) contractors cannot refuse the above-mentioned modifications and the Contracting Authority has the right to be such modifications executed at the same contractual conditions;
- g) contractors shall execute any non-substantial modification that the Contracting Authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

Article XXV Inspection and testing

The Inspections and Monitoring activities will be effected by the **Control and Surveillance Company** as follows:

Quantity and quality inspections of the supply, inspection of the palling and packing, certifications concerning shipping at the Supplier's factory, loading and discharging port.

For the above-mentioned operations will be issued the following certificates by the **Control and Surveillance Company**:

- **Certificate of Conformity at loading;**
- **Certificate of Discharge;**
- **Certificate of Conformity at final destination and of delivery.**

Before the expected shipment date from the factory, the **Control and Surveillance Company** Viglienzone Adriatica S.p.A. - Circonvallazione P.za d'Armi 130 – 48100 Ravenna – ph. 0544/422242 – fax 0544/590765 will inspect the supply, in order to ascertain and to certify the conformity with the tender terms.

Article XXVI Payments procedures

Payments shall be made by means of irrevocable confirmed **Letters of Credit**, in currency Euro, to be issued by the National Bank of Egypt through the **Banca Intesa-Sanpaolo SpA**, as Italian Agent Bank, within 30 days from the receiving date of the Contract from the *Contracting Authority* according to the following terms and conditions.

The letter of credit shall be operated only against presentation of the Antimafia Certificate by the Contractor.

An **Advance Payment** for an amount up to 50% of the contract price may be recognised against the following documents:

- **Advance Payment** Guarantee (as per Annex IV only issued by a first bank and not by an insurance company nor by a minor bank) for the same amount in favour of The Government of the Arab Republic of Egypt, Ministry of Planning and International Cooperation. Such guarantee shall be released within 45 (forty-five) days from the date of the “**Certificate of Conformity at final destination and of delivery**” issued by the Control and Surveillance Company. In case of failure in issuing the “**Certificate of Conformity at final destination and of delivery**” by the Control and Surveillance Company, the Contracting Authority shall have the right to have extended the advance payment guarantee for a period of minimum six months to allow the provider to remedy. In case such request is not fulfilled by the Provider, passed 30 additional days from the date of such request, the Person in Charge shall have the right to ask the Guarantor Bank to pay on behalf of the Provider the amount requested. In this last circumstance the Contracting Authority shall have the right to decide to wait for a new **Advance Payment** Guarantee from the same provider or to claim the rightful withdraw from the contract and proceed by contracting a new Tenderer according to the scoring list or launching a new Tender. It is understood that the Advance Payment Guarantee shall remain valid for a period of at least 60 days after delivery.
- Certificate of full receipt of the above mentioned sum signed by the Supplier
- **Pro-forma invoice** in 5 (five) copies.

A payment equal to 40% of the contract value which, including the above mentioned advance payment, covering up to 90% of the contract value, will be recognised against the following documents:

- Certificate of full receipt of the above mentioned sum signed by the Contractor;
- All risk insurance Policy /Certificate for the agreed Incoterm Clause value excluding costs for: preliminary visit – training in Italy and training course in Egypt, according to what requested and indicated in the Special Conditions.
- Commercial Invoice in 5 (five) copies issued by the Supplier
- Packing list in 5 (five) copies
- **Certificate of Origin** issued by the local Chamber of Commerce certifying the *Italian origin of the commodities*
- Supplier declaration of liability stating the Italian origin of the commodities;
- “**Certificate of Conformity at final destination and of delivery**” issued by the Control and Surveillance Company
- 2/3 of Bill of Lading issued to the order and blank endorsed clean on board - “Freight Prepaid”.
- Copy of the express courier receipt evidencing the dispatch of one original of the Bill of Lading with the Control and Surveillance Company visa and 1 copy of the Certificate of origin issued by the local Chamber of Commerce directed to the Contracting Authority through the Italian Expert at the Embassy of Italy

The residual value equal to 10% of the total amount of the supply contract shall be paid upon presentation of the “**Certificate of Final Testing**” of the supply, issued and signed by the Consignee and signed for confirmation by the Contracting Authority, after the expiring of the Warranty Period.

Alternatively, the residual value equal to 10% of the total amount of the supply may be paid to the Supplier after **45 days** from the date of the “**Certificate of Conformity at final destination and of delivery**” issued by the Control and Surveillance Company and against presentation of the following documents:

- Certificate of full receipt of the above mentioned sum signed by the Supplier;
- **Retention Money Guarantee** (as per *Annex VI*) for the same amount in favour of the Government of the Arab Republic of Egypt.

The 10% Retention Money Guarantee will be released upon presentation of the “Certificate of Final Testing”, issued and signed by the Consignee and signed for confirmation by the Contracting Authority, after the expiring of the Warranty Period.

In case the “Certificate of Final Testing” is not issued for reasons not due to the Contractor, the Retention Money Bond shall be considered implicitly released after a number of days from the date of *Certificate of Conformity at final destination and of delivery calculated as follows*: date of Certificate of Conformity at Final Destination and of Delivery + 730 warranty days + 90 days for the issuing of Certificate of Final Testing + 90 banking days)¹⁷ and after proper notice to the Contracting Authority.

All Bank commissions and fees charged outside the Egyptian boundaries shall be born by the Contractor.

The expiring date of validity of the letter of credit shall consent the Contractor to be able to present all documents for the payment of the balance.

Article XXIX Packaging for delivery

- XXIX.1 The Supplier shall bear all risks concerning the goods until provisional acceptance at destination according to the IncoTerms clause agreed in this contract. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- XXIX.2 The packaging shall become the property of the recipient subject to respect for the environment.
- XXIX.3 Sticker with the Logo of the Donor (see Pattern) dim 12x9 cm must be placed on each of the equipment described in Article 1.1 of the Instructions to the Tenderers.



The colours are precisely defined with RGB palette:

	R	G	B
Green	0	128	1
White	255	255	255
Red	255	0	1

The Supplier shall mail to the Contracting Authority, with a copy to the Insurance Company all the documents necessary to the delivery of the goods (the list of these documents will be defined at the moment of the contract signature).

Article XXX Consignee preliminary visit and training - Verification operations

XXX.1 Consignee Preliminary Visit and Training in Italy: The Supplier will organize and manage, at its own complete cost, a trip of not more than one (1) week in Italy, at least 20 days before the shipment of the supplies from the factory, for 4 representatives of the Consignee, appointed by the Beneficiary, for a introductory training on the commodities to be supplied, effected at the Supplier’s Factory, with the assistance of high qualified Arabic speaking trainer.

¹⁷ According to Annex VI

On the training session the consignee shall have the right to examine the commodities to be provided. In this occasion, in case the Consignee assesses any alteration between the Tender Technical Specification approved and the Final product, or if he finds out such alteration in any other occasion, the consignee shall have the right to inform the Contracting Authority through an Assessment Report. In no circumstance the Consignee shall have the right to propose any alteration, requested directly to the supplier or to the Control and Surveillance Company, neither interfere in any other way with the supply process or the surveillance procedures. The Inspection and Surveillance activities on the Commodities to be provided, remain the sole prerogative and responsibility of the Control and Surveillance Company.

XXX.2 Training in Egypt: The Supplier will organize, at his own total cost, a 2 weeks training course in Egypt, in the location indicated by the Consignee, on the use and general maintenance of the commodities provided.

The staff to be trained will be composed by:

- No. 3 Archaeology and conservation specialists from the Ministry of State for Antiquities to be trained on the use and maintenance of the equipment to be consigned to the Saqqara Archaeological site;
- No. 1 Restoration and Conservation specialist from the Egyptian museum to be trained on the use and maintenance of the equipment to be consigned to the Egyptian Museum in Cairo;

XXX.3 The training will be called by the Consignee with 2 weeks advance-notice.

Article XXXI Provisional Acceptance

XXXI.1. A “Certificate of Conformity at final destination and of delivery” shall be issued by the Control and Surveillance Company upon correct delivery of the supply, at final destination according to the Incoterm clause agreed;

XXXI.2. Starting from the date of such “Certificate of Conformity at final destination and of delivery”, the commodities shall be considered delivered to the Consignee, which will be responsible of its good care.

XXXI.3. The Supplier, at the Consignee premises, will test the supply, at the presence of the qualified personnel appointed by the Beneficiary. The Beneficiary, after checking the correct performance of the goods as specified in the tender terms, will issue the "Certificate of Provisional Acceptance". Starting from the date of such Certificate, the Warranty Period of 36 months will start.

XXXI.4. In the circumstance the final destination of the commodities is not a sea Port but another location in Egypt, the following clauses shall apply:

After the “Certificate of Conformity at final destination and of delivery” has been issued by the Control and Surveillance Company, the Consignee shall produce, through the Person in Charge, within 2 (two) weeks, a “Declaration of Delivery-location Suitability” attesting that the delivery location agreed in the Contract is ready to receive the commodities and, if the case, for having them assembled and installed on site.

- a) If the Consignee fails providing such Declaration or provides an untruthful Declaration, and such failure is not due to fault or negligence of the Supplier, the Supplier shall have the right to proceed with the delivery of the commodities in the agreed location without, if the case, assembling and installing them. In such circumstance the Supplier shall have the right to receive the "Certificate of Provisional Acceptance” and if the Consignee refuses, it shall be deemed to have issued the certificate on the first day after the 2-week period. In the same circumstances the Consignee shall still have the right to have the commodities assembled and installed, and to receive the onsite training and all the other services according to the contract. In such case the costs arising from the delay (storage, maintenance, security etc. in Egypt) shall be born by the Consignee and the warranty period of 36 months will start on the first day after the time of the above-mentioned two weeks has elapsed. If the Consignee does not issue the “Declaration of Delivery-location Suitability” within 36 months from the date of the "Certificate of Provisional Acceptance” the right of having the commodities assembled and installed, and to receive the onsite training, shall be considered lost.
- b) If the Consignee fails providing such Declaration or provides an untruthful Declaration, and such failure is not due to fault or negligence of the Supplier, the Supplier shall have the right to proceed

with the delivery of the commodities in the agreed location without, if the case, assembling and installing them. In case of hampering elements, not due to fault or negligence of the Supplier, which prevents the delivery to the final destination, the commodities will be considered delivered at the seaport to which they arrive from Italy. In such circumstance the Supplier shall have the right to receive, after the due inspections, the “Certificate of Conformity at final destination and of delivery” and the "Certificate of Provisional Acceptance”. If the Consignee refuses to issue the "Certificate of Provisional Acceptance”, it shall be deemed to have issued the certificate on the first day after the 2-week period. In the same circumstances the Consignee shall still have the right to have the commodities delivered to the final destination, assembled and installed, and to receive the onsite training and all the other services according to the contract. In such case the costs arising from the delay (storage, maintenance, security etc. in Egypt) shall be born by the Consignee and the warranty period of 36 months will start on the first day after the time of the above-mentioned two weeks has elapsed. If the Consignee does not issue the “Declaration of Delivery-location Suitability” within 36 months from the date of the "Certificate of Provisional Acceptance” the right of having the commodities assembled and installed on-site, and to receive the on-site training, shall be considered lost.

Article XXXII Warranty

XXXII.1. The supplies must have a full technical warranty for a period of 36 (thirty-six) months from the date of the “**Certificate of Provisional Acceptance**” issued by the Consignee.

XXXII.2. The Supplier shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Supplier shall further warrant that all commodities have no defects arising from design, materials or manufactory.

Article XXXIII After-sales service

XXXIII.1 The Tenderer shall appoint a local Agent and Service Centre in Egypt for post sale assistance and availability of consumables, spare parts/materials and will provide their name and address, informing also about:

- Their experience, organization and reliability to carry out the post sale assistance
- Post sale assistance’s intervention time;
- Spare part’s availability time.

XXXIII.2 If a local Agent, or Service Centre in Egypt in charge of the after-sales and maintenance service does not provide its services, by the deadline established in the Technical Specifications, the Contracting Authority shall be entitled to claim a delay charge. In such circumstance the Contracting Authority shall be entitle to charge and deduct for every day of delay, the 0.001% of the contract price up to a 5% of the same contract price.

XXXIII.3 The amount corresponding of the total delays will be deducted from the Performance Guarantee.

Article XXXIV Final Acceptance

After 36 months of warranty period starting from the “Certificate of Provisional Acceptance” date, as per article no. XXXI without reserve about the Supplier’s performance made from the Consignee, the commodities will be finally accepted and the retention Money Bond released. In order to proceed as above mentioned, a “**Certificate of Final Testing**”, stating the date when the Supplier has fulfilled his supply-contract’s obligations, shall be issued and signed by the Consignee and signed for confirmation by the Contracting Authority, within 90 (ninety) days from the date of expiry of the 36 months warranty period (see clause no. 32 of the General Conditions);

Article XL Amicable settlement of disputes

The contracting parties shall make every effort to settle amicably any dispute, which may arise between them (as per Article 40 of the General Conditions).

If an agreement is not reached within 120 days from starting the amicable dispute-settlement procedure, all disputes shall be finally settled in accordance to Article 41 of the General Conditions.

Article XLI Dispute settlement by legal action

If no settlement is reached within 120 days from the moment the amicable-dispute-settlement procedure has started, each Party may seek a ruling from a national court in accordance with the National Legislation of the Country of the Contracting Authority, if the Supply contract has been signed and according to the Italian law, after signing the Contract the international law may be applicable during the shipment. Arbitration ruling is excluded.

Extra clauses:

Article XLII Technical documentation

XLII.1 With reference to the characteristics of the commodities to be provided, the Contractor has to provide a Manufacturer's certificate indicating that the equipments so provided are being prepared for scope of the final destination and use by the purchaser. The document shall be inserted in the envelope containing the Technical offer.

XLII.2 Hand books, in **English language** and covering in detail all necessary information about operations, trouble shoots, repair and maintenance, for a correct use, *shall be delivered together with the commodities.*

Article XLIII Carriers

Shipping of the Commodities, object of this contract, to the selected sea Port, Tenderers shall use exclusively Italian carriers. To be noticed that the ship used to transport in Egypt the goods, object of this Tender, must be Italian, namely, must fly Italian flag only.

D SUPPLY CONTRACT

**Supply of commodities and services to
Ministry of State for Antiquities
Italian – Egyptian Commodity Aid Programme**

SUPPLY CONTRACT No. PS/38/02/12

BETWEEN

THE CONTRACTING AUTHORITY:

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT - MINISTRY OF PLANNING AND INTERNATIONAL COOPERATION 8, Adly Street - Cairo Represented by the “Contracting Authority”, Amb. Marawan Badr, Who signs the Contract for approval.

AND

THE CONTRACTOR:

have agreed as follows

PREAMBLES

- A) The Italian Government through its Ministry of Foreign Affairs, agreed to grant to the Egyptian Government through its Ministry of International Co-operation - European Co-operation Sector, a the sum of Italian Liras 60.000.000.000 (sixty thousand billion) equal to Euro 30.987.413,95 (thirty million nine hundred eighty seven thousand four hundred and thirteen euros and 95 cents), plus the accrued interest up to date, to import goods and services of Italian origin (“***Commodity Aid Programme***”)
- B) The Government of the Italian Republic and the Government of the Arab Republic of Egypt on May 12th, 1994 signed a Financial Protocol, hereinafter referred to as “The ***Protocol***” including its amendments, which sets the rules for utilization of the grant.
- C) The Government of the Arab Republic of Egypt - Ministry of International Co-operation European Co-operation Sector, as “***Contracting Authority***”, conclude purchase contracts through open Tenders in the Italian market, and manage and monitor the fulfilment of the supply contract;
- D) The Italian Ministry of Foreign Affairs has appointed its representative on site, hereinafter referred to as “***The Italian Expert***”.

