



Cairo, March 30th, 2006

Our ref.: EuropeAid/122369/D/S/EG

Dear Sirs,

SUBJECT: INVITATION TO TENDER FOR

IT Equipment Supply and Services for the Customs Administration

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

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DRAFT CONTRACT

SPECIAL CONDITIONS

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ADMINISTRATIVE COMPLIANCE GRID

EVALUATION GRID

D. TENDER FORM FOR A SUPPLY CONTRACT

For full information about procurement procedures please consult the Practical Guide to contract procedures for EC external actions, which can be downloaded from the following web page: http://europa.eu.int/comm/europeaid/tender/index_en.htm.

Any request for clarification must be received by the Contracting Authority in writing at least 21 days before the deadline for submission of tenders. The Contracting Authority will publish, on the EuropeAid website, a reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it will send such information in writing to all tenderers at the same time.

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the Instructions to Tenderers before 29th May 2006, 12.00 noon Cairo time. If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Eng. Mohamed Nabih Hamza

Executive Director

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/122369/D/S/EG

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully 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.

A glossary of the terms used here is included in Part C of this tender dossier.

1 Supplies to be provided

- 1.1 The subject of the contract is the, delivery, installation, commissioning, maintenance and after-sales service by the Contractor of the following goods:

The contract (Lot 1) is for the procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment and data warehouse software (1 data warehouse system, 117 PC's, 50 Notebooks, 8 switches, 2 plasma screens, 7 laser printers, 7 flatbed scanners for user networks at 9 Locations as defined in Annex II) to provide analysis and interpretative capabilities for the new Customs Risk Management system, Post Clearance Controls and Audit systems, and (Lot 2) procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment etc (1 Server, Video Conferencing system, 100 PC's, 10 Notebooks, 2 multifunction printers, 1 colour laser printer, 10 datashow projectors, 25 headphone sets, 1 scanner, antivirus software for 1 + 110 PC's, 41 copies of Business Software Package, 1 firewall, 5 switches, 1 simultaneous interpretation system) for the new National Customs Training Institute in Alexandria.

In 2 lots at the place(s) specified in Annex II, delivered, DDP (delivery duty paid) and time limit for completion within 150 days of contract signature for the hardware and software. Customisation of the software in Lot 1 shall be completed within 150 days of provisional acceptance of the hardware and software.

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant in addition to the present tender.

2 Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	27 th April 2006	11.00 hrs Cairo Time
Deadline for request for any clarifications from the Contracting Authority	8 th May 2006	17.00 hrs Cairo Time
Last date on which clarifications are issued by the Contracting Authority	18 th May 2006	-
Deadline for submission of tenders	29 th May 2006	12.00 noon Cairo Time
Tender opening session	29 th May 2006	13.00 hrs Cairo Time
Notification of award to the successful tenderer	26 th June 2006 ^³	-
Signature of the contract	26 th July 2006 ^³	-

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

^³ Provisional date

3. Participation

- 3.1. Participation* in tendering is open to all legal persons of the Member States of the European Union and the beneficiary countries of the MEDA Programme (EC Council Regulation no1488/96 (MEDA) as amended by Nr.2698/2000) and countries covered by the Regulations on access to Community external assistance (EC Council Regulation No. 2112/2005 of 21st November 2005). All works, supplies and services must originate in one or more of these countries. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

*list of eligible countries

MEDA beneficiary countries:

Algeria, Egypt, Israel, Jordan, Lebanon, Palestinian Territories, Lebanon, Syria
Tunisia, Turkey

Member States of the European Union:

Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France,
Germany, Greece, Holland, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg,
Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom

Candidate Countries (as recognised by the EC):

Bulgaria, Croatia, FYRoM (the Former Yugoslav Republic of Macedonia), Romania,
Turkey

Members states of the European Economic Area:

Iceland, Liechtenstein, Norway

- 3.2. These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned.
- 3.3. These rules apply to:
 - a) tenderers
 - b) members of a consortium
 - c) any subcontractors.
- 3.4. Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures for EC external actions are excluded from participation in and the award of contracts. Otherwise they risk exclusion from contracts and grants in accordance with section 2.3.5 of the Practical Guide. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
- 3.5. To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

4. *Origin*

- 4.1. Unless otherwise provided in the Special Conditions, supplies must originate in a Member State of the European Union or a country covered by the Regulations on access to Community external assistance (EC Council Regulation No. 2112/2005 Of 21st November 2005). The origin of the goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.
- 4.2. When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

5. *Type of contract*

Unit price

6. *Currency*

Tenders must be presented in Euro.

