

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 (as per Incoterms 2000 - Annex IX) Destination:

- 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 of requested items to be supplied:

Serial No.	Item	Quantity
1.
2.
3.

Type of Commodities:

Detailed list of Technical specifications

SPARE PARTS REQUESTED*:

The amount for the lot of spare parts and/or consumables requested by the Contracting Authority is equal to _____ of the value of each (total _____ items) 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 Tenderers are requested to answer Yes or Not to the following matrix for the analysis of the commodities technical specifications:

	Yes	No	Notes
1. ...:			
.....			
.....			
.....			

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*)

		Months									
No.	Description	-1	1	2	3	4	5	6	7	8	9
1	Delivery of equipment	awarding	production	production	production	production	production	production	production	production	delivery
2	Installation of equipment, training										installation
3	Test of equipment and final acceptance										testing

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 IN COTERM 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:

¹⁷ Signature:

Date: <Date>

¹⁷ 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)]¹⁸.

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:

¹⁸ 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 actual warranty length agreed with the Contracting Authority in 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.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ²	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ³						
Other staff ⁴						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

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 (ü) 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 ...¹</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

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

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]