- E) The Government of the Arab Republic of Egypt - Ministry of Foreign Affairs - International Cooperation Sector - conferred on the date 31.10.1994 a mandate to Intesa-Sanpaolo S.p.A. hereinafter referred to as “**Agent Bank**”.
- F) The Government of the Arab Republic of Egypt has appointed within the terms of the Protocol, as per the Agreement dated September 22nd 1994, the Company: VIGLIENZONE ADRIATICA S.p.A. - Circonvallazione P.za D’Armi 130 - 48100 Ravenna, hereinafter referred to as “**Control and Surveillance Company**”.
- G) On the Tender Notice relevant to the Commodity Aid Egypt Tender no. PS/38/02/12 has been published for the supply of groundwater hydro-geological survey equipment, digital mapping equipment, environmental sensors, restoration and conservation equipment, spare parts and services, to the Ministry of State for Antiquities, hereinafter referred as “**Consignee**”.
- H) On , by letter no. dated , the Contracting Authority communicated to the Company , from now on referred to as “Contractor”, the Award of the Tender no. PS/38/02/12
- I) This Purchase Agreement will be hereinafter called “**Contract**”.

Assumption

The legal validity of the present contract depends on the suspensive condition of its positive approval and on pre-established inspections relative to legal procedures in force, as well as preventive controls regarding its legitimacy by the Italian Court of Auditors which will issue a Decree of approval of the Contract.

The present Contract will be effective and enter into force on the day of the official and written endorsement by the Ministry of Foreign Affairs of Italy.

Article 1: PURPOSE OF THE AGREEMENT

1.1 The supply DDU (as per IncoTerms 2000 - Annex IX) Destination: Greater Cairo - Saqqara archaeological site, for the items numbered from 1 to 17 of the: "List and quantity of commodities" inside the Technical Specifications and destination: Cairo city, Egyptian Museum, for the items numbered from 18 to 22 of the: "List and quantity of commodities" inside the Technical Specifications

- List of Commodities as per Annex II, to be provided according to the Technical Specifications detailed in Section E;
- Spare parts up to 10% of the total value of the above mentioned commodities, according to the technical specifications requested by the Contracting Authority;
- Packing;
- Transport from ex work to port of embarking;
- Sea freight to the selected sea Port, handling loading and unloading;
- The seller bears the costs and risks associated with the import clearance, unloading and subsequent delivery beyond the place of final destination excluded any duties and taxes to be born by the Contracting Authority;
- All risk insurance policy for the 110% of the contract value ;
- Warranty for 36 months;
- Preliminary visit and training in Italy
- Assembling and training course in Egypt;

as listed by the Contractor into the Pro-forma Invoice no. dated . with annexes; all herewith enclosed and to be considered integral part of this *contract* (and it will be *Annex* no. X).

1.2 The Contractor hereby undertakes that the supply and the conditions of supply described into the Pro-forma Invoice no. dated and annexes, are absolutely the same as specified into the technical offer no. and financial offer no. dated and indicated in the Letter of Award protocol no. dated .

ARTICLE 2: PERFORMANCE GUARANTEE

- 2.1 The Supplier shall issue a Performance Guarantee (as per Annex III) in favour of the Purchaser, according to the provisions of the Tender's documents, delivered to the Person in Charge together with the Contract duly signed for acceptance not later than 30 days from the date of receipt of its date. The Supplier commits himself to instruct the Bank to extend the validity of the guarantee and the relevant expiry date in case of changes for whatsoever reason in the delivery schedule.
- 2.2 The Performance Guarantee is kept to reimburse the Purchaser for any damage caused by the fact that the Supplier has not completely and properly fulfilled his obligations as laid down the Contract.
- 2.3 The Performance Guarantee shall be released within 30 days from the date of the acceptance by the Contracting Authority. It will become automatically null and void after 30 (thirty) days from the date of the "**Certificate of Conformity at final destination and of delivery**" issued by the Control and Surveillance Company

ARTICLE 3: PRICE OF THE CONTRACT

The total price of the supply delivered DDU (as per Incoterms 2000 – (Annex IX) with destination: Greater Cairo - Saqqara archaeological site, for the items numbered from 1 to 17 of the: "List and quantity of commodities" inside the Technical Specifications and destination: Cairo city, Egyptian Museum, for the items numbered from 18 to 22 of the: "List and quantity of commodities" inside the Technical Specifications is of Euro (euros only) . The price of the supplies shall be the same shown on the financial offer (specified in Annex II). and shall be the sole remuneration owed by the Contracting Authority to the Supplier under the contract. It shall be firm and not subject of any revision.

The *Contractor* undertakes that the above-mentioned prices are fixed and cannot vary for the entire period of the Contract.

Any taxes, custom duties and expenses relevant to the importation of goods into the Arab Republic of Egypt, including commission to be paid to the National Bank of Egypt for the issue of the letters of credit as per next Article 4 are at *Purchaser's* charge.

ARTICLE 4: PAYMENT CONDITIONS

Payments shall be made in accordance with the Special Conditions and General Conditions.

Payments shall be made by means of irrevocable and confirmed Letter of Credit, which currency shall be Euro and issued by National Bank of Egypt as *Agent Bank* within 30 days from the date of receiving of the Contract from the *Contracting Authority* according to the following terms and conditions:

The supplies shall be exempt from all duties and taxes, including VAT. The Contracting Authority will take all the necessary steps to provide the Contractor with all necessary documents for the tax exemption and custom clearance.

The contract is made up of the following documents, listed according to precedence:

- this Contract agreement;
- The Instructions to Tenderers (as per Section A);
- the Special Conditions (as per Section C), including the technical annex (Section E: Technical Specifications) [including clarifications before the deadline for submission of tenders];
- the Contractor's tender, including annexes;
- the Price List (as per Annex II);
- the General Conditions (as per Section B);

The different documents making up the contract shall be deemed to be mutually explanatory; in case of ambiguity or divergence, they should be read in the order in which they appear above.

For all matters not covered by the above provisions, the law applicable shall be law of the Italian Republic.

ARTICLE 5: “ANTIMAFIA” CERTIFICATION

The validity of the contract will be underneath the condition that the “Antimafia Certification” presented by the *Contractor* to the *Agent Bank* is valid and in accordance to the laws in force in Italy.

ARTICLE 6: COMING INTO FORCE

The coming into force of the contract is subject to the fulfilment of the following conditions:

- a) Issuing and validity of the Performance Guarantee as per Article 2
- b) Issuing of the Antimafia Certification as per Article 5.
- c) Issuing of a Letter of Credit by the National Bank of Egypt in favour of the Italian Agent Bank, Intesa-Sanpaolo S.p.A.

The official date of entering into force of the contract will be the date of notification of the letter of Credit by the *Agent Bank* to the Contractor’s bank: Intesa Sanpaolo S.p.A. located in BRESCIA c/c 9006 IBAN: IT62 B010 2511 2001 0000 0009 006.

ARTICLE 7: CARRIERS -TRANSPORT

For the shipping of the goods to the Ministry of State for Antiquities, the *Contractor* shall use Italian Carriers only. Transport may be carried out combined by sea, railway and road. To be noticed that the ship used to transport to Egypt the goods object of this Supply Contract must be Italian, namely, must fly Italian flag only.

ARTICLE 8: ACCEPTANCE AND TAKING OVER OF THE GOODS

8.1. The commodities are delivered DDU – Destination: Greater Cairo - Saqqara archaeological site, for the items numbered from 1 to 17 of the: "List and quantity of commodities" inside the Technical Specifications and destination: Cairo city, Egyptian Museum, for the items numbered from 18 to 22 of the: "List and quantity of commodities" inside the Technical Specifications and, therefore, at the date of the issuing of the “Certificate of Conformity at final destination and of delivery” by the *Control and Surveillance Company*, **the commodities will be considered accepted** and taken over the responsibility of the *Consignee*.

8.2. Starting from the date of the Certificate of Conformity at final destination and of delivery, the warranty period of 36 months will start.

ARTICLE 9: MONITORING AND INSPECTIONS

The inspections and monitoring activities will be carried out by the *Control and Surveillance Company* as follows:

9.1 Quantity and quality inspection of the commodities, i.e. verification of the number of pallets, inspection of the packing, certification concerning shipping at the Contractor’s factory, loading and discharging port.

9.2 For the operations mentioned in this article, point 9.1, the following certificates shall be issued from the *Control and Surveillance Company*:

- Certificate of Conformity at loading;
- Certificate of Discharge;
- Certificate of Conformity at final destination and of delivery.

The Inspection and Monitoring activities, as per Financial Protocol will be carried out by the Control and Surveillance Company named Viglienzona Adriatica S.p.A. located at 130, Circonvallazione Piazza d'Armi - 48100 Ravenna - ph. +390544 422242 - fax +390544 590765

ARTICLE 10: ARBITRATION

Arbitration ruling is excluded and any dispute arising from the performance, or/and interpretation, and/or execution of this contract, shall be settled through the Egyptian courts.

ARTICLE 11: LAW and JURISDICTION

Enforceable regulations: The law ruling the tender procedure is the Italian one. After signing the contract, and after the shipment of the commodities, the jurisdiction for any controversy arising from the interpretation or application of this contract, is the Egyptian one.

The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

ARTICLE 12: CORRESPONDENCE

Any written communication relating to this Contract between the Contracting Authority and the Contractor shall be in English and shall state the Contract title and identification number. It must be sent in copy also to the Consignee, the Italian Expert and the Control and Surveillance Company, by post, fax, or handed over using the following addresses:

The Contracting Authority:

Government of the Arab Republic of Egypt
Ministry of Planning and International Cooperation
8, Adly Street - Cairo
Tel.: +202 23901801 - Fax +202 23910344

Consignee:

Ministry of State for Antiquities
Pharaonic antiquities sector - Saqqara
3, Adel Abu Bakr Street, Zamalek, Cairo
Tel.: +20 2 27357056; Fax: +20 2 27357239

Ministry of State for Antiquities
Museums sector - Egyptian Museum
Tahrir square, Cairo
Tel.: +20 2 25796948 - +20 2 25796974; Fax: +20 2 25782448

Contractor:

The Italian Expert:

Embassy of Italy, Cooperation Office, Italian-Egyptian Commodity Aid Programme
1079 Corniche El , Garden City, Cairo,
Tel. +202 2792 0873/4 – fax +202 2795 6904 - +202 2792 02 72

Control and Surveillance Company:

VIGLIENZONE ADRIATICA S.p.A.
C.ne Piazza D’Armi 130 – II p.
48100 Ravenna – Italy
Tel. +39 0544 42 22 42 – fax +39 0544 590 765

ARTICLE 13: AMICABLE SETTLEMENT OF DISPUTES

The contracting parties shall make every effort to settle amicably any dispute which may arise between them. The procedures applicable are set out in the Special Conditions and General Conditions.

ARTICLE 14: DELIVERY

The delivery period shall run from the date of the Contract effectiveness.

ARTICLE 15: SUPPLIER’S BANK ACCOUNT

The bank account of the Supplier into which payments shall be made is:

Account number	
Account name	
Bank name & address	
Corresponding bank (if any)	

Written in English in eight originals of equal legitimacy and value,

THE CONTRACTOR:

The legal Representative:

Place: Cairo, Egypt, Date: signature: _____

THE CONTRACTING AUTHORITY:

Government of the Arab Republic of Egypt,
Ministry of Planning and International Cooperation,
The Person in Charge:

Place: Cairo, Egypt, Date: signature: _____

THE ITALIAN EXPERT:

Embassy of Italy in Cairo,
Italian-Egyptian Commodity Aid Programme
The Head of the Programme:

Place: Cairo, Egypt, Date : signature: _____
(for conformity)

THE CONSIGNEE:

Government of the Arab Republic of Egypt,
Ministry of State for Antiquities
The Representative:

Place: Cairo, Egypt, Date : signature: _____
(for acceptance)

E TECHNICAL SPECIFICATIONS

General Requirements for Supplies and Services

The following requirements have to be considered as an integral part of the technical specifications.

The Technical Specifications contain the general and particular prescriptions that must be followed from the Supplier during the execution of the supply.

These prescriptions should not be considered limitative to the quality, the characteristics and technologies of the equipment offered. The Supplier must give supplies new, unused, of the most recent models and incorporating all recent improvements in design and materials. The Supplier shall further warrant that all supplies have no defect arising from design, materials or workmanship.

Equipment and materials must be strong enough to resist to any solicitations that can cause deformations or permanent damages during the delivery, the installation and the operation.

Within the Supply Limits specified in the Technical Specification, each of the materials, components, equipment, systems and the performances necessary for a complete installation and putting in operation, must be sustained by the Supplier also in the case of omission in the Contract Documents.

The technical offer shall include relevant published technical data i.e.: technical fiches, catalogues, brochures, etc. The literature shall also illustrate/explain the usage and performance of the offered equipment. Any documentation provided shall be in English language or duly translated.

The equipment must have ISO 9001:2006 certification or superior.

The equipment must be marked CE.

Scope of the Supply

The supply DDU (as per IncoTerms 2000 - Annex IX) Destination: Greater Cairo - Saqqara archaeological site, for the items numbered from 1 to 17 of the: "List and quantity of commodities" inside the Technical Specifications and destination: Cairo city, Egyptian Museum, for the items numbered from 18 to 22 of the: "List and quantity of commodities" inside the Technical Specifications

- List of Commodities as per Annex II, to be provided according to the Technical Specifications detailed in Section E;
- Spare parts up to 10% of the total value of the above mentioned commodities, according to the technical specifications and request of the Contracting Authority;
- Services:
 - Training course in Egypt
 - Preliminary visit and training course in Italy

Installation

The Supplier shall install, put in perfect operating condition and ready for use the equipment, furniture and accessories above listed.

The Supplier shall perform on the contract with due care and diligence, providing for the delivery, assembly, testing and start-up of the equipment, including correction of any defects. The Supplier must have skilled manpower equipped with appropriate tools to properly execute the contract.

The Contracting Authority through the Beneficiary will assure the conditions for the installation (space, electrical connections, etc.).

Upon delivery of equipment, training must be held locally in the English language. Training should be carried out by a qualified instructor approved by the supplier. The training shall cover the basic

instructions for the use, maintenance, safety and any other relevant aspect needed for the proper functioning of the equipment supplied. The training duration is reported in the technical specifications.

After-Sales, Maintenance and Support

After-sales and maintenance service must be provided for all equipment. The Supplier through an authorized local service shall ensure these services. The Supplier undertakes to provide the local service a rapid supply of spare parts. The Tenderer shall confirm compliance with such requirement in his Tender.

The Tenderer shall provide in Egypt adequate structures for assuring a qualified service for efficiently maintaining and repairing the equipment object of this tender.

The local after-sales and maintenance services will be properly equipped in order to fulfil the obligations indicated in the Technical Specifications.