7. *Lots*

- 7.1 The tenderer may submit a tender for one lot or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in his tender the overall discount he would grant in the event of some or all of the lots for which he has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

8. *Period of validity*

- 8.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2. In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

The successful tenderer will be bound by his tender for a further period of 60 days following receipt of the notification that he has been selected. The further period is added to the initial period of 90 days irrespective of the date of notification.

9. *Language of offers*

- 9.1. 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.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

10. *Submission of tenders*

- 10.1. Tenders must be received before the deadline specified in the letter of invitation to tender. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Ministry of Finance Towers,

Tower 2, 16th Floor,
Ramses Street Extension,
Cairo,
Egypt

Tenders must comply with the following conditions:

- 10.2. All tenders must be submitted in one original, marked “original”, and 5 copies signed in the same way as the original and marked “copy”.
- 10.3. All tenders must be received at Ministry of Finance Towers, Tower 2, 16th Floor, Ramses Street Extension, Cairo, Egypt before the deadline date and time, (29th May 2006, 12.00 noon Cairo time), by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Eng. Mohamed Abu Taleb, Executive Director-Ministry of Finance or his representative.
- 10.4. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - a) the above address;
 - b) the reference code of this tender procedure, (i.e., EuropeAid/122369/D/S/EG);
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words “Not to be opened before the tender opening session” in the language of the tender dossier and لا يفتح قبل ميعاد جلسة فتح المظاريف.
 - e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

11. Content of tenders

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

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable;
 - a proposal for after-sales service over 3 years;
 - a training proposal (indicate training needs);

The technical offer should be presented as per template (annex III*, the contractor’s technical offer) completed when and if necessary by separate sheets for details.

Part 2: Financial offer:

- A financial offer calculated on a basis of DDP¹ for the supplies tendered, including if applicable:
 - financial proposal for after-sales services over 3 years;
 - financial proposal for training;

This financial offer should be presented as per template (annex IV*, budget breakdown), and if necessary completed by separate sheets for the details.

- An electronic version, in Excel, of the financial offer.

Part 3: Documentation:

To be supplied following templates in annex*:

- The tender guarantee, for Euro 15,000 for Lot 1 and Euro 3,000 for Lot 2;
- The “Tender Form for a Supply Contract”, duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made (financial identification form) (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the financial identification form either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)
- The legal entity file and the supporting documents (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the legal entity sheet and its supporting documents either his legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in his legal status occurred in the meantime.)

To be supplied on free formats:

- A description of the organisation of the warranty tendered, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised 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 authorised to do so.
- (Other)

Remarks:

¹ DDP (delivered duty paid)

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on http://europa.eu.int/comm/europeaid/tender/gestion/pg/index_en.htm.

12. Pricing

- 12.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.
- 12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Beneficiary, Tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:
 - a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture and sale;
 - b) for supplies to be imported into the country of the Beneficiary, unit and overall prices must be quoted 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.
- 12.3. Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.
- 12.4. The prices for the contract are fixed and not subject to revision.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. 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 must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

Iman ElKouny (Executive Consultant, IT)
Ministry of Finance Towers
Tower 3, 5th Floor,
Ramses Street Extension
Cairo Egypt
Fax: 00 20 (0)2 3421303
E-mail eutender@mof.gov.eg

Any clarification of the tender dossier will be published on the EuropeAid website at the latest 11 days before the deadline for submission of tenders. No further clarification will be provided after this date.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

- 14.1. A clarification meeting / site visit will be held on 27th April 2006 at 11.00 hrs at the Ministry of Finance Towers, Tower 3, 3rd Floor, Ramses Street Extension, Cairo, Egypt to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be published on the EuropeAid website - together with any clarifications in response to written requests which are not addressed during the meeting - at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.
- 14.2. Visits by individual prospective tenderers during the tender period other than this site visit for all prospective tenderers cannot be permitted.