LIST AND QUANTITY OF COMMODITIES requested by the Contracting Authority to be supplied

Serial No.	Item	Quantity
	<i>For the Saqqara archaeological site:</i>	
1.	Thermometer	not less than 13
2.	Hygrometer	not less than 20
3.	Carbon Oxide meter	not less than 7
4.	Pyrometers - wall temperature meter	not less than 4
5.	Acquisition unit	not less than 7
6.	Extensometer	not less than 29
7.	Clinometer	not less than 10
8.	Strong Motion	not less than 4
9.	Removable Geoelectric system	not less than 2
10.	Fixed Earth Resistivity Meter	not less than 2
11.	Piezometric cells	not less than 40
12.	GPRS Transmission system with related software & hardware	not less than 1
13.	Moisture and salt content detection - Portable instrumentation	not less than 4
14.	Software for graphic analysis and reassemble - HD	not less than 3
15.	Digital camera with one calibrated lens of 20 mm	not less than 3
16.	Portable Computer -laptop-	not less than 3
17.	Digital total station for ground monitoring and data acquisition	not less than 3
	<i>For the Egyptian Museum:</i>	
18.	Low-pressure table with humidifier chamber	not less than 1
19.	Modular air-conditioned cell	not less than 5
20.	Laser equipment	not less than 1
21.	Portable μ -XRF Spectrometer	not less than 1
22.	Humidity and Temperature monitor	not less than 10

Type of Commodities:

Detailed list of Technical specifications

Type of Commodities:

GROUNDWATER HYDRO-GEOLOGICAL SURVEY EQUIPMENT, DIGITAL MAPPING EQUIPMENT, ENVIRONMENTAL SENSORS, RESTORATION AND CONSERVATION EQUIPMENT, SPARE PARTS AND SERVICES

COMMODITIES FOR THE SAQQARA ARCHAEOLOGICAL SITE

ENVIRONMENTAL MONITORING SYSTEM

SENSORS

The “sensors” is a set of instrumentation, complete with accessories, able to modify its “state” according to the changes of the parameter to be measured and that supply a proportional electrical signal accordingly. The desired sensors are:

SENSOR TYPE	minimum quantity
No. 13 THERMOMETERS	
Thermometer Djoser Pyramid	4
Thermometer n.4 Tombs	9
No. 20 HYGROMETERS	
Hygrometer Djoser Pyramid	5
Hygrometer n.9 Tombs	15
No. 7 CARBON OXIDE METERS	
Carbon Oxide meter Djoser Pyramid	3
Carbon Oxide meter n.4 Tombs	4
No. 4 PYROMETERS Wall temperature meter	4

The offer shall include installation accessories.

1. THERMOMETER FOR INSIDE AIR TEMPERATURE MEASUREMENTS

Transducer: thermo-resistance PT100 or thermistor
Measuring Range: - 50°C - +80°C
Accuracy: +/-0,1°C
Sensibility: 0,01°C
Output Signal: resistance change or 0/1Vcc o 4/20mA
Made of plastic material with stainless steel screws.

2. HYGROMETER FOR INSIDE RELATIVE HUMIDITY MEASUREMENTS

Transducer: capacitive
Measuring Range: 0/100%
Accuracy: +/-2% full scale
Sensibility: +/-0,5%
Output Signal: 0/1Vcc o 4/20mA
Operating Temperature: -20/+80°C
Made of plastic material with stainless steel screws.

3. CARBON OXIDE METER FOR INSIDE CO2 MEASUREMENTS

- Incorporates Sensor - silicon based NDIR sensor
- IP65 (NEMA 4) protected probe against dust and spray water
- Interchangeable probes

Measurement range:	0 ... 2% CO ₂
Accuracy at +25 °C (+77 °F) against certified factory references (incl. repeatability and calibration uncertainty):	<± [0.02% CO ₂ + 2 % of reading]
No linearity:	<± [20 ppm CO ₂ + 2 % of reading]

Operating environment

Temperature:	-20 ... +60 °C (-4 ... +140 °F)
Relative humidity (probe only):	0 ... 100 %RH, no-condensing

Inputs and outputs

Operating voltage:	11...20 VDC or 18 ...30 VDC
Power consumption:	<2.5W
Outputs:	4 ... 20 mA
Weight:	max. 180 g
Probe housing material:	PC plastic
Housing classification (probe only):	IP65 (NEMA 4)

4. WALL TEMPERATURE METER (PYROMETER) – MANUAL PORTABLE MODEL

Emissive setting:	0,199 to 0,996 in steps of 0,0039
Linearity	≤2 °C
Ambient temperature:	0°C- 65 °C
Housing material:	stainless steel
Weight:	0,3 Kg
Protection:	IP 65

Some of the sensors described above could also be grouped in a single case and installed inside the structures to be monitored according to the Technical Staff indications.
 Opportune installation kits shall be provided, in order to facilitate the measuring in the most suitable place among the indicated ones.
 Each sensor shall be provided with full accessories package.

5. ACQUISITION UNIT

Acquisition units	Units
To be placed in Djoser Pyramid	2
To be placed in n. 4 Tombs	4
To be replaced in Falcon Gallery	1
Total minimum units	n. 7

The Acquisition Unit is an instrumentation complex with its accessories, able to automatically manage measurements, by means of different sensors connected to it, as well as to memorize the detected data. The Acquisition Unit will be supplied with a control and programming Unit that also allows carrying out the system configuration and the measuring cycles setting.

The acquisition data unit shall be installed on a wall outside the tomb, on a support fixed to the ground. It is supplied with a direct sunrays protection.
 The connecting cables between sensors and unit shall be supplied with a PVC protection sheath or an electrical duct; for the inside installation of the cables the Technical Staff indications will be followed.

On the pole of the outside Acquisition Unit, the solar panel and its relative rechargeable battery 120A/h are also installed.

5.1. Basic features of the acquisition unit

The Acquisition Unit shall be composed by the following groups:

- “n” channels selection group realised with high isolation relays.
- Measuring group for tension and current operating analogical sensors 4-20mA.
- Measuring group for vibrating wire instruments
- Control Unit for the system configuration and the measurement programming.
- Memory unit for at least 5000 measures, not more than 8000 measures.
- Keyboard complete with alphanumeric display.
- Stand-by group.
- Signal input cable connection directly on relay board.
- Protection transzorber on signal input.
- Waterproof wall panel, protection type IP65, with inlet and outlet whipping cables
- GSM or GPRS modem
- RS232 o 485 door

The Acquisition Units must be of modular type, as described above, in order to allow a possible future implementation and connection to new instruments.

All the descriptions and all the command in firmware have to be present in English and Italian languages.

The unit will be supplied with a keyboard to set and program, at least, four different instrument groups. There is also the possibility to set the scanning times to be selected among the standard values (i.e. 2min., 5min., 20min., 1h., 6h., 12h., 24h.), that might be automatically managed from the system itself. The Acquisition Unit must also be able to recognize external PC signal, and must be able to be driven remotely as an interface, keeping anyway memorized its own programming when the conditions for automatic acquisition start again. The acquisition units shall be compatible with those already present in Saqqara archaeological site, which currently transmit data to the offices of the Directorate in which a special software, processes the received data for risk assessment. In order to do that, the awarded company shall commit itself to verify the compatibility with the software already present and ensure the networking of the newly imported units, with the system already installed.

Also under these conditions the Unit shall be able to keep saved the acquired data.

The Acquisition Unit shall be supplied with a Control Unit that will manage the whole system.

The Acquisition Unit panel shall be complete with a keyboard, an alphanumeric display to read out the measured values with alarms (if any), different messages related to the measuring cycles setting, the configuration steps, memory state indication (percentage value of full memory), the detail of the pre-selected data for channel configuration, etc.

The following is requested:

- Automatic operating, according to scanning sequences programmable via control unit keyboard.
- Interrogation and measurement of the single instrument or group of them, via control unit keyboard
- Manual and/or automatic operating via PC remote control

The manual measurements might be carried out from the user at any time, without affecting the automatic preset acquiring cycles. A stand-by operation is allowed.

The user shall be able to manually program the scanning cycles, at any time, according to the most appropriate conditions to the tomb to be investigated. The user may also set the data acquisition frequency, by programming a minimum quantity of four instrument groups.

In case of power failure, all programmed values, as well as current time and date are memorized and updated, thanks to the built-in buffered batteries that provide to power the relative circuits.

The Acquisition Unit shall also be provided with a **data memory group on static memory (FLASH), with 5000 (up to 8000) measurements capacity**. Data are then acquired via GSM modem by the central PC located in the office of the managing Director of Saqqara site and duly equipped with the relative software.

5.2. Keyboard Programming

The configuration of the single channel is effected via control unit keyboard, with the possibility to program the following features:

- Identification number setting
- Offset setting
- Instrumental “constant” setting
- Measurement unit setting
- Measurement representation setting
- Min/max alarm threshold control setting, for each single instrument
- Instrumental group setting
- Date and hour programming for measurement starting
- Clock setting
- Serial port parameters setting
- Single channel manual interrogation
- Channel group manual interrogation
- Measurement program activation via keyboard presetting
- Readout of the measured values: engineering or electrical units
- Miscellaneous.

5.3. Operating and testing

Before delivering the units, the supplier must carry out the following insulation and dielectric rigidity tests:

500 Volt between the RS232 input and output circuits

3000 Volt between the signal input and the ground

1500 Volt between the signal input and power supply

1500 V_{eff} between each relay contact and the ground

For the impulsive tests of each single measuring board input, protections via 1500 W transzorbors shall be adopted, 1 pulse/msec., response time 1×10^{-12} .

The unit must be of simple engineering, in order to allow an easy and rapid servicing. Any kind of problem shall be easily solved by changing the failure board. The unit shall carry out a self-test throughout its components. Particularly, the operating state of each single relay and the activation state (open/closed) must be checked. The relays self test must be activated both just before and after the measuring cycle.

The aim of the self-test is to be absolutely sure that the measuring group is correctly operating and the activated relay (closed contact) is exactly the programmed one, while all the others are open contacts.

Also the sensor group shall be checked, as much as possible, that is:

- Cable integrity; normal, short circuit, open,
- Line disturbances
- Signal amplitude
- Measurement overflow

Each single failure shall be displayed with an identification number.

5.4. Power Supply

Standard power supply of the Units shall be 12 Vcc.

The Units are feed via 220Vac, through a suitable transformer and protection group; a 50W solar panel group, complete with regulator and 100Ah rechargeable battery is foreseen as an auxiliary alimentation. The solar panel and its relative battery shall be installed on the supporting pole used for the Acquisition Unit. The 220Vac electric line is present at the location of each Acquisition Unit”

5.5- Software for portable and fixed-site PC

Each automatic acquisition unit for the meteo and static sensors shall be connected, via GSM or GPRS modem, to a PC which shall be placed in different remote station. The PC shall be equipped with appropriate software and shall have the following specification and/or able to carry out the following functions :

- Simple and easy to use interface via “tools bar”, menu and key buttons
- Full Windows 2000, XP compatible
- Security data back up, with user programmable frequency. Min. back-up frequency one per day, max. one per year
- File compression ability and multiple floppy disks spanning system, to easily export data
- Multiple configuration ability, each with its own configuration and data archives
- Double min/max threshold controls (alarm and pre-alarm thresholds)
- Single channel and/or group of channels interrogation, memory to be downloaded
- Possibility to set homogeneous group of channels together and to program a measurement frequency each group (min. 1 min./max 15 days)
- Possibility to mark one of these groups as “critical”; in case of alarm threshold exceeding value, the measurement recording frequency is automatically increased.
- Possibility to export data in ASCII and EXCEL formats
- Automatic archives creation with daily, monthly or yearly frequency, to be selected from the user
- Setting of passwords based security system for two different levels protection
- Double, English and Italian language support
- Possibility to save information and notes together with the recorded measurements
- Double possibility to configure and visualize “channels” and activated “peripheral” data; detailed view of each single item or screen view of the whole system (channels and instruments)
- Possibility to group more data files for a long term global analysis
- Possibility to import data in suitable compressed format
- Channels selection to be visualized in graphical format: the user can select the instrument to be screened simply by clicking the mouse on its image. The channel is chosen from a map graphical representation of the structures to be checked. It shall be possible to reproduce the instruments on the map with simple operation to be carried out from the user.
- Graphical representation of one or more channels
- Numerical representation with possibility to select the analyses interval
- Realisation of several synoptic panels with the indication of the position of the several instruments
- possibility to function a Web Server Platform to grant the access to the data via Internet also

Data shall be able to be stored in an Access Database, scheduled as the current data detected by SENTINEL, as per the following sample scheme:

Date	Time	Channel	Measure	Alarm
21/01/2006	09.30	13	±0,3245600	07
21/01/2006	09.30	14	±0,3566788	00
21/01/2006	09.35	13	±0,3325600	00
21/01/2006	09.35	14	±0,3566788	00
Etc.				
Etc.				

STRUCTURAL MONITORING ON ARCHAEOLOGICAL BUILDINGS

6. EXTENSOMETER

Extensometers no. 29	minimum quantity
To be placed in Djoser Pyramid	23
To be placed in Ibis Gallery	6
Total	29

The offer shall include installation accessories.

The Extensometer shall be: vibrating wire extensometer, spring model, range 10mm, accuracy 0,2% f.r., complete with junction panel for connecting the transmission cable. The instrument will be endowed with spherical joints for the application on the rock walls and it shall be directly fed by the acquisition unit.

7. CLINOMETER

	minimum quantity
Clinometer	10

Clinometers are MEMS model. Range of $\pm 15^\circ$, accuracy 0,1% f.r. complete with device to be connected on an horizontal wall. The instrument has a digital output in Modbus and allows the connection the main acquisition unit.

8. STRONG MOTION

	Total Unit
Strong Motion	4

STRONG MOTION SPECIFICATIONS:

- Full Scale ± 2 g (0.5, 1, 3, 4 g optional)
- Bandwidth DC 50 to 100 Hz (or 200 Hz)
- Dynamic Range > 120 dB
- Offset stability
- Temperature and drift compensation
- No installation adjustments required due to Digital Sensor Control (DSC)
- Robust suspension system
- Single Bolt Mounted Enclosure provides up to $\pm 10^\circ$ of Leveling Adjustment

8.1. Sensor Element

Type:	Force Balance Accelerometer
Dynamic Range:	>120 dB effective at ± 4 g full scale
Nonlinearity:	< 0.1 %
Hysteresis:	< 0.01 %
Cross Axis Sensitivity:	< 0.2 %
Bandwidth:	DC to 100 Hz
optional	DC to 50 or 200 Hz
Damping:	0.7 critical
Offset Drift:	100 $\mu\text{g} / ^\circ\text{C}$
Span Drift:	75 ppm / $^\circ\text{C}$
Full Scale Output:	0 \pm 10 V differential (20 Vpp)
optional	2.5 \pm 2.5 V single-ended (5Vpp)
	0 \pm 5 V differential (5 Vpp)
	0 to 20 mA current loop

8.2. Acquisition unit for strong motion sensors

8.2.1. Power Supply

Type:	Switched power supply
Internal battery:	Rechargeable, 12 VDC, 7.2 Ah
	Lead battery
Autonomy:	2 days divided by No. of RMC Cards
AC voltage:	80 - 264 VAC
DC voltage:	12 VDC
Power consumption:	1 W per RMC @ 12 VDC typically

8.2.2. Time Base

Standard clock accuracy:	20 ppm (10 min/year @ -10 $^\circ\text{C}$ to +50 $^\circ\text{C}$)
External time interfaces:	GPS

8.2.3. Indicators

Green:	AC Power LED
Green:	Run/Stop LED
Yellow:	Event/Memory LED
Red:	Warning/Error LED
LCD display:	User selectable choice of display parameters

8.2.4. Communication

Serial ports:	2 (1 for communication, 1 for GPS)
Baud rates:	1200, 2400, 4800, 9600, 38400, 57600, 115200
Communication protocol:	TG protocol
Protocol securities:	Checksum and software handshaking
Communication:	PC/RS-232 port or optional modem
Modem operations:	Auto Dial

8.2.5. TCP/IP Communication Option

A RS-232-TCP/IP device server shall be used, GNC are able to be seamlessly integrated in a TCP/IP computer network for instrument setup and data acquisition. Doing so each GNC-CR can be assigned a unique IP Address.

8.2.6. Environment / Housing

Operational temperature:	-20 °C to +70 °C
Storage temperature:	-40 °C to +85 °C
Humidity:	0 % to 100 % (non condensing)
Type:	Painted steel housing
Size up to 24 channels (4 x 3 axis or 12 x 1 axis):	600 x 575 x 370 mm
Size up to 48 channels (10 x 3 axis or 30 x 1 axis):	600 x 575 x 630 mm
Weight:	30 to 50 kg (incl. 7.2 Ah battery) depending on amount of channels
Protection:	IP54

8.2.7. Self Test

Permanently active, self monitoring and user selectable, periodical system test including comprehensive sensor, memory, filter, real time clock, battery level and hardware tests.

8.2.8. Digitizer

A/D Converter:	12 Bit, 16 Bit, 22 Bit, 24 Bit
Dynamic:	72, 96, 111, 130 dB
Sampling rates:	50 ⁱ , 100, 200, 250 ⁱⁱ SPS per channel
Bandwidth:	40% of sampling rate

8.2.9. Data Recording

Pre-event-Time:	1 to 30 seconds (120 for 24 Bit)
Post-event-Time:	1 to 100 seconds

8.2.10. Triggering

Level Triggering

Lower band limit:	0.1 Hz (20 dB / decade)
Upper band limit:	12 Hz (40 dB / decade)
Range:	0.1 to 100 % of full scale

STA/LTA Triggering

STA-Base:	0.1 to 10 seconds
LTA-Base:	1 to 100 seconds
STA/LTA-Ratio:	1 to 60 dB

8.2.11. On-Board Memory on Recording Module RMC-12 / 16 / 18 / 24:

Type:	2 GByte Flash Memory per module card
Recording time:	29 minutes per 2 Mbytes (12 / 18 Bit) 19 minutes per 2 Mbytes (18 / 24 Bit) (@ 3 channels, 200 SPS)

Updated graphical Windows-based application, running under Windows platform

8.3. General Tasks

- Setup of an instrument. One can change any parameters of an instrument.
- State of health (SOH) monitoring. The software performs permanent or periodical monitoring of an instrument status.
- Downloading of the event files from an instrument working as a recorder
- Off-line event data view and simple data analysis
- Support for serial data streams
- Logger features. GeoDAS keeps important messages in a log file.
- Real-time data viewer for an instrument, which provides serial data stream.

The Software has to be designed to meet all requirements with respect to almost every possible Application. The program has an open architecture not only for multiple local recorders connected to the standard serial port, but also for networking of local recorders, supporting modem and network communications, including communication via Internet (TCP/IP protocol). These features provide flexible interfacing between recorders and users irrespective of how far they are located from each other.

In addition to the features above, software allows all the Windows standard functionality to be used in an easy and intuitive way.

8.4. Data Analysis

The Data Analysis part of the software has to be developed especially for the strong motion, earthquake engineering and civil engineering data analysis and preliminary seismic analysis of recorded data. The following math operations are performed:

- Lowpass Filter
- Highpass Filter
- Baseline correction
- Integration
- Differentiation
- Vector Sum
- Cumulative Absolute Velocity (CAV)
- Time-domain Filtering
- Effective Values
- Damping
- Power Spectra
- FFT Magnitude
- Terzband Spectra
- Response Spectra
- JMA Intensity
- STA/LTA Ratio
- Signal Characteristics
- Analysis Templates

All the operations listed above are performed with the Off-line Data Viewer in a way that a user can see the result of every operation in the graphical format.

GROUND WATER TABLE MONITORING SYSTEM

9. GEOELECTRIC SYSTEM AND MULTIELECTRODE 32 CHANNELS

	Quantity
Removable Geoelectric system	2

	Quantity
Fixed Earth Resistivity Meter	2

The system shall be composed by:

- Acquisition unit 32 channels for the measurement of the resistivity of the ground
- With multi-electrode of four- poles techniques, expandable by external box
- From 16 up to a maximum of 256 electrodes, connectable as a series.

It has to be a modular combined system, very compact and versatile equipment for 24-channel/24-bit active and passive seismic PROSPECTIVEs, and geoelectrical PROSPECTIVEs using both the four-terminal network technique or the multi-electrode electrical tomography system.

The seismic or geoelectrical survey methods are easily selected from the main menu of a touch-screen colour display. Upon choosing the data acquisition system needed (single measurement or complete cycle), data retrieval is automatically performed by the push of one button.

10. FIX EARTH RESISTIVITY METER

Number of cable-connected electrodes: 16 to 256
 50 to 600 Volt direct-current output
 Built-in power generator: 60 Watt
 Measurement resolution: 100 microvolt
 External power unit (optional)
 Terminal connections M-N, A-B for standard cable landing
 Multi-electrode landing socket up to 256 electrodes

11. PIEZOMETRIC CELLS

	Quantity
Piezometric cells	40

The offer shall also include the following:

- Assistance during installation of instrumentation by factory personnel
- Assistance during testing and updating of the device and the software
- Excavation activities control
- All accessories included, ready to use after installation (included)
- Measurement field according to request

The piezometric cells shall be of vibrating wire model, range 0-30 Kg/scm, sensor sensitivity minimum 0.03%, minimum accuracy 0.2% f.r. The instrument will be completely welded No ORings, for sailing, will be accepted. The instrument is completed with filter, porosity 30micron and a junction panel for the connection to the transmission cable

DATA TRANSMISSION SYSTEM

12. GPRS TRANSMISSION SYSTEM

GPRS transmission data acquisition units and related software for the management of the system via Internet, including server hardware.

	Quantity
GPRS Transmission system with related software and hardware needed for full working capacity	1

SURVEYS PORTABLE INSTRUMENTATION

13. MOISTURE AND SALT CONTENT DETECTION PORTABLE INSTRUMENT

	Quantity
Portable instrumentation	4

The unit shall be of the latest technology and able to measure both the humidity on the walls and the degree of salinity.

Photographic analysis KIT

A kit of instruments shall be provided. The kit will include a software for the rectification of images, very useful for the monuments and building restitution and normalisation of the images.

	Quantity
Photographic analysis KIT	3

The **KIT**, is made by:

1. Software for graphic analysis and reassemble of high definition pictures;
2. Digital camera with one calibrated lens of 20 mm;
3. Portable Computer “laptop”
4. Digital total station for ground monitoring and data acquisition made of:
 - Total Automatic Station
 - Remote Control Unit with colour display
 - Smart Antenna
 - Interface Software and Geo Office Software

14. SOFTWARE FOR GRAPHIC ANALYSIS AND REASSEMBLE OF HIGH DEFINITION PICTURES

The software shall be able to transform a tilted photograph of a plane object in an orthogonal projection through a rectification procedure. Rectified images shall be able to be joined in order to create one single image. The image so obtained shall be metrically correct and fully usable for bi-dimensional measurements.

The software shall allow its use for all kind of images: Terrestrial, Aerial, Metric or Imperial, in Black and White, true colour or 256 colours, with no limits for the dimension of the images. The minimum accepted image format shall be: TIFF format, with the possibility to import and export JPEG, BMP or ECW images. The system shall allow direct scanning of images through any TWAIN interface.

The software shall be able to rectify images or mosaics in order to resample them according to the appropriate scale, to be subsequently plotted on external raster devices working in Windows environment. The detailed specifications are as follows:

- Rectified images or mosaics are in TIFF and they can be exported in BMP or JPEG format;
- Vector restitution can be visualised, imported and exported in DXF, DCT, RES, ASC formats.

The following characteristics are present:

- Parameters for the rectification are easily determinable;
- A mosaic reassembled image can be automatically carried out if rectification is done through control points.

- By using control points, different rectified images of the same object can be generated at the same scale and geo-referenced. Different scale can be obtained if the rectification is done by using the geometric procedure and the system shall allow to scale each single images;
- *A Graphic restitution shall be able to be obtained by using the mouse and following the contours of the objects.*
- The features can be edited on-line using a proper set of functions and allowing:
 - Entire deletion
 - Divide it into two parts
 - Delete one end
 - Delete of a part of a feature defined by two other features
 - Code Changing
 - Delete, shift and add a vertex
 - Construct a feature parallel to an already recorded feature.
 - Squaring of a features
 - Alignment of features
 - Snap
 - Spline
 - Hatching of features

15. DIGITAL CAMERA COMPLETED WITH ONE CALIBRATED LENS 20 MM.

The camera shall have the following minimum requirement:

- 12.0 megapixel (full-frame) CMOS sensor with high signal-to-noise ratio, wide dynamic range and minimum 10-channel readout;
- Minimum range of ISO 200 - 12800: extendable up to 100,000 (equivalent) with the Hi-3 setting and down to ISO 100 (equivalent) with the Lo-1 setting;
- 920,000 dot 3-inch VGA LCD monitor with wide, 170-degree viewing angle;
- Three Crop Modes: DX format 5:4 ratio and 1.2x. The DX crop mode can be automatically enabled when a DX lens is attached;
- Automatic JPEG compression;
- Free-noise mode;
- Highly accurate, durable Kevlar/carbon fibre-composite shutter;
- Durable Magnesium alloy body built to withstand the rigors of the harshest of environments;
- Wireless LAN and Ethernet support via optional Wireless Transmitter WT-4.

One compatible and appropriate calibrated lens of 20 mm shall be also provided.

16. PORTABLE COMPUTER “LAPTOP”

Characteristics:

Minimum requirements
 Double Processor 1.8 GHz
 RAM : DDR2 RAM (800 MHz) 3Gb expandable up to: 5 Gb
 12,1" WXGA with technology LED backlight (1.280 x 800)
 Graphic Adapter
 DVD-Super-Multi Double Layer Slim
 Hard Disk 250 GB

17. Digital total station for ground monitoring and data acquisition

17.1 Angle measurement

Accuracy (minimum requirement – standard deviation ISO 17123-3 or DIN 18723 or superior quality)

Hz, V: 2''

Display least count: 0.1'' (0.5 mgon)

Method: absolute, continuous, diametrical

Compensator

Working range: 4' (0.07 gon)

Setting accuracy: 1.0'' (0.3 gon)

Method: centralized dual axis compensator

17.2 Distance measurement with Reflector

Accuracy (standard deviation ISO 17123-4) / Measure time

Standard mode: +3mm+ 2ppm

Fast mode: +3mm+ 2ppm

Tracking mode: +10mm+2ppm

Averaging mode: 1 mm + 1.5 ppm

Display resolution: 0.1 mm

17.3 Distance measurement without Reflector

Accuracy / Measure time

Standard mode (minimum requirement – standard deviation ISO 17123-4)

0 m - 500 m: +3mm+2ppm

> 500 m: +10mm+2ppm

Atmospheric conditions: Object in shade, sky overcast (E)

Display resolution: 0.1 mm

Tracking mode

+10mm+2ppm

17.4 Distance measurement – Long Range

Method

Principle: System analyzer

Type: Coaxial, visible red laser

Carrier wave: 660 nm

Motorized Maximum speed

Rotating speed: 60°/sec

17.5 Power Search

Range

Standard prism (GPR1): 300 m (650 ft)

360° prism (GRZ4, GRZ122): 300 m (650 ft) (aligned to the instrument)

Mini prism (GMP101): 100 m (330 ft)

Shortest measuring distance: 1.5 m

Searching

Search time: Typ. < 15 s

Default search area: Hz: 400 gon V: 40 gon

Definable search windows: Yes

Method

Principle: Digital signal processing

Type: infrared laser

17.6 Guide Light**Range**

Working range: 10 m - 100 m or superior

Accuracy

Positioning accuracy: 6 cm at 100 m or higher accuracy

17.7 General data**Telescope**

Magnification: 28 x or superior

Free objective aperture: minimum 40 mm

Focusing range: 2.0 m to infinite

Data storage

Internal memory: 256 MB

Memory card: CompactFlash cards 256 MB

Number of data records: 1750 / MB

Interface: RS232 and Bluetooth

Laser plummet

Centering accuracy: 1.2 mm at 1.5 m (deviation from plumb line)

Laser dot diameter: 2.4 mm at 1.5 m

Endless drives

Number of drives: 1 horizontal / 1 vertical

Circular level

Sensitivity: 6' / 2 mm

Internal Battery

Operating time: 5 h or more

Environmental specifications

Working temperature range: -20°C to +50°C

Storage temperature range: -40°C to +70°C

Dust / water (IEC 60529): IP54

Humidity: 95%, non-condensing

17.8 Remote Control Unit**Communication**

Communication: via integrated radio modem

Environmental specifications

Working temperature range: -30°C to +65°

Storage temperature range: -40°C to +80°C

Dust / water (IEC 60529): IP67 IP67

Waterproof

17.9 Smart Antenna

Receiver technology: SmartTrack type - patented.
Discrete elliptical filters. Fast acquisition. Strong signal. Low noise.
Excellent tracking, even to low satellites and in adverse conditions.
Interference resistant.
Multipath mitigation.

17.10 Interface Software

User Interface

Graphics: Graphical representation of points, lines and areas

Application result plots

Icons: Icons indicating the current status of measure modes, settings, battery etc.
Quick settings menu: Quick settings menu for toggling reflectorless EDM, ATR, LOCK, EDM Tracking etc.
on and off;
Function keys: Direct function keys for quick and easy operation.
User menu: User menu for quick access of the most important functions and settings

Configuration

Configuration sets: Ability to store and transfer all instrument and application configuration settings for different operators, survey tasks etc;
Displays masks: User definable measurement display;
User menu: User definable menu for quick access to specific functions;
Hot keys: User configurable hot keys for quick access to specific functions;

Coding

Free Coding: Recording codes with optional attributes in between of measurements;
Thematical Coding: Coding points, lines and areas with optional attributes when measuring;
Quick Coding: Recording a measurement with a point, line, area or free code by entering an alphanumeric or a numerical quick code from a user defined codelist;
Line and area quick codes automatically create line and area objects;
Smart Coding: Provides another quick and easy way of selecting a code and measuring a point;
Simply use the touch screen to select the code from a user defined listing. This feature is integrated with all existing coding, linework and point measurement functionalities;
Line Work: Recording additional point information which effects creating lines, curves, splines, areas.

Data Management

Jobs: User definable jobs containing measurements, points, lines, areas and codes;
Directly transferable to the Office software;
Points, lines, areas: Creating, viewing, editing, and deleting points, lines and areas and codes;
Functions: Sorting and filtering of points, lines and areas;
Averaging of multiple points within user defined averaging limits.

Data Import & Export

Data import: Character delimited ASCII files with point id, easting, northing, height and point code;
Direct onboard upload of DXF files for interactive maps and drawings;
Data export: User defined ASCII files with measurements, points, lines, codes.

Office Software

User friendly, automated suite of programs for TPS, GNSS and Level data. The software shall be able to allow the view and management of TPS, GNSS and Level data in integrated way and to process and combine data. The management of the data shall take place in integrated manner. It should be compatible on running on Windows™ platforms.

COMMODITIES FOR THE EGYPTIAN MUSEUM

CONSERVATION AND RESTORATION LABORATORY EQUIPMENT

18. LOW-PRESSURE TABLE WITH HUMIDIFIER CHAMBER

The low-pressure table shall be made of stainless steel frame closed in its sides and fitted with a perforated screen at the top and provided with a tap for drainage of liquid products extracted from the grid. A vacuum gauge with valve shall be installed on the table to allow to control the vacuum level. The capacity of the vacuum pump shall be of 210 m³ / h, maximum vacuum 160 mbar.

The dome shall have:

- Two openings for inserting the hands and operating inside the closed table;
- A cool mist ultrasonic generator shall be also present;
- A filter for incoming air with dome closed is also present.

The HUMIDIFICATION BELL shall be made of thermoformed polycarbonate and mounted on a special metal frame. Supplied with sealing gasket and arms absorbers for a safe and gradual opening. The dome has two holes for the introduction of hands without opening the entire dome. On the back of the dome there is a hole for the humidifier and an air inlet to the filter.

Vacuum pump

Power: not less than 1,5 KW - 2800 round/min

Capacity: not less than 200 m³/h

maximum vacuum: not less than 150 mbar

Weight: 20 Kg

19. MODULAR AIR-CONDITIONED CELL

The cell shall be designed and fabricated as a modular air-conditioned cell for storing and preservation of valuable artefacts in the museum. The cell must ensure an atmosphere purified from any gaseous pollutant, it shall also be stable in both temperature and humidity. It shall be airtight with a large door with seals on all 4 sides. The cell must be equipped with mobile shelving racks placed on the longer side.