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 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked '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 10.1 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 of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The Contracting Authority retains ownership of 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 a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any 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 must 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 authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 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 tenders

- 19.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2. The tenders will be opened in public session on 29th May 2006 at 13.00 hrs at Ministry of Finance Towers, Tower 3, 3rd Floor, Ramses Street Extension, Cairo, Egypt by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3. At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4. After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 19.5. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within a reasonable time limit to be fixed by the evaluation committee. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting execution of the contract or distorting competition.
- 19.6. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of his tender.
- 19.7. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated

guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1. Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2. Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Procurement Notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services should also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3. To facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4. Financial evaluation

a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is 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 will be the price taken into account.

- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.

20.5. Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

For supply contracts also involving simple services, the sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21. Signature of the contract and performance guarantee

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of notification of the award. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer shall also 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 procurement notice, point 16. The documentary proof required are listed in sections 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide to contract procedures for EC external actions.
- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the technical and professional capacity within 15 calendar days following the notification of 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.
- 21.4 The Contracting Authority reserves the right to vary the quantities specified for the lot(s)/items of lot(s) No 1 and 2 within a range of 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25 % of the contract price at the time of contracting and during the validity of the contract. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

- 21.5 Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must 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.
- 21.6 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled 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.
- 21.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

22. Tender guarantee

The tender guarantee referred to in Article 11 above is set at Euro 15,000 for Lot 1 and Euro 3,000 for Lot 2 and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected shall be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

23. Ethics clauses

- 23.1. 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 his candidacy or tender and may result in administrative penalties.
- 23.2. Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works 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 Contractor.
- 23.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's

prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

- 23.5. For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 23.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7. The Contractor and his staff shall be 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 Contractor shall be confidential.
- 23.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10. The Commission reserves the right to suspend or cancel project financing 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.
- 23.11. All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses.
- 23.12. 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 or commissions paid to a company which has every appearance of being a front company.
- 23.13. The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.14. Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

24. *Cancellation of the tender procedure*

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal implementation of the project 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.

25 *Appeals*

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly. The Contracting Authority must reply within 90 days of receipt of the complaint. If this procedure fails, the tenderer may have recourse to the following:

Where the European Commission is not the Contracting Authority and where informed of such a complaint, it must communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (tenderer) and the Contracting Authority. If this procedure fails, the tenderer may have recourse to procedures established under the recipient's national legislation.

Where the European Commission is the Contracting Authority, the tenderer may have recourse to procedures established under Community legislation. European citizens or residents, including legal entities with a registered office in the European Union, also have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Community Institutions.

***B. DRAFT CONTRACT AND SPECIAL
CONDITIONS, INCLUDING ANNEXES***

DRAFT CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
COMMUNITY EXTERNAL ACTIONS
No EuropeAid/122369/D/S/EG**

FINANCED FROM THE EC GENERAL BUDGET

Ministry of Finance, Ministry of Finance Towers, Tower 2, Ramses Street Extension, Cairo,
Egypt

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>
[Legal status/title]²
[Official registration number]³
[Full official address]
[VAT number]⁴, ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE IT Equipment Supply and Services for the Customs
Administration

Identification number EuropeAid/122369/D/S/EG

Article 1 Subject

² Where the contracting party is an individual.

³ Where applicable. For individuals, mention their ID card or passport or equivalent document -
number

⁴ Except where the contracting party is not VAT registered.

1.1 The subject of the contract shall be the, delivery, installation, commissioning, maintenance and after-sales service by the Contractor of the following supplies:

The contract (Lot 1) is for the procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment and data warehouse software (1 data warehouse system, 117 PC's, 50 Notebooks, 8 switches, 2 plasma screens, 7 laser printers, 7 flatbed scanners for user networks at 9 locations as defined in Annex II) to provide analysis and interpretative capabilities for the new Customs Risk Management system, Post Clearance Controls and Audit systems,

(Lot 2) procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment etc (1 Server, Video Conferencing system, 100 PC's, 10 Notebooks, 2 multifunction printers, 1 colour laser printer, 10 datashow projectors, 25 headphone sets, 1 scanner, antivirus software for 1 + 110 PC's, 41 copies of Business Software Package, 1 firewall, 5 switches, 1 simultaneous interpretation system) for the new National Customs Training Institute in Alexandria.