The parameters must be kept constant within the range of 15-20 °C and allow a 45/65% relative humidity during outside conditions ranging from 18-40 °C and 10/80% RH. The individual parameters must be set freely on their respective control units.

Required dimensions with an acceptable difference of + / - 5 cm.

External dimensions LxWxH: 215x155x235 cm.

Internal dimensions LXWXH: 203x143x223 cm.

Tight door: 120 cm

Wall thickness: 60 mm

Internal Shelving: 200x60cm for 14 shelves

Reference specification group of humidification:

Control field: % RH at 22 ° C 35/75

Tolerance at 22 ° C: + / - 3%

Supply voltage: 240 Hz V-50/60

Consumption (50% RH-21 ° C): max 70 W

Specification temperature control:

Control field: T 15-20 ° C

Tolerance at 18 ° C: + / - 2%

Supply voltage: 240 Hz V-50/60

Specifications of the chemical absorbance unit of polluting gases.

Absorbance unit Specifications

The chemical absorbance unit shall be made of a mixture of components based on permanganate / alumina and activated carbon.

Field of action: passive absorption from the air to remove gaseous pollutants VOC (volatile organic compounds) and gases such as SO₂, NO₂, O₃, H₂S and CH₃COOH.

Specifications of the cell structure:

- Panels: - Sandwich type with 2 Metals filled with rigid polyurethane foam;
- RAL 9010 pre-painted galvanized steel sheet, non-toxic paint thickness 30 microns more protective film.
- Minimum total thickness of the panel: 60 mm
- Insulating core: - CFC free polyurethane foam, density 41 Kg/m³ ± 10%,
- Initial coefficient of thermal conductivity $\lambda = 0.023 \text{ W / m K}$;
- percentage of closing of the cells 95%,
- Adhesion > 100 kPa,
- compression $\geq 50 \text{ Kpa}$,
- expanding agent R134A,
- field of application - 40 ° C to 60 ° C.
- Reaction to fire (Euro class) according to EN 13501-1:
 - Standard class Ds3d0;
- Door panel: - with 120x190 cm net opening hinge RH complete with handle and lock with key internal security luminescent safety;
- Structure: - PVC resin and with a honeycomb structure with universal docking system;
- Flooring: - galvanized steel sheet, rigid PVC film coated with 200 microns.
- Reinforced chipboard: - 10 mm thick.

20. LASER EQUIPMENT

Minimum requirements:

- Wavelength: 1064 nm, desirable double, or more, wavelength selectable 1064 / 532 nm
- Energy/pulse: 1000mJ @ 1.064 nm - 500 mJ @ 532 nm
- Repetition rate: 1-20 Hz
- Pulse duration: 6ns @1064 nm; 5 ns@532 nm;
- Laser head weight: maximum 25 kg
- Laser supply size: maximum 400 (W) x 880(H) x 100 (L) mm
- Laser supply weight: maximum 60 kg
- Beam delivery: optic fiber 600 mm long, up to 50 m and articulated arms, 7 mirrors for the double wavelength

21. PORTABLE μ -XRF SPECTROMETER

Minimum requirements:

GENERATING RX

- Rx generator with optimized anode (Au, Ag, Mo, W or Rh).
- Adjustable anodic voltage from 0 to 50kV.
- Anodic current from 0 to 200 μ A.

SENSOR

- Resolution: 130 eV @ Mn – K α line.
- Peak to background ratio: >7000.
- Peltier cooled.
- Optimum Shaping time: 1 - 3 μ s.

MULTICHANNEL ANALYZER

- Fast MCA data channel.
- High speed USB2 connection to the computer.
- Software for spectra visualization and calibration.

POSITIONING AND MONITOR

Red Laser for alignment.

Video CAMERA: Colour CCD camera

NOTEBOOK COMPUTER

Laptop computer with software Windows compatible.

Monitor 14 inches TFT.

Software for spectra analysis: semi-quantitative XRF software for hardware control and data evaluation

XYZ Stage

Light-weight tripod, suited for mobile use.

Battery power supply included.

22. HUMIDITY AND TEMPERATURE MONITOR (DATA LOGGER)

General specifications:

The Monitor shall be with real time logger, able to save the measuring data along the time information (year, month, date, hour, minute, second) into the SD memory card and able to be also downloaded to the Ms Excel. The monitor shall have a precision capacitance type humidity sensor, professional type with high accuracy. Minimum requirements:

Temperature sensor: NTC 10K Ω @ 25°C

RH Sensor: Capacitive 150pF @23°C and 30%RH

Measuring/Operating Range: Temperature: -30/+70°C instrument; -30/+100°C probe with cable

Relative Humidity: 5%...98%RH

Accuracy: Temperature: $\pm 0.3^\circ\text{C}$ in the 0...70°C

Relative Humidity: $\pm 2.5\%$ RH

Resolution: Temperature: 0.1°C

Relative Humidity: 0.1%RH

IP Protection: 54 instrument; 67 probe with cable

Number of channels: 2

Storing capacity: 100.000 measurements

Reading Interval: Selectable among 1, 5, 10, 15, 30sec, 1, 5, 10, 15, 30min, 1hour

PC interface and USB converter: Through a passive optoisolated RS232 serial port, 9600 bauds

Software: included

Display modes: 3 1/2 digit LCD, low battery symbol, 4 indicators of functional

Power Supply: Replaceable lithium battery, with typical life of approximately 3 years

SPARE PARTS REQUESTED*:

The amount for the lot of spare parts and/or consumables requested by the Contracting Authority is equal to 10% of the value of the above-mentioned commodities.

***The amount of spare parts offered contributes to increase the Offer Price of the Tenderer and according to clause 1.2 of the Instruction to Tenderers, it may be included in the calculation of the scoring for the envelope C 'Financial Offer' but it is not included in the calculation of the scoring in envelope B 'Technical Offer', consequently it affects the final score of the offer. Any non requested spare part, or extra amount offered respect the requirement in this page, shall be able to affect the final score, reducing it accordingly because of the higher price of the total offer. Upon opening of the financial offer, within the exception indicated in clause 1.2 of the Instruction to Tenderers, the amount for spare parts cannot be deducted by the Contracting Authority for score calculations but the Offer Price in full will be compared with other offers, according to the rules of the scoring system. The control by the Evaluation Committee about the spare parts offered, only refers to the presence of the above mentioned list which shall be specified in the Financial Offer in the form of an itemized price list. If the list of spare parts is not filled by the Contracting Authority, the Tenderer is free to offer the spare parts which deems necessary to complete the overall supply according to the rule of this Tender giving full details in the itemized price lists.**

All items must be 100% respondent to the technical specifications.

The Consignee, through the Contracting Authority has produced the following matrix for the analysis of the commodities technical specifications. The Tenderers are requested to answer Yes or Not:

1-YES/NOT matrix - Equipment Specifications for Archaeological site monitoring system

1. Sensors	Yes	No	Notes
The "sensors" is a set of instrumentation, complete with accessories, able to modify its "state" according to the changes of the parameter to be measured and that supply a proportional electrical signal accordingly.			
The set includes installation accessories.			
The Thermometer for inside air temperature measurements is manufactured according to the following specifications:			
Transducer: thermo-resistance PT100 or thermistor			
Measuring Range: - 50°C - +80°C			
Accuracy: +/-0,1°C			
Sensibility: 0,01°C			
Output Signal: resistance change or 0/1Vcc o 4/20mA			
Made of plastic material with stainless steel screws.			
The Hygrometer for inside relative humidity measurements is manufactured according to the following specifications:			
Transducer: capacitive			
Measuring Range: 0/100%			
Accuracy: +/-2% full scale			
Sensibility: +/-0,5%			
Output Signal: 0/1Vcc o 4/20mA			
Operating Temperature: -20/+80°C			
It is made of plastic material with stainless steel screws.			
The Carbon Oxide meter for inside CO2 measurements is manufactured according to the following specifications:			
Incorporates Sensor - silicon based NDIR sensor			
IP65 (NEMA 4) protected probe against dust and spray water			
Interchangeable probes			
Measurement range: 0 ... 2% CO ₂			
Accuracy at +25 °C (+77 °F) against certified factory references (incl. repeatability and			

calibration uncertainty): $\leq \pm [0.02\% \text{ CO}_2 + 2 \% \text{ of reading}]$			
No linearity: $\leq \pm [20 \text{ ppm CO}_2 + 2 \% \text{ of reading}]$			
Operating environment			
Temperature: -20 ... +60 °C (-4 ... +140 °F)			
Relative humidity (probe only): 0 ... 100 %RH, no-condensing			
Inputs and outputs			
Operating voltage: 11...20 VDC or 18 ...30 VDC			
Power consumption: $< 2.5 \text{ W}$ Outputs: 4 ... 20 mA			
Weight: max. 180 g Probe housing material: PC plastic			
Housing classification (probe only): IP65 (NEMA 4)			
The wall temperature meter (Pyrometer) – manual portable model is manufactured according to the following specifications:			
Emissive setting: 0,199 to 0,996 in steps of 0,0039			
Linearity: $\leq 2 \text{ }^\circ\text{C}$			
Ambient temperature: 0°C- 65 °C			
Housing material: stainless steel			
Weight: 0,3 Kg			
Protection: IP 65			
Opportune installation kits is provided, in order to facilitate the measuring in the most suitable place among the indicated ones.			
Each sensor is provided with full accessories package.			
2. ACQUISITION UNIT			
2.1. The Acquisition Unit is able to automatically manage measurements, by means of different sensors connected to it, as well as to memorize the detected data.			
The Acquisition Unit is supplied with a control and programming Unit that also allows carrying out the system configuration and the measuring cycles setting.			
The acquisition data unit will be installed on a wall outside the tomb, on a support fixed to the ground. It is supplied with a direct sunrays protection.			
The connecting cables between sensors and unit is supplied with a PVC protection sheath or an electrical duct.			
On the pole of the outside Acquisition Unit, the solar panel and its relative rechargeable battery			

120A/h are also installed.			
The Acquisition Unit is composed by the following groups:			
- "n" channels selection group realised with high isolation relays.			
- Measuring group for tension and current operating analogical sensors 4-20mA.			
- Measuring group for vibrating wire instruments			
- Control Unit for the system configuration and the measurement programming.			
- Memory unit for at least 5000 measures, not more than 8000 measures.			
- Keyboard complete with alphanumeric display.			
- Stand-by group.			
- Signal input cable connection directly on relay board.			
- Protection transzorber on signal input.			
- Waterproof wall panel, protection type IP65, with inlet and outlet whipping cables			
- GSM or GPRS modem			
- RS232 o 485 door			
The Acquisition Units is of modular type, as described above, in order to allow a possible future implementation and connection to new instruments.			
All the descriptions and all the command in firmware are present in English and Italian languages.			
The unit is supplied with a keyboard to set and program, at least, four different instrument groups. There is also the possibility to set the scanning times to be selected among the standard values (i.e. 2min., 5min., 20min., 1h., 6h., 12h., 24h.), that might be automatically managed from the system itself.			
The Acquisition Unit is able to recognize external PC signal, and also able to be driven remotely as an interface, keeping anyway memorized its own programming when the conditions for automatic acquisition start again.			
Under every conditions the unit is able to keep saved the acquired data.			
The Acquisition Unit is supplied with a Control Unit that will manage the whole system.			
The Acquisition Unit panel is complete with a keyboard, an alphanumeric display to read out the measured values with alarms (if any), different messages related to the measuring cycles setting, the configuration steps, memory state indication (percentage value of full memory), the detail of the pre-selected data for channel configuration, etc.			

The following requirements are fulfilled:		
- Automatic operating, according to scanning sequences programmable via control unit keyboard.		
- Interrogation and measurement of the single instrument or group of them, via control unit keyboard		
- Manual and/or automatic operating via PC remote control		
The user is able to manually program the scanning cycles, at any time, according to the most appropriate conditions to the tomb to be investigated.		
The user may also set the data acquisition frequency, by programming a minimum quantity of four instrument groups.		
In case of power failure, all programmed values, as well as current time and date, are memorized and updated, thanks to the built-in buffered batteries that provide to power the relative circuits.		
The Acquisition Unit is provided with a data memory group on static memory (FLASH), with 5000 (up to 8000) measurements capacity. Data are then acquired via GSM modem by the central PC located in the office of the managing Director of Saqqara site and duly equipped with the relative software.		
2.2. Keyboard Programming		
The configuration of the single channel is effected via control unit keyboard, with the possibility to program the following features:		
- Identification number setting		
- Offset setting		
- Instrumental "constant" setting		
- Measurement unit setting		
- Measurement representation setting		
- Min/max alarm threshold control setting, for each single instrument		
- Instrumental group setting		
- Date and hour programming for measurement starting		
- Clock setting		
- Serial port parameters setting		
- Single channel manual interrogation		
- Channel group manual interrogation		

- Measurement program activation via keyboard presetting			
- Readout of the measured values: engineering or electrical units			
- Miscellaneous.			
2.3. Operating and testing			
Before delivering the units, the supplier will carry out the following insulation and dielectric rigidity tests according to what indicated in the technical specifications:			
500 Volt between the RS232 input and output circuits			
3000 Volt between the signal input and the ground			
1500 Volt between the signal input and power supply			
1500 Veff between each relay contact and the ground			
2.4. Power Supply			
Standard power supply of the Units is 12 Vcc.			
The Units are fed via 220Vac, through a suitable transformer and protection group;			
A 50W solar panel group, complete with regulator and 100A/h rechargeable battery is provided as an auxiliary alimentation.			
The solar panel and its relative battery is installed on the supporting pole used for the Acquisition Unit. The 220Vac electric line is present at the location of each Acquisition Unit”			
2.5- Software for portable and fixed-site PC			
Each automatic acquisition unit for the meteo and static sensors is connectable, via GSM or GPRS modem, to a PC which shall be placed in different remote station.			
The Pc is equipped with appropriate software and has the following specification and/or able to carry out the following functions :			
- Simple and easy to use interface via “tools bar”, menu and key buttons			
- Full Window 2000, XP compatible			
- Security data back up, with user programmable frequency. Min. back-up frequency one per day, max. one per year			
- File compression ability and multiple floppy disks spanning system, to easily export data			
- Multiple configuration ability, each with its own configuration and data archives			
- Double min/max threshold controls (alarm and pre-alarm thresholds)			
- Single channel and/or group of channels interrogation, memory to be downloaded			

- Possibility to set homogeneous group of channels together and to program a measurement frequency each group (min. 1 min./max 15 days)			
- Possibility to mark one of these groups as “critical”; in case of alarm threshold exceeding value, the measurement recording frequency is automatically increased.			
- Possibility to export data in ASCII and EXCEL formats			
- Automatic archives creation with daily, monthly or yearly frequency, to be selected from the user			
- Setting of passwords based security system for two different levels protection			
- Double, English and Italian language support			
- Possibility to save information and notes together with the recorded measurements			
- Double possibility to configure and visualize “channels” and activated “peripheral” data; detailed view of each single item or screen view of the whole system (channels and instruments)			
- Possibility to group more data files for a long term global analysis			
- Possibility to import data in suitable compressed format			
- Channels selection to be visualized in graphical format: the user can select the instrument to be screened simply by clicking the mouse on its image. The channel is chosen from a map graphical representation of the structures to be checked. It shall be possible to reproduce the instruments on the map with simple operation to be carried out from the user.			
- Graphical representation of one or more channels			
- Numerical representation with possibility to select the analyses interval			
- Realisation of several synoptic panels with the indication of the position of the several instruments			
- possibility to function a Web Server Platform to grant the access to the data via Internet also			
3. EXTENSOMETERS			
The offer includes installation accessories.			
The Extensometer is: vibrating wire extensometer, spring model, range 10mm, accuracy 0,2% f.r., complete with junction panel for connecting the transmission cable.			
The instrument is also endowed with spherical joints for the application on the rock walls and it shall be directly fed by the acquisition unit.			