The place of acceptance of the supplies shall be the National Customs Training Institute (NCTI) in Alexandria for Lot 2 and the following locations for Lot 1:-

Item	Quantity	Reference No.	Function/ Unit	Location
Data warehouse Server(s)	1	1.01		Cairo ECA HQ
Notebook	20	1.02	PCA	Alex CRU building
Notebook	15	1.02	PCA	Cairo ECA HQ
Notebook	15	1.02	PCA	Port Said Customs HQ
High configuration PC	13	1.03	DW	Cairo ECA HQ
High configuration PC	12	1.03	Risk	Alex port CRU building
Workstation PC	30	1.04	MCC	Cairo 4 Tayyaran St
Workstation PC	20	1.04	MCC	Port Said Port MCC building
Workstation PC	12	1.04	Intelligence	Cairo ECA HQ
Workstation PC	12	1.04	Intelligence	Alex port main customs building
Workstation PC	6	1.04	Intelligence	Port Said Port main customs building
Workstation PC	6	1.04	Intelligence	Suez Port main customs building
Workstation PC	6	1.04	Intelligence	Damietta Port main customs building
48-port network switch	1	1.05	MCC	Cairo 4 Tayyaran St
48-port network switch	1	1.05	MCC	Port Said Port MCC building
24-port network switch	1	1.06	Intelligence	Cairo ECA HQ
24-port network switch	1	1.06	Intelligence	Alex port main customs building
24-port network	1	1.06	Intelligence	Port Said Port main customs building

Item	Quantity	Reference No.	Function/ Unit	Location
switch				
24-port network switch	1	1.06	Intelligence	Suez Port main customs building
24-port network switch	1	1.06	Intelligence	Damietta Port main customs building
24-port network switch	1	1.06	Risk	Alex port CRU building
Plasma screens	2	1.07	MCC	Port Said Port MCC building
Network A4 printer	1	1.08	Intelligence	Cairo ECA HQ
Network A4 printer	1	1.08	Intelligence	Alex port main customs building
Network A4 Laser Printer	1	1.08	Intelligence	Port Said Port main customs building
Network A4 Laser Printer	1	1.08	Intelligence	Suez Port main customs building
Network A4 Laser Printer	1	1.08	Intelligence	Damietta Port main customs building
Network A4 Laser Printer	1	1.08	DW	Cairo ECA HQ
Network A4 Laser Printer	1	1.08	Risk	Alex port CRU building
A3 scanner	1	1.09	Intelligence	Cairo ECA HQ
A3 scanner	1	1.09	Intelligence	Alex port main customs building
A3 scanner	1	1.09	Intelligence	Port Said Port main customs building
A3 scanner	1	1.09	Intelligence	Suez Port main customs building
A3 scanner	1	1.09	Intelligence	Damietta Port main customs building
A3 scanner	1	1.09	Risk	Alex port CRU building
A3 scanner	1	1.09	DW	Cairo ECA HQ
Data warehouse system	1	1.10	DW	Cairo ECA HQ

the time limits for delivery shall be 150 days from contract signature and the Incoterm applicable shall be DDP⁵. The implementation period shall run from the commencement date of the contract to 150 days following provisional acceptance

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

⁵ DDP - Incoterms 2000 International Chamber of Commerce.

Article 2 Origin

The supplies must originate in the European Community or a country that is a beneficiary of the MEDA programme. A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be <.....euros>.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);
- (specified forms and other relevant documents (Annex V));

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

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

Endorsed for financing by the European Community

Name: Dr. Klaus Ebermann

Title: Ambassador

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

Galal Abou ElFettouh

Undersecretary of State

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the competent Commission departments, other clauses may be introduced to cover specific situations.

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Article 2 Law applicable

- 2.1 Egyptian law shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contractor

Name:

Address:

Fax:

Email:

For the Contracting Authority

Name: Iman ElKouny

Address: Ministry of Finance Towers,
Tower 2,
Ramses Street Extension,
Cairo
Egypt

Fax: Fax 00 20 (0)2 3421303

Email: eutender@mof.gov.eg.

Article 7 Supply of documents

If necessary, within 30 days of the signing of the contract, the Project Manager of the Contracting Authority shall where necessary, provide the Contractor, free of charge, with a copy of the drawings relevant to the installation of the supplies. Upon provisional acceptance, the Contractor shall return to the Project Manager of the Contracting Authority all drawings.

Article 8 Assistance with local regulations

Based on the Financing Agreement between the European Community and Arab Republic of Egypt, supplies purchased under this contract are exempted from customs duties and any other duties.

The contracting authority will help the Contractor to obtain the necessary documents and permits which will be required to import the supplies free from custom duties and any other duties.

Article 9 The Contractor's obligations

9.6 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations: http://europa.eu.int/comm/europeaid/visibility/index_en.htm.

Article 10 Origin

No derogation from the rules of origin is permitted

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value and the part in respect of after sales service including any amounts stipulated in addenda to the contract

Article 12 Insurance

The contractor shall bear all risk costs, including transportation, until the provisional acceptance of the supplies by the Contracting Authority.

Article 13 Implementation programme (timetable)

For Lot No. 1 and 2

Action	Time Frame	Responsibility
Contract signature.	Within 30 days after notification of award of contract	Project Manager and the Supplier
Delivery period from commencement date	within 150 days from commencement date	Supplier
Installation.	Within 15 days from delivery	Supplier
Inspection and Testing and Provisional acceptance	Within 30 days after the supplies are delivered to the final destination	Project Manager and the Suppliers Representative.
Customisation of software and populating the database	Completed within 150 days after Provisional Acceptance	Supplier
Training ECA staff	Start within 50 days of Provisional acceptance	Supplier
On-site software support to ECA	For 18 months following Provisional Acceptance	Supplier
Update/upgrades and licenses to data warehouse software	For 3 years following Provisional Acceptance	Supplier
Warranty Period	12 Months after Provisional Acceptance	Supplier
Final acceptance	12 Months after Provisional Acceptance	Project Manager

Article 14 Contractor's drawings

Contractor's drawings are not required.

Article 15 Tender prices

No additional provisions regarding Article 15 of the General Conditions shall apply

Article 17 Patents and licences

There is no derogation from Article 17 of the General Conditions

Article 18 Commencement order

- 18.1 The last date of signing the contract is the date on which performance of the contract is to commence.

Article 19 Period of Implementation

- 19.1 The period of execution will start from the commencement date of the contract and will end at the latest 150 days after provisional acceptance. The delivery time for each lot shall not exceed 150 days from the commencement date as stipulated in Articles 13 and 18 above

Article 22 Variations

The Contracting Authority reserves the right, to vary the quantities specified for lot(s)/items of lot(s) No(s) 1 and 2 at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

No preliminary technical acceptance is required

Article 25 Inspection and testing

Provisional/Final inspection will take place at the location(s) of delivery as mentioned in the attached distribution chart. The inspection will test the completed installations and integration and the proper operation confirming the technical validity of the equipment and documents with the design specification documents and quality standards prescribed. This final inspection will be the basis for provisional acceptance. A letter will be sent to the contractor at least one week before the provisional/final inspection will take place.

Article 26 Methods of payment

- 26.1** Payments shall be made in euro.

Interim and/or final payments shall be processed upon the provision by the Contractor to the Contracting Authority of an invoice (payment request), which shall be subjected to approval by the Contracting Authority. For payment of pre-financing, the Contractor shall submit, along with his invoice, a pre-financing guarantee with the template provided as Annex V.

Payments shall be authorised by the Minister of Finance, and made by the Delegation of the European Commission in Egypt, 37 Gameat El-Dowal El Arabeya St., El Fouad Office Bldg., 11th floor, Mohandessin, Giza (Cairo), Egypt.

In the case of decentralised ex ante procedure and where invoices are presented to the authorities of the country of the Contracting Authority, the Contractor must inform the Commission of the European Communities, at the Delegation of the European Commission in Egypt, 37 Gamaet El Dowal El Arabeya St., El Fouad Office Bldg., 11th floor, Mohandessin, Giza, (Cairo), Egypt., thereof by sending a copy of the correspondence.