4. CLINOMETERS		
Clinometers are MEMS model. Range of $\pm 15^\circ$, accuracy 0,1% f.r., complete with device to be connected on an horizontal wall.		
The instrument has a digital output in Modubus and allows the connection the main acquisition unit.		
5. STRONG MOTION		
5.1. STRONG MOTIONS SPECIFICATIONS is manufactured according to the following specifictions:		
▪ Full Scale ± 2 g (0.5, 1, 3, 4 g optional)		
▪ Bandwidth DC to 100 Hz (50 or 200 Hz)		
▪ Dynamic Range > 120 dB		
▪ Offset stability		
▪ Temperature and drift compensation		
▪ No installation adjustments required due to Digital Sensor Control (DSC)		
▪ Robust suspension system		
▪ Single Bolt Mounted Enclosure provides up to $\pm 10^\circ$ of Levelling Adjustment		
5.1. Sensor Element		
Type: Force Balance Accelerometer		
Dynamic Range: >120 dB effective at ± 4 g full scale		
Nonlinearity: < 0.1 %		
Hysteresis: < 0.01 %		
Cross Axis Sensitivity: < 0.2 %		
Bandwidth: DC to 100 Hz optional DC to 50 or 200 Hz		
Damping: 0.7 critical		
Offset Drift: 100 ug / °C		
Span Drift: 75 ppm / °C		
Full Scale Output: 0 ± 10 V differential (20 Vpp)		
optional 2.5 ± 2.5 V single-ended (5Vpp) 0 ± 5 V differential (5 Vpp) 0 to 20 mA current loop		

5.2. Acquisition unit for strong motion sensors			
Power Supply, the following specifications are present:			
Type: Switched power supply			
Internal battery: Rechargeable, 12 VDC, 7.2 Ah Lead battery			
Autonomy: 2 days divided by No. of RMC Cards			
AC voltage: 80 - 264 VAC			
DC voltage: 12 VDC			
Power consumption: 1 W per RMC @ 12 VDC typically			
Time Base			
Standard clock accuracy: 20 ppm (10 min/year at -10 °C to +50 °C)			
External time interfaces: GPS			
Indicators			
Green: AC Power LED			
Green: Run/Stop LED			
Yellow: Event/Memory LED			
Red: Warning/Error LED			
LCD display: User selectable choice of display parameters			
Communication			
Serial ports: 2 (1 for communication, 1 for GPS)			
Baud rates: 1200, 2400, 4800, 9600, 38400, 57600, 115200			
Communication protocol: TG protocol			
Protocol securities: Checksum and software, handshaking			
Communication: PC/RS-232 port or optional modem			
Modem operations: Auto Dial			
TCP/IP Communication Option			
A RS-232-TCP/IP device server is used, GNC are able to be seamlessly integrated in a TCP/IP computer network for instrument setup and data acquisition. Doing so each GNC-CR can be assigned a unique IP Address.			

Environment / Housing		
Operational temperature: -20 °C to +70 °C		
Storage temperature: -40 °C to +85 °C		
Humidity: 0 % to 100 % (non condensing)		
Type: Painted steel housing		
Size up to 24 channels (4 x 3 axis or 12 x 1 axis): 600 x 575 x 370 mm		
Size up to 48 channels 10 x 3 axis or 30 x 1 axis): 600 x 575 x 630 mm		
Weight: 30 to 50 kg (incl. 7.2 Ah battery) depending on amount of channels		
Protection: IP54		
Self Test		
The test is permanently active, self monitoring and user selectable, periodical system test including comprehensive sensor, memory, filter, real time clock, battery level and hardware tests.		
Digitizer		
A/D Converter: 12 Bit, 16 Bit, 22 Bit, 24 Bit		
Dynamic: 72, 96, 111, 130 dB		
Sampling rates: 50, 100, 200, 250 SPS per channel		
Bandwidth: 40% of sampling rate		
Data Recording		
Pre-event-Time: 1 to 30 seconds (120 for 24 Bit)		
Post-event-Time: 1 to 100 seconds		
Triggering		
Level Triggering		
Lower band limit: 0.1 Hz (20 dB / decade)		
Upper band limit: 12 Hz (40 dB / decade)		
Range: 0.1 to 100 % of full scale		
STA/LTA Triggering		
STA-Base: 0.1 to 10 seconds		
LTA-Base: 1 to 100 seconds		

STA/LTA-Ratio: 1 to 60 dB			
On-Board Memory on Recording Module RMC-12 / 16 / 18 / 24:			
Type: 2 GByte Flash Memory per module card			
Recording time: 29 minutes per 2 Mbytes (12 / 18 Bit) 19 minutes per 2 Mbytes (18 / 24 Bit) (@ 3 channels, 200 SPS)			
Updated graphical Microsoft Windows-based application, running under Windows is present.			
5.3. General Tasks			
The Software is designed to meet all requirements with respect to the technical specifications.			
5.4. Data Analysis			
The Data Analysis part of the software is specially developed for the strong motion, earthquake engineering and civil engineering data analysis and preliminary seismic analysis of recorded data.			
The following math operations are performed:			
- Lowpass Filter			
- Highpass Filter			
- Baseline correction			
- Integration			
- Differentiation			
- Vector Sum			
- Cumulative Absolute Velocity (CAV)			
- Time-domain Filtering			
- Effective Values			
- Damping			
- Power Spectra			
- FFT Magnitude			
- Terzband Spectra			
- Response Spectra			
- JMA Intensity			
- STA/LTA Ratio			
- Signal Characteristics			

- Analysis Templates			
All the operations can be performed with the Off-line Data Viewer in a way that a user can see the result of every operation in the graphical format.			
6. GEOELECTRIC SYSTEM AND MULTIELECTRODE 32 CHANNELS			
The system is composed by:			
-Acquisition unit 32 channels for the measurement of the resistivity of the ground			
-With multi-electrode or four- poles techniques, expandable by external box			
-From 16 up to a maximum of 256 electrodes, connectable as a series.			
It is a modular combined system, very compact and versatile equipment for 24-channel/24-bit active and passive seismic PROSPECTIVES, and geoelectrical PROSPECTIVES using both the four-terminal network technique or the multi-electrode electrical tomography system. The seismic or geoelectrical survey methods are easily selected from the main menu of a touch-screen colour display.			
Upon choosing the data acquisition system needed (single measurement or complete cycle), data retrieval is automatically performed by the push of one button.			
The FIX EARTH RESISTIVITY METER is manufactured according to the following specifications:			
Number of cable-connected electrodes: 16 to 256 50 to 600 Volt direct-current output Built-in power generator: 60 Watt Measurement resolution: 100 microvolt External power unit (optional) Terminal connections M-N, A-B for standard cable landing Multi-electrode landing socket up to 256 electrodes			
7. PIEZOMETRIC CELLS			
The piezometric are of vibrating wire model, range 0-30 Kg/scm, accuracy 0,2% f.r.			
The instrument is completely welded, with No Orings, for sailing.			
The instrument is completed with filter, porosity 30micron and a junction panel for the connection to the transmission cable			
The offer also include the following:			
Assistance during installation of instrumentation by factory personnel			
Assistance during testing and updating of the device and the software			
Excavation activities control			

Accessories installation			
8. GPRS Transmission system			
GPRS transmission data acquisition units and related software for the management of the system via Internet, including server hardware are provided.			
9. Moisture and sald content detection portable instrument			
The unit is of latest technology and able to measure both the humidity on the walls and the degree of salinity.			
10. Photographic analysis KIT			
A kit of instruments is provided.			
The kit includes a software for the rectification of images, useful for the monuments and building restitution and normalisation of the images.			
The KIT , is made by:			
-Software for graphic analysis and reassemble of high definition pictures;			
-Digital camera with one calibrated lens of 20 mm;			
-Portable Computer “laptop”			
-Digital total station for ground monitoring and data acquisition made of: <ul style="list-style-type: none"> ▪ Total Automatic Station ▪ Remote Control Unit with colour display ▪ Smart Antenna ▪ Interface Software and Geo Office Software 			
The Software for graphic analysis and reassemble of high definition pictures has the following specifications:			
The software is able to transform a tilted photograph of a plane object in an orthogonal projection through a rectification procedure.			
Rectified images shall be able to be joined in order to create one single image. The image so obtained shall be metrically correct and fully usable for bi-dimensional measurements.			
The software allows its use for all kind of images: Terrestrial, Aerial, Metric or Imperial, in Black and White, true colour or 256 colours, with no limits for the dimension of the images.			
The minimum accepted image format are: TIFF format, with the possibility to import and export JPEG, BMP or ECW images. The system shall allow direct scanning of images through any TWAIN interface.			
The software is able to rectify images or mosaics in order to resample them according to the appropriate scale, to be subsequently plotted on external raster devices working in Windows environment.			

The detailed specifications are as follows:		
<ul style="list-style-type: none"> Rectified images or mosaics are in TIFF and they can be exported in BMP or JPEG format; 		
<ul style="list-style-type: none"> Vector restitution can be visualised, imported and exported in DXF, DCT, RES, ASC formats. 		
The following characteristics are also present:		
<ul style="list-style-type: none"> Parameters for the rectification are easily determinable; 		
<ul style="list-style-type: none"> A mosaic reassembled image can be automatically carried out if rectification is done through control points. 		
<ul style="list-style-type: none"> By using control points, different rectified images of the same object can be generated at the same scale and geo-referenced. Different scale can be obtained if the rectification is done by using the geometric procedure and the system shall allow to scale each single images; 		
<ul style="list-style-type: none"> <i>A Graphic restitution shall be able to be obtained by using the mouse and following the contours of the objects.</i> 		
<ul style="list-style-type: none"> The features can be edited on-line using a proper set of functions and allowing: 		
- Entire deletion		
- Divide it into two parts		
- Delete one end		
- Delete of a part of a feature defined by two other features		
- Code Changing		
- Delete, shift and add a vertex		
- Construct a feature parallel to an already recorded feature.		
- Squaring of a features		
- Alignment of features		
- Snap		
- Spline		
- Hatching of features		
The Digital Camera completed with one calibrated lens 20 mm. Has the following specifications:		
The camera has the following minimum requirement:		
12.0 megapixel (full-frame) CMOS sensor with high signal-to-noise ratio, wide dynamic range and minimum 10-channel readout;		

Minimum range of ISO 200 – 12800: extendable up to 100,000 (equivalent) with the Hi-3 setting and down to ISO 100 (equivalent) with the Lo-1 setting;			
920,000 dot 3-inch VGA LCD monitor with wide, 170-degree viewing angle;			
Three Crop Modes: DX format 5:4 ratio and 1.2x. The DX crop mode can be automatically enabled when a DX lens is attached;			
Automatic JPEG compression;			
Free-noise mode;			
Highly accurate, durable Kevlar/carbon fibre-composite shutter;			
Durable Magnesium alloy body built to withstand the rigors of the harshest of environments;			
Wireless LAN and Ethernet support via optional Wireless Transmitter WT-4.			
One compatible and appropriate calibrated lens of 20 mm is also provided.			
The portable Computer “laptop” presents the following minimum requirements :			
Double Processor 1.8 GHz RAM : DDR2 RAM (800 MHz) 3Gb expandable up to: 5 Gb 12,1” WXGA with technology LED backlight (1.280 x 800) Graphic Adapter DVD-Super-Multi Double Layer Slim Hard Disk 250 GB			
The Digital total station for ground monitoring and data acquisition has the following specifications:			
Angle measurement is manufactured according to the following requirements:			
Accuracy: (minimum requirement – standard deviation ISO 17123-3 or DIN 18723 or superior quality)			
Hz, V: 2”			
Display least count: 0.1“ (0.5 mgon)			
Method: absolute, continuous, diametrical			
The Compensator has the following specifications:			
Working range: 4’ (0.07 gon)			
Setting accuracy: 1.0” (0.3 gon)			
Method: centralized dual axis compensator			
The Distance measurement with Reflector has the following specifications:			
Accuracy: (standard deviation ISO 17123-4) / Measure time			

Standard mode: $\pm 3\text{mm} + 2\text{ppm}$			
Fast mode: $\pm 3\text{mm} + 2\text{ppm}$			
Tracking mode: $\pm 10\text{mm} + 2\text{ppm}$			
Averaging mode: 1 mm + 1.5 ppm			
Display resolution: 0.1 mm			
The Distance measurement without Reflector has the following specifications:			
Accuracy / Measure time			
Standard mode (minimum requirement – standard deviation ISO 17123-4)			
0 m – 500 m: $\pm 3\text{mm} + 2\text{ppm}$			
> 500 m: $\pm 10\text{mm} + 2\text{ppm}$			
Atmospheric conditions: Object in shade, sky overcast (E)			
Display resolution: 0.1 mm			
Tracking mode			
$\pm 10\text{mm} + 2\text{ppm}$			
Distance measurement – Long Range			
Method			
Principle: System analyzer			
Type: Coaxial, visible red laser			
Carrier wave: 660 nm			
Motorized Maximum speed			
Rotating speed: $60^\circ/\text{sec}$			
The Power Search has the following specifications:			
Range			
Standard prism (GPR1): 300 m (650 ft)			
360° prism (GRZ4, GRZ122): 300 m (650 ft) (aligned to the instrument)			
Mini prism (GMP101): 100 m (330 ft)			
Shortest measuring distance: 1.5 m			
Searching			
Search time: Typ. < 15 s			

Default search area: Hz: 400 gon V: 40 gon			
Definable search windows: Yes			
Method			
Principle: Digital signal processing			
Type: infrared laser			
The Guide Light has the following specifications:			
Range: Working range: 10 m - 100 m or superior			
Accuracy: Positioning accuracy: 6 cm at 100 m or higher accuracy			
General data			
The Telescope has the following specifications:			
Magnification: 28 x or superior			
Free objective aperture: minimum 40 mm			
Focusing range: 2.0 m to infinite			

The Data storage has the following specifications:			
Internal memory: 256 MB			
Memory card: CompactFlash cards 256 MB			
Number of data records: 1750 / MB			
Interface: RS232 and Bluetooth			
The Laser plummet has the following specifications:			
Centering accuracy: 1.2 mm at 1.5 m (deviation from plumb line)			
Laser dot diameter: 2.4 mm at 1.5 m			
The Endless drives has the following specifications:			
Number of drives: 1 horizontal / 1 vertical			
The Circular level has the following specifications:			
Sensitivity: 6' / 2 mm			
The Internal Battery has the following specifications:			
Operating time: 5 h or more			

Environmental specifications			
Working temperature range: -20°C to +50°C			
Storage temperature range: -40°C to +70°C			
Dust / water (IEC 60529): IP54			
Humidity: 95%, non-condensing			
Remote Control Unit			
The Communication has the following specifications:			
Communication: via integrated radio modem			
Environmental specifications			
Working temperature range: -30°C to +65°			
Storage temperature range: -40°C to +80°C			
Dust / water (IEC 60529): IP67 IP67			
Waterproof			
The Smart Antenna has the following specifications:			
Receiver technology: SmartTrack - patented.			
Discrete elliptical filters. Fast acquisition. Strong signal. Low noise.			
Excellent tracking, even to low satellites and in adverse conditions.			
Interference resistant.			
Multipath mitigation.			
Interface Software			
The User Interface has the following specifications:			
Graphics: Graphical representation of points, lines and areas			
The Application result plots has the following specifications:			
Icons: Icons indicating the current status of measure modes, settings, battery etc.			
Quick settings menu: Quick settings menu for toggling reflectorless EDM, ATR, LOCK, EDM Tracking etc.			
on and off;			
Function keys: Direct function keys for quick and easy operation.			
User menu: User menu for quick access of the most important functions and settings			

The Configuration has the following specifications:		
Configuration sets: Ability to store and transfer all instrument and application configuration settings for different operators, survey tasks etc;		
Displays masks: User definable measurement display;		
User menu: User definable menu for quick access to specific functions;		
Hot keys: User configurable hot keys for quick access to specific functions;		
The Coding has the following specifications:		
Free Coding: Recording codes with optional attributes in between of measurements;		
Thematical Coding: Coding points, lines and areas with optional attributes when measuring;		
Quick Coding: Recording a measurement with a point, line, area or free code by entering an alphanumeric or a numerical quick code from a user defined codelist;		
Line and area quick codes automatically create line and area objects;		
Smart Coding: Provides another quick and easy way of selecting a code and measuring a point;		
Simply use the touch screen to select the code from a user defined listing. This feature is integrated with all existing coding, linework and point measurement functionalities;		
Line Work: Recording additional point information which effects creating lines, curves, splines, areas.		
The Data Management has the following specifications:		
Jobs: User definable jobs containing measurements, points, lines, areas and codes;		
Directly transferable to the Office software;		
Points, lines, areas: Creating, viewing, editing, and deleting points, lines and areas and codes;		
Functions: Sorting and filtering of points, lines and areas;		
Averaging of multiple points within user defined averaging limits.		
The Data Import & Export has the following specifications:		
Data import: Character delimited ASCII files with point id, easting, northing, height and point code;		
Direct onboard upload of DXF files for interactive maps and drawings;		
Data export: User defined ASCII files with measurements, points, lines, codes.		
The Office Software has the following specifications:		
User friendly, automated suite of programs for TPS, GNSS and Level data.		