In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

- a) For the 60% pre-financing, in addition to the payment request, the performance guarantee and a photocopy of the contract. If a pre-financing is requested and this payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the prefinancing payment.

- b) For the 40% balance, the invoice(s) in triplicate. Payment of the 40% balance shall be made as follows:
- 20% following provisional acceptance of the supplies
 - 20% on acceptance of the data warehouse software customisation

26.9 Price revision

This contract does not include provision for a price revision.

Article 29 Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 Packaging must be as per accepted international standards for air/surface transportation taking into account the climatic conditions prevailing in Egypt at time of delivery.

29.3 The packaging shall become the property of the recipient subject to respect for the environment.

29.5/6 Each delivery shall include all necessary documents as specified in the technical specifications (operating and maintenance manuals, drawings, material, conformity or test certificates and certificates etc). The necessary documents shall include an inventory list of items delivered indicating the serial numbers of the goods provided. All operating and maintenance manuals shall be in English and where applicable, Arabic.

All packages must be marked with

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Lot number (e.g. Lot No. One)

Case number.....of.....

Supply address

Destination address clearly marked on the outside

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. Reception sites will be made available by the Contracting Authority. Provisional acceptance shall take place at the reception sites. The Contracting Authority will send a letter to the contractor at least one week before the inspection takes place.

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one year after provisional acceptance.

Article 33 After-sales service

33.1 The tenderer shall provide a warranty for quality and performance of the goods supplied for a period of 12 months from the date of Provisional Acceptance by the contracting Authority.

33.2 The tenderer shall provide or secure the provision of reliable and regular after-sales and maintenance service thereafter at the place of destination guaranteeing the upkeep and repair of the goods supplied and the rapid replenishment of spare parts. The tenderer shall state in

detail how he proposes to meet this obligation including the duration for which the service is available.

Article 40 Amicable settlement of disputes

40.2 The Parties may agree to request the Commission to initiate a conciliation process. The Delegation of the Commission in Egypt shall be responsible for the conciliation.

Article 41 Dispute settlement by litigation

Any dispute between the Parties that may arise during the execution of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to the Egyptian Courts in accordance with the national law of the Contracting Authority.

ANNEX I : GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN COMMUNITY

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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 organisation having legal capacity.

Article 2 Law and language of the 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;
 - c) the General Conditions (Annex I);
 - d) the Technical Specifications (Annex II) including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit;
 - e) the Technical Offer (Annex III), including clarifications from the Contractor provided during tender evaluation;
 - f) the budget breakdown (Annex IV);
 - g) specified forms and other relevant documents (Annex V)

Addenda have the order of precedence of the document they are modifying.

- 3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases 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/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the

Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, 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 provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be 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 thereunder, except in the following cases:
- a) a charge, in favour of the Contractor's bankers, of any monies 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 authorisation, 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 implementation of a part of his contract to a third party.
- 6.2** The Contractor shall not subcontract without the prior written authorisation 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 authorisation 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 extending for a period exceeding that of the warranty period under the contract towards the Contractor 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 may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

• ***OBLIGATIONS OF THE CONTRACTING AUTHORITY***

Article 7 Supply of documents

- 7.1** If necessary, within 30 days of the signing of the contract, the Project Manager shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the contract and a copy of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Project Manager 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 Project Manager shall not be used or communicated to a third party by the Contractor without the prior consent of the Project Manager.
- 7.3** The Project Manager 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 and the Project Manager 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 bye-laws 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 implementation dates for the contract.
- 8.4** Subject to the provisions of the laws and regulations on foreign labour of the states in which the supplies are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.
- 8.5** Contractors shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

• ***OBLIGATIONS OF THE CONTRACTOR***

Article 9 General Obligations

- 9.1** The Contractor shall implement 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 execution of the contract.
- 9.2** The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Project Manager 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 respect and abide by 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 abide 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 or the Project Manager. 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 such 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 and shall, at the request

of the Contracting Authority, designate one of such persons 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.

- 9.6** Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or cofinancing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations.

Article 10 Origin

- 10.1** Save where otherwise provided for in the Special Conditions, supplies must originate in a Member State of the European Union or in one of the beneficiary countries as stated in the invitation to tender. The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.
- 10.2** The Contractor must certify that the goods tendered comply with this requirement, specifying their respective countries of origin. He may be required to provide more detailed information in this respect.
- 10.3** The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

Article 11 Performance guarantee

- 11.1** The Contractor shall, together with the return of the countersigned contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, 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 V 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.
- 11.4** The performance guarantee shall be denominated in the currency in which the contract is payable. 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 execution of the contract, if the natural or legal person providing the guarantee is not able to abide 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 guarantor 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 from 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 45 days of the issue of the final acceptance certificate.

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 12 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 and the Project Manager 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 Implementation programme

- 13.1** If the Special Conditions so require, the Contractor shall submit a programme of implementation of the contract for the approval of the Project Manager. 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 Project Manager may reasonably require.
- 13.2** The Special Conditions shall specify the time limit within which the programme of implementation must be submitted to the Project Manager 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 Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items. The approval of the programme by the Project Manager 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 Project Manager. If, however, the progress of the implementation of the contract does not conform to the programme, the Project Manager 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 Project Manager 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 Project Manager may reasonably require for the implementation of the contract.

14.2 If the Project Manager 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 implementation, 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 Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager fails to approve shall immediately be modified to meet the requirements of the Project Manager 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 Project Manager shall not relieve the Contractor from any of his obligations under the contract.

14.6 The Project Manager 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 as will enable the Project Manager 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 Subject to 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 account of all that is required for the full and proper execution 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) execution 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 on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out 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 manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.

16.2 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.

16.3 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 and the Project Manager 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 and/or the Project Manager.

- ***COMMENCEMENT OF IMPLEMENTATION AND DELAYS***

Article 18 Commencement order

- 18.1** The Contracting Authority shall fix the date on which implementation 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 by the Project Manager.
- 18.2** Save where the Parties agree otherwise, implementation 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 implement 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 implementation

- 19.1** The period of implementation 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 implementation 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 implementation

- 20.1** The Contractor may request an extension to the period of implementation if his implementation 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 of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of implementation to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.
- 20.3** Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of implementation as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Article 21 Delays in implementation

- 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, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the implementation 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 on the basis of 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:
- seize the performance guarantee;
 - terminate the contract, in which case the Contractor will have no right to compensation; and
 - 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 Variations

- 22.1** Subject to the limits set in the Practical Guide to contract procedures for EC external actions, the Contracting Authority reserves the right, to vary 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 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation. Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.
- 22.2** The Project Manager 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 implementation 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 Project Manager 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 Project Manager, 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, the Project Manager 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 Project Manager a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and an implementation programme;
- any necessary modifications to the implementation programme or to any of the Contractor's obligations under the contract;
- 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 Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager 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 Project Manager in accordance with Article 22.6.

22.6 The prices for all variations ordered by the Project Manager in accordance with Articles 22.3 and 22.5 shall be ascertained by the Project Manager in accordance with the following principles:

- where the task is of similar character and implemented 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;
- where the task is not of similar character or is not implemented 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 Project Manager;

- 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 Project Manager, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- 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 be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of implementation period 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 Project Manager 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. Any contractual variations must respect the general principles defined in the Practical guide to contract procedures for EC external actions.

Article 23 Suspension

23.1 The Project Manager may, by administrative order, at any time, instruct 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 implementation 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, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

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 Project Manager or the Contracting Authority.

- 23.4 The Contractor shall not be entitled to such additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5 The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of implementation to be made to the Contractor in respect of such claim as shall, in the opinion of the Project Manager, be 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 Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.
- 23.7 Where the award procedure or execution of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution 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, execution 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 supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.
- 24.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the

opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 25 Inspection and testing

- 25.1** The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 25.2** The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.
- 25.3** For the purposes of such tests and inspections, the Contractor shall:
- a) provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
 - b) agree, with the Project Manager, the time and place for tests;
 - c) give the Project Manager access at all reasonable times to the place where the tests are to be carried out.
- 25.4** If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if he has not attended the test, be bound by the test results.
- 25.5** When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6** If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.
- 25.7** In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

• **PAYMENTS**

Article 26 General principles

- 26.1** Payments shall be made in euro or national currency. 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. Where payment is in the national currency, it shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.
- 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 payments shall be made as follows:
- a) 60% of the contract price after the signing of the contract, against provision of the performance guarantee. If the pre-financing payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the prefinancing payment. This financial guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the goods;
 - b) 40% of the contract price, as payment of the balance outstanding, following provisional acceptance of the supplies;
- 26.6** Where only part of the supplies have 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 EC under this Contract shall cease at most 18 months

after the end of the period of implementation, unless the Contract is terminated in accordance with these General Conditions.