The software is able to allow the view and management of TPS, GNSS and Level data in integrated way and to process and combine data.			
The management of the data takes place in integrated manner.			
It is compatible on running on Windows™ platforms.			
11. Low-pressure table with humidifier chamber			
The low-pressure table is made of stainless steel frame closed in its sides and fitted with a perforated screen at the top and provided with a tap for drainage of liquid products extracted from the grid.			
A vacuum gauge with valve shall be installed on the table to allow to control the vacuum level. The capacity of the vacuum pump is of 210 m ³ / h, maximum vacuum 160 mbar.			
The dome has:			
Two openings for inserting the hands and operating inside the closed table;			
A cool mist ultrasonic generator			
A filter for incoming air with dome closed			
The HUMIDIFICATION BELL is made of thermoformed polycarbonate and mounted on a special metal frame. Supplied with sealing gasket and arms absorbers for a safe and gradual opening. The dome has two holes for the introduction of hands without opening the entire dome. On the back of the dome there is a hole for the humidifier and an air inlet to the filter.			
Vacuum pump			
Power: not less than 1,5 KW - 2800 round/min			
Capacity: not less than 200 m ³ /h			
Maximum vacuum: not less than 150 mbar			
12. Modular air-conditioned cell			
The cell is designed and fabricated as a modular air-conditioned cell for storing and preservation of valuable artefacts in the museums. The cell ensures an atmosphere purified from any gaseous pollutants, it shall also be stable in both temperature and humidity. It is airtight with a large door with seals on all 4 sides and it's equipped with mobile shelving racks placed on the longer side.			
The parameters are kept constant within the range of 15-20 ° C and allow a 45/65% relative humidity during outside conditions ranging from 18-40 ° C and 10/80% RH. The individual parameters can be set freely on their respective control units.			
Dimensions with an acceptable difference of + / - 5 cm.			
External dimensions LxWxH: 215x155x235 cm.			
Internal dimensions LXWXH: 203x143x223 cm.			
Tight door: 120 cm			

Wall thickness: 60 mm			
Internal Shelving: 200x60cm for 14 shelves			
Reference specification group of humidification:			
Control field: % RH at 22 ° C 35/75			
Tolerance at 22 ° C: + / - 3%			
Supply voltage: 240 Hz V-50/60			
Consumption (50% RH-21 ° C): max 70 W			
Specification temperature control:			
Control field: T 15-20 ° C			
Tolerance at 18 ° C: + / - 2%			
Supply voltage: 240 Hz V-50/60			
Specifications of the chemical absorbance unit of polluting gases.			
Absorbance unit Specifications			
The chemical absorbance unit shall be made of a mixture of components based on permanganate / alumina and activated carbon.			
Field of action: passive absorption from the air to remove gaseous pollutants VOC (volatile organic compounds) and gases such as SO ₂ , NO ₂ , O ₃ , H ₂ S and CH ₃ COOH.			
Specifications of the cell structure:			
Panels:			
- Sandwich type with 2 Metals filled with rigid polyurethane foam;			
- RAL 9010 pre-painted galvanized steel sheet, non-toxic paint thickness 30 microns more protective film.			
- Minimum total thickness of the panel: 60 mm			
Insulating core:			
- CFC free polyurethane foam, density 41 Kg/m ³ ± 10%,			
- percentage of closing of the cells 95%,			
- Adhesion > 100 kPa,			
- compression ≥ 50 Kpa,			
- expanding agent R134A,			
- field of application - 40 ° C to 60 ° C.			
Reaction to fire (Euro class) according to EN 13501-1:			
- Standard class Ds3d0;			
Door panel: with 120x190 cm net opening hinge RH complete with handle and lock with key internal security luminescent safety;			
Structure: PVC resin and with a honeycomb structure with universal docking system;			
Flooring: galvanized steel sheet, rigid PVC film coated with 200 microns.			
Reinforced chipboard: 10 mm thick.			
13. Laser equipment			
Minimum requirements:			
Wavelength: 1064 nm, desirable double, or more, wavelength selectable 1064 / 532 nm			

Energy/pulse: 1000mJ @ 1.064 nm - 500 mJ @ 532 nm			
Repetition rate: 1-20 Hz			
Pulse duration: 6ns @1064 nm; 5 ns@532 nm;			
Laser head weight: maximum 25 kg			
Laser supply size: maximum 400 (W) x 880(H) x 100 (L) mm			
Laser supply weight: maximum 60 kg			
Beam delivery: optic fiber 600 mm long, up to 50 m and articulated arms, 7 mirrors for the double wavelength			
14. Portable μ-XRF Spectrometer			
(Minimum requirements)			
GENERATING RX			
Rx generator with optimized anode (Au, Ag, Mo, W or Rh).			
Adjustable anodic voltage up to 50kV			
Anodic current from 0 to 200 μ A.			
SENSOR			
Resolution: 130 eV @ Mn – K α line.			
Peak to background ratio: >7000.			
Peltier cooled.			
Optimum Shaping time: 1 - 3 μ s.			
MULTICHANNEL ANALYZER			
Fast MCA data channel.			
High speed USB2 connection to the computer.			
Software for spectra visualization and calibration.			
POSITIONING AND MONITOR			
Red Laser for alignment.			
Video CAMERA: Colour CCD camera			
NOTEBOOK COMPUTER			
Laptop computer Windows compatible.			
Monitor 14 inches TFT.			
Software for spectra analysis: semi-quantitative XRF software for hardware control and data evaluation			
XYZ Stage			
Light-weight tripod, suited for mobile use.			
15. Humidity and Temperature monitor			
General specifications (minimum requirements):			
The temperature sensor is: NTC 10K Ω @ 25 $^{\circ}$ C			
The RH Sensor has Capacitive 150pF @23 $^{\circ}$ C and 30%RH			
The Measuring/Operating Range is Temperature: -30...+70 $^{\circ}$ C instrument; -30...+100 $^{\circ}$ C probe with cable			
The Relative Humidity measurement is 5%...98%RH			
The measurement accuracy is \pm 0.3 $^{\circ}$ C in the			

temperature range 0...70°C			
Relative Humidity is ±2.5%RH			
Resolution: Temperature is 0.1°C			
Relative Humidity is 0.1%RH			
I holds IP Protection, 54 instrument; 67 probe with cable			
No. of channels 2			
The storing capacity is equal to 100.000 measurements			
The reading interval is selectable among 1, 5, 10, 15, 30sec, 1, 5, 10, 15, 30min, 1hour			
The PC interface and USB converter, is through a passive optoisolated RS232 serial port			
The software is included			
The power supply is Replaceable lithium battery, with typical life of approximately 3 years			

The Contracting Authority, due to the need of verifying the truthfulness of the positive answers given, requests to indicate, inside the YES/NOT matrix, the name of the Catalogue or the title of the Certification, the number of the page and the paragraph where such information is available (only for questions answered YES). Any tender submitted without such information in the NOTES column, accepts the risk of exclusion, without appeal, by the Contracting Authority.

ANNEX I ESTIMATED TIME SCHEDULE

Maximum length of the production on delivery period (to be adapted by the Tenderer according to the delivery date offered)

LOT NO. 1		Months											
No.	Description	-1	1	2	3	4	5	6	7	8	9	10	11
1	Delivery	awarding	production	production	production	production	production	production	production	production	delivery		
2	Installation and test											Installation & testing	
3	Training and acceptance											acceptance	

Signing of the Contract

Letter of Credit and coming into force of the Contract

ANNEX II PRICE LIST

PUBLICATION REFERENCE: [.....]

NAME OF TENDERER: [.....]

A	B	C	D	E
LIST OF ITEMS	QUANTITY	ORIGIN OF THE GOODS	*UNIT COSTS WITH DELIVERY [INSERT INCOTERM CLAUSE] EURO	TOTAL COST EURO
1.	...			
2. Spare parts up to 10% of the total value of the above mentioned commodities, according to the technical specifications requested by the Contracting Authority. Training course and preliminary assessment in Italy			
Total Cost of Supplies				

Done at: [.....], [././..]

by [name]

On behalf of [.....]

[tenderer's stamp]

*** The Unit Costs include the manufacture, the delivery, the installation, training and the after-sales service.**

ANNEX III PERFORMANCE BANK GUARANTEE FORMAT

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of

<Name and address of the Contracting Authority>

referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract <Contract number and title>
(please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the General Conditions of the contract <contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly and that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released within 30 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). The law applicable to this guarantee shall be that of <country of the Contracting Authority/country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <name of the country of the Contracting Authority>

This guarantee shall enter into force and take effect upon its signature.

Name:Position:

¹⁸ Signature:

Date: <Date>

¹⁸ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX IV ADVANCE BANK GUARANTEE FORMAT

[On letterhead paper of the financial institution providing the guarantee]

Contract title: <Contract title>

Identification number: <Publication reference>

The undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Supplier's name and address*], the payment of [*indicate the amount of the advance / balance*], corresponding to the advance/balance as mentioned in Article XXVI of the Special Conditions without dispute, on receipt of a first written request from the recipient.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the advance / balance*].

We note that you will release the guarantee and notify us of the fact at the latest [*within sixty days of provisional / final acceptance of the goods / within thirty days of receipt of the final statement*].

Any dispute concerning this guarantee shall be governed by [*enter the applicable law*] and fall within the competence of [*indicate which jurisdiction applies*].

Name: Position:

Signature:

Date: <Date>

ANNEX V TENDER BANK GUARANTEE FORMAT

< To be completed on paper bearing the letterhead of the financial institution >
For the attention of <Address of the Contracting Authority> referred to below as the “Contracting Authority”

<Date>

Title of contract: < Title of contract>

Identification number: <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in articles 11 and 25 of the Instructions to Tenderers.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 120 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]¹⁹.

The law applicable to this guarantee shall be that of <country of the Contracting Authority/ country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <name of the country of the Contracting Authority>.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: Position:

Signature:

Date:

¹⁹ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

ANNEX VI RETENTION MONEY BANK GUARANTEE FORMAT

Government of the Arab Republic of Egypt
Ministry of Planning and International Cooperation
8, Adly Street - Cairo

We The..... (hereinafter referred to as "the Guarantor").

have been informed that:

(A) The Contracting Authority represented by the Ministry of International Co-operation of the Arab Republic of Egypt, hereinafter referred to as "the Purchaser", intends to sign a contract with hereinafter referred to as "the Supplier".

(B) The Supplier has undertaken, in pursuance of the Contract No. signed on, to supply no. with spare parts and services, hereinafter called "the Contract".

(C) It has been stipulated in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a first class Bank for a sum specified therein as security for compliance with the Supplier performance obligations in accordance with the Contract.

(D) The Supplier has committed himself, in case of necessity for any prorogation due to the repairing of vices and/or defects point out by the Consignee and/or the Purchaser, within the warranty period, to instruct the Bank to extend the validity of the bond and the relevant expiry date.

THEREFORE WE hereby irrevocably undertake to be Guarantors and responsible to you, on behalf of the Supplier, up to a total amount of Euro (.....), equal to 10% of the Contract value, and to pay you, upon your first written demand, through Bank channels, declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of Euro (.....) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein.

This letter of guarantee will become effective automatically on the date of transferring the sum of Euro (.....), to the Supplier's bank account and shall expire upon the date of the "Certificate of Final Testing" issued and signed by the Consignee and signed for confirmation by the Purchaser and in any case on (N.B.: Not later than the date *calculated as follows*: date of Certificate of conformity at final destination and of delivery + 730 warranty days¹ + 90 days for the issuing of Certificate of Final Testing + 90 days bank's mailing time).

Should we receive no claim from you by the expiry date of this guarantee our liability will become automatically null and void.

(At the Guarantor's discretion only:)

(On the expiry date you are requested to return this letter of guarantee to us for cancellation)

This undertaking is governed by Italian law, place of jurisdiction is (Guarantor's Head Office).

SIGNATURE AND SEAL OF THE GUARANTOR, Date Address

¹ To be equal to the warranty length requested by the Contracting Authority, and finally agreed between the Contracting Authority and the Awarded Company, according to art. 1 of the Supply Contract.

ANNEX VII TENDER SUBMISSION FORM

Publication reference: < Publication reference >

Contract title: < Contract title >

<Place and date>

A: <Name and address of Contracting Authority >

One signed form shall be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1 SUBMITTED by

	<i>Name(s) of Tenderer(s)</i>	<i>Nationality⁺</i>
<i>Leader*</i>		
<i>Member*</i>		
<i>Etc ... *</i>		

**add / delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual Tenderer, the name of the Tenderer should be entered as 'Leader' (and all other lines should be deleted)*

⁺ *Country in which the Tenderer is registered*

2 CONTACT PERSON (for this tender)

<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>Fax</i>	
<i>e-mail</i>	

3 ECONOMIC AND FINANCIAL CAPACITY¹

Please complete the following table of financial data² based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

<i>Financial data</i>	<i>2 years before last year³ €</i>	<i>1 year before last year €</i>	<i>Last year €</i>	<i>Average⁴ €</i>	<i>This year €</i>
<i>Annual turnover⁵, excluding this contract</i>					
<i>Cash and cash equivalents⁶ at beginning of year</i>					
<i>Net cash from / (used in) operating, investing & financing activities⁷ excluding future contracts</i>					
<i>Net forecast cash from/ (used in) future contracts, excluding this contract</i>					
<i>Cash and cash equivalents at end of year [i.e., the sum of the above three rows]</i>					

¹ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

² if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

³ Last year=last accounting year for entity.

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁵ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁶ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁷ Operating activities are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. Investing activities are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. Financing activities are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing or investing activities.

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years¹.

<i>Average manpower</i>	<i>Year before last</i>		<i>Last year</i>		<i>This year</i>	
	<i>Overall</i>	<i>Total for fields related to this contract²</i>	<i>Overall</i>	<i>Total for fields related to this contract¹¹</i>	<i>Overall</i>	<i>Total for fields related to this contract¹¹</i>
<i>Permanent staff³</i>						
<i>Other staff⁴</i>						
<i>Total</i>						
<i>Permanent staff as a proportion of total staff (%)</i>	<i>%</i>	<i>%</i>	<i>%</i>	<i>%</i>	<i>%</i>	<i>%</i>

¹ if this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

² Corresponding to the relevant specialities identified in point 5 below.

³ staff directly employed by the Tenderer on a permanent basis (i.e., under indefinite contracts)

⁴ other staff not directly employed by the Tenderer on a permanent basis (i.e., under fixed-term contracts)

5 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the relevant specialities related to this contract of each legal entity making this tender, by using the names of these specialities as the row headings and the name of the legal entity as the column headings. Show the relevant speciality(ies) of each legal entity by placing a tick (✓) in the box corresponding to those specialities which the legal entity has significant experience. [Maximum 10 specialities]

	<i>Leader</i>	<i>Member 2</i>	<i>Member 3</i>	<i>Etc ...</i>
<i>Relevant speciality 1</i>				
<i>Relevant speciality 2</i>				
<i>Etc ...!</i>				

¹ add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted)

6 EXPERIENCE

Please complete a table using the format below to summarise the major relevant supplies carried out in the course of the past 3 years¹ by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender

Ref # (maximum 15)	Project title		...	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
	Country	Overall supply value (EUR) ²							
...
Detailed description of supply									
...	...								
Related services provided									
...									

¹ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

² Amounts actually paid, without the effect of inflation.

TENDER OPENING REPORT (C06)

7 TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract we, the undersigned hereby declare that:

We have examined and accept in full the contents of the dossier for invitation to Tender No.....of We hereby accept its provisions in their entirety, without reservation or restriction.

This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [././..].

If our tender is accepted, we undertake to provide a performance guarantee of 10% as required by Article 11 of the General Conditions and Article XI of the Special Conditions.

Our company has the following nationality: [.....]

We are making this tender in our own right [as member in the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].*

We are not in any of the situations excluding us from participating in contracts which are listed in Article 3.5 of the Instructions to Tenderers. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the Instruction for Tenderers. The documentary proofs required are listed in articles 41 and 42 of the Italian Legislative Decree 12.04.2006 no. 163.

We also understand that if we fail to provide the proof/evidence required, within 30 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

We also declare that:

we have well examined the Special Conditions, the General Conditions, the Technical Specifications and any other documents corresponding to the Offer, and we consider these documents, as above listed, sufficient for the Tender compilation and for the successive widening of the requested supply, in respect of each prescription described in those documents;

we accept the delivery and payment terms indicated in the Special Conditions;

our prices include everything indicated in the Tender Documents, consequently our offer includes also what is not expressly described in the Tender Documents but will result necessary to have a complete supply.

We agree to abide by the ethics clauses in Article 26 of the Instructions to Tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other Tenderers or other parties in the tender procedure at the time of the submission of this application.

We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by MAE-DGCS.

We note that the Contracting Authority is not bound to proceed with this invitation to tender¹ and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by MAE-DGCS.

We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

[Delete as applicable]*

If this declaration is being completed by a consortium member:

¹ IBIDEM

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e., those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

<i>Financial data</i>	<i>2 years before last⁵</i>	<i>Year before last year</i>	<i>Last year</i>	<i>Average⁶</i>	<i>This year</i>
	€	€	€	€	€
<i>Annual turnover⁷, excluding this contract</i>					
<i>Cash and cash equivalents⁸ at beginning of year</i>					
<i>Net cash from / (used in) operating, investing & financing activities⁹ excluding future contracts</i>					
<i>Net forecast cash from/ (used in) future contracts, excluding this contract</i>					
<i>Cash and cash equivalents⁸ at end of year (i.e., the sum of the above three rows)</i>					

The following table contains our personnel statistics as included in the consortium's tender form:

<i>Average manpower</i>	<i>Previous year</i>		<i>Last year</i>		<i>This year</i>	
	<i>Overall</i>	<i>Total for fields related to this contract¹¹</i>	<i>Overall</i>	<i>Total for fields related to this contract¹¹</i>	<i>Overall</i>	<i>Total for fields related to this contract¹¹</i>
<i>Permanent staff¹²</i>						
<i>Other staff¹³</i>						

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

ANNEX VIII GLOSSARY OF TERMS

Administrative order: any instruction or order issued by the Contracting Authority to the Supplier in writing regarding the provision of the supplies

Agent Bank: the Italian Bank to which the Government of the Arab Republic of Egypt, Ministry of International Co-operation, conferred a mandate to execute the payments.

Beneficiary/Consignee: is the final receiver of the commodities. In this Tender procedure the Beneficiary, or Consignee, is the private company, state company or governmental department, selected by the Government of the Arab Republic of Egypt;

Bill of quantities: the document containing an itemized breakdown of the items and tasks to be carried out in a unit-priced contract, indicating a quantity for each item and the corresponding unit price.

Bond/Guarantee: for the terms of this Tender, is the guarantee for a debt or an advance received, in which an issuer, a bank or a bonding company, guarantees to honour the debt of a supplier and it is obliged to pay the creditor at a later date if so requested. A bond is a formal contract to repay borrowed money by a third guarantor in case of failure by the original debtor.

Commodities/goods/supplies: all items which the Supplier is required to supply to the Contracting Authority, including, where necessary, service 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.

Conflict of interest: any event influencing the capacity of a candidate, Tenderer or Supplier 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 related to possible contracts in the future or conflict with other commitments, past or present, of a candidate, Tenderer or Supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, Tenderer or Supplier.

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.

Contracting Authority: party which concludes the contract for and on behalf of the recipient/purchaser. It can be a Governmental Department, a juridical or a natural person appointed by the Purchaser according to the Law of his Government, who is responsible for the management and/or monitoring of the fulfilment of the Supply Contract. In this Tender procedure the Contracting Authority is the Ministry of Planning and International Cooperation of the Arab Republic of Egypt and the Person in Charge is the 1st Assistant to the Minister;

Control and Surveillance Company: the Company in charge to certify the conformity of services rendered with regard to the shipment, transport, and the final delivery of commodities and the due compliance with the purchasing procedures managed by the Contracting Authority.

Day: calendar day.

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. The Committee is in charge to perform the Tender's examination, evaluation and provisional awarding. A representative of the Donor (the "Italian Expert") may be invited to sit on the committee as a non-voting member observer.

Final test certificate: the certificate or the certificates are issued by the Contracting Authority to the Contractor upon the expiring of the technical warranty period and they certify that the contract obligations have been fulfilled by the Contractor.

General Conditions: the general conditions comprising clauses of an administrative, financial, legal and technical nature relating to the performance of contracts.

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

GURI: Gazzetta Ufficiale della Repubblica Italiana (Official Bulletin of the Italian Republic)

In writing: this includes any hand-written, typewritten or printed communication, including telex, cable and facsimile transmissions.

Italian Expert: MAE-DGCS' Representative in charge as Programme Manager for the Italian Part with the role of signing for conformity the Contract Supply.

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

MAE -D.G.C.S.: is the Ministry of Foreign Affairs of Italy, Directorate General for Development Cooperation.

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

Purchaser: is a Government, or a juridical or natural person, that concludes the Supply Contract, or in whose behalf the Supply Contract is concluded by the Contracting Authority. In this Tender procedure the Purchaser is the Government of the Arab Republic of Egypt;

Public Company: is a company, normally owned by many shareholders, which is entitled to raise funds and capital by issuing Securities, as stock or bonds, for sale to the general public in an open market, it has normally permission to offer its Securities through the Stock Exchange where it is registered. (in Italian 'Società per Azioni quotata in Borsa')

Special Conditions: the Special Conditions issued by the Contracting Authority as part of the invitation to tender, comprising amendments to the general conditions, special contractual clauses and a technical annex setting out the technical specifications.

State Company, State-owned Company, Government-owned corporation: is a company created by a Government / State, to perform commercial activities under control of a governmental Entity or Authority which has power of decisions. (in Italian 'Impresa Pubblica')

Successful Tenderer: the Tenderer selected following a contract award procedure.

Supplier/Contractor: the successful Tenderer once the contract has been signed by all parties concerned.

Supply contract: a contract between a Supplier and the Contracting Authority for the purchase, lease, hire or hire-purchase, with or without an option to buy, of goods. It may also cover such tasks as installation, servicing, repairs, training and after-sales service, etc.

Tender price: the sum stated by the Tenderer in his tender for carrying out the contract.

Tenderer: any natural or legal person or group of such persons submitting a tender with a view to concluding a contract.

Time limits: periods which shall begin to run from the day following the act or event which serves as their starting point. Should the last day of the period fall upon a non-working day in the country of the Contracting Authority, the period shall expire at the end of the first working day following the last day of the period.

ANNEX IX LIST OF INCOTERMS

EXW - EX WORKS (named place)

FCA - FREE CARRIER (named place)

FAS - FREE ALONGSIDE SHIP (named port of shipment)

FOB - FREE ON BOARD (named port of shipment)

CFR - COST AND FREIGHT (named port of destination)

CIF - COST, INSURANCE AND FREIGHT (named port of destination)

CPT - CARRIAGE PAID TO (named place of destination)

CIP - CARRIAGE AND INSURANCE PAID TO (named place of destination)

DAF - DELIVERED AT FRONTIER (named place)

DES - DELIVERED EX SHIP (named port of destination)

DEQ - DELIVERED EX QUAY (named port of destination)

DDU - DELIVERED DUTY UNPAID (named place of destination)

DDP - DELIVERED DUTY PAID (named place of destination)

F EVALUATION REPORT

Publication reference: < Publication reference >

Contract title: < Contract title >

Annexes:

A) Tender opening report and its annexes

B) Administrative compliance grid

C) Technical evaluation grid

1. Timetable

	<i>DATE</i>	<i>TIME</i>	<i>VENUE</i>
<i>Preparatory session</i>			
<i>Deadline for the submission of tenders</i>			
<i>Tender opening session</i>			
<i>< Meeting 1 ></i>			
<i>< Meeting 2 ></i>			
<i>Etc.</i>			

2. *Observers*

<i>Name</i>	<i>Representing</i>

3. *Evaluation*

Preparatory session

The Chairperson informed the Evaluation Committee of the scope of the proposed contract, identified the organisations responsible for preparing the tender dossier, and summarised the essential features of the tender procedure to date, including the evaluation grid published as part of the tender dossier.

Tender opening session

The Tender opening report is attached to this report. The Evaluation Committee only considered those tenders, which were found to be suitable for further evaluation following the tender opening session.

Administrative compliance

The Evaluation Committee used the administrative compliance grid included in the tender dossier to assess the compliance of each of the tenders with the administrative requirements of the tender dossier.

[If clarifications were requested for the submissions from any Tenderers :

With the agreement of the other Evaluation Committee members, the Chairperson wrote to the following Tenderers whose tenders required clarification, offering them the possibility to respond by <within a reasonable time limit fixed by the evaluation committee> (all correspondence is attached in the Annex indicated):

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Summary of exchange of correspondence</i>

1

The completed Administrative compliance grid is attached. On the basis of this, the Evaluation Committee decided that the following tenders were administratively non-compliant and should not be considered further:

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Reason</i>

Technical compliance

The Evaluation Committee used the Technical evaluation grid included in the tender dossier to assess the compliance of each of the tenders with the technical requirements of the tender dossier. The completed Technical evaluation grids are attached.

[If clarifications were requested from any Tenderers :

With the agreement of the other Evaluation Committee members, the Chairperson wrote to the following Tenderers whose tenders required clarification, offering them the possibility to respond by <within a reasonable time limit fixed by the evaluation committee> (all correspondence is attached in the Annex indicated):

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Summary of exchange of correspondence</i>

1

After discussing the individual conclusions of the Evaluators, the Evaluation Committee concluded that the following tenders were technically non-compliant and should not be considered further:

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Reason</i>

Financial evaluation

The Evaluation Committee checked the technically compliant tenders for arithmetic errors.

[If any arithmetic errors were found:

As stated in the instructions to Tenderers, arithmetic errors were corrected on the following basis:

Where there was a discrepancy between amounts in figures and in words, the amount in words prevailed

Except for lump-sum contracts, where there was a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted prevailed, except where the Evaluation Committee agreed that there was an obvious error in the unit price, in which case the total amount as quoted prevailed

The following arithmetic corrections were made:

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Stated financial offer (EUR)</i>	<i>Arithmetically corrected financial offer (EUR)</i>

1

The arithmetically corrected financial offers were compared to identify the technically compliant tender with the lowest price.

[If a tender appears to have an abnormally low price in relation to the market for the supplies in question:

The tender submitted by <Tenderer name> appeared to have an abnormally low price in relation to the market for the supplies in question. Consequently, the Chairperson of the Evaluation Committee wrote to <Tenderer name> to obtain a detailed explanation for the low price proposed.

On the basis of the response of the Tenderer, the Evaluation Committee decided to

EITHER accept the tender because [the Tenderer used an economic production method/the nature of the technical solution used/the financial offer reflected exceptionally favourable conditions available to the Tenderer].

OR reject the tender as the abnormally low price could not be justified on objective grounds.

The ranking of the tenders which were not excluded during the evaluation was as follows, in order of the arithmetically corrected financial offers:

<i>Tender envelope No</i>	<i>Tenderer name</i>	<i>Financial offer [after arithmetical correction] (EUR)</i>	<i>Ranking</i>

4. Signatures

	<i>Name</i>	<i>Signature</i>
<i>Chairperson</i>		
<i>Secretary</i>		
<i>Evaluators</i>		

ANNEX A TENDER OPENING REPORT

Publication reference: < Publication reference >

Contract title: < Contract title >

Annexes: List of Tenderers' representatives

Summary of tenders received

1. Timetable

	<i>DATE</i>	<i>TIME</i>	<i>VENUE</i>
<i>Publication of procurement notice</i>			
<i>Deadline for submission of tenders</i>			
<i>Tender opening session</i>			

4. *Conclusion*

The following tenders were considered to be suitable for further evaluation:

<i>Tender envelope number</i>	<i>Tenderer name</i>

5. *Signatures*

	<i>Name</i>	<i>Signature</i>
<i>Chairperson</i>		
<i>Secretary</i>		
<i>Evaluators</i>		

SUMMARY OF TENDERS

Publication reference: < Publication reference >

Contract title: < Contract title >

<i>Tender envelope number</i>	<i>(Lead)¹ Tenderer name</i>	<i>When received²</i>	<i>Number packages inside</i>	<i>of</i>	<i>Within deadline? (Yes/No)</i>	<i>Tender package(s) duly sealed? (Yes/No)</i>	<i>Other consortium members¹</i>	<i>Overall decision (Accept / Reject)</i>
1								
2								
3								
4								
5								
6								

¹ For tenders submitted by a consortium

² Time to be recorded only for tenders received on the last date for submissions

ANNEX B ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Publication reference :
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Tender envelope number	Name of Tenderer	Is Tenderer (consortium) nationality ¹ eligible? (Y/N)	Is the documentation complete? (Y/N)	Is language as required? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept Reject) /
1									
2									
3									
4									

¹ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

<i>Tender envelope number</i>	<i>Name of Tenderer</i>	<i>Is Tenderer (consortium) nationality¹ eligible? (Y/N)</i>	<i>Is the documentation complete? (Y/N)</i>	<i>Is language as required? (Y/N)</i>	<i>Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)</i>	<i>Economic & financial capacity? (OK/a/b/...)</i>	<i>Professional capacity? (OK/a/b/...)</i>	<i>Other administrative requirements of the tender dossier? (Yes/No/Not applicable)</i>	<i>Overall decision? (Accept / Reject)</i>
5									
6									

<i>Chairperson's name</i>	
<i>Chairperson's signature</i>	
<i>Date</i>	

ANNEX C TECHNICAL EVALUATION GRID

Contract title :		Publication reference :						
Tender envelope number	Name of Tenderer	Rules of origin respected? (Yes/No)	Technical capacity? (OK/a/b/...)	Compliance with Technical specifications? (OK/a/b/...)	Ancillary services required? (OK/a/b/...)	Subcontracting statement in accordance with provisions of the Special and General Conditions? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? (Yes/No)
1								
2								
3								
4								
5								
6								

<i>Evaluator's name & signature</i>	
<i>Evaluator's name & signature</i>	
<i>Evaluator's name & signature</i>	
<i>Date</i>	