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 amounts 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:

- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;

- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,

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. Where necessary the European Community may as a donor subrogate itself to the Contracting Authority.

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 legally binding attachment of the property of the Contractor affecting payments due to him 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 payments to the Contractor.

Article 28 Delayed payments

28.1 The Contracting Authority shall pay the Contractor sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 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:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
- 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 which 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 and the Project Manager.

• ACCEPTANCE AND MAINTENANCE

Article 29 Delivery

29.1 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.

29.2 The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

29.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the Project Manager.

29.4 No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, he shall be deemed to have

issued the certificate on the last day of that period.

- 29.5** Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.
- 29.6** Each package shall be clearly marked in accordance with the Special Conditions.
- 29.7** Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 Verification operations

- 30.1** The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.
- 30.2** The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;
 - b) their replacement with proper and suitable supplies;
 - c) the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefor, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
 - d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3** The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.
- 30.4** Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

- 30.5** The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the 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, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

31.2 The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:

- 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
- 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 Project Manager 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 Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he 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 34.2 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 implementation 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.

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 making good any defect in, 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 Project Manager. 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 or the Project Manager 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 or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

32.6 The warranty 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 such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.
- 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 Project Manager.
- 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.
- 35.4** Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected 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 Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:
- a) the Contractor substantially fails to perform his obligations under this contract;
 - b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely implementation of the supplies;
 - c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
 - d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
 - e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering execution of the contract occurs;
- l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

36.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.

36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the implementation of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.4 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

36.5 The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.

36.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in Article 2 of the Special Conditions.

36.7 This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

Article 37 Termination by the Contractor

37.1 The Contractor may, after giving 14 days notice to the Contracting Authority,

terminate the contract if the Contracting Authority:

- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- 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.

37.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.

37.3 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 implementation 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-implementation 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 and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager 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 Project Manager.

38.5 If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Project Manager.

- 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 execution 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 execution 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 and 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.
- 40.2** If the amicable dispute-settlement procedure fails, the Parties may, in the case of decentralised contracts, agree to try conciliation through the European Commission. If no settlement is reached within 120 days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

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) either a ruling from a national court
- b) or an arbitration ruling

in accordance with the Special Conditions of this contract.

ETHICS CLAUSES

Article 42 Ethics clauses

- 42.1** 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 shall lead to the rejection of his candidacy or tender.
- 42.2** Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.
- 42.3** This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 42.4** When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 42.5** The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 42.6** For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 42.7** The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 42.8** The Contractor and his staff shall be 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 Contractor shall be confidential.

- 42.9** The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 42.10** The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 42.11** The Commission reserves the right to suspend or cancel project financing 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.
- 42.12** 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 or commissions paid to a company which has every appearance of being a front company.
- 42.13** The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 43 Administrative and financial penalties

- 43.1** Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Commission within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to three years in the event of a repeat offence within five years of the first infringement.
- 43.2** If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Article 44 Checks and audits by Community bodies

- 44.1** The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.
- 44.2** Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Community legislation for the protection of the financial interests of the European Communities against fraud and other irregularities.
- 44.3** To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Consultant must inform the Contracting Authority of their precise location.
- 44.4** The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor or any other party benefiting from EC funds.

ANNEX II : TECHNICAL SPECIFICATIONS

1.1 GENERAL

a) Minimum Specification

The specifications listed here within represent the minimum acceptable. Tenderers may offer items of equal or higher specification. Tenderers should clearly state where an offered specification is different but superior to the minimum specification given here.

b) Distribution

All items will be distributed as indicated in the Distribution Matrix Tables for Lots 1 and 2, unpacked, installed and tested with operator training carried out in accordance with the instructions in this tender dossier.

c) Certification

Tenderers will be required to provide original documents during or prior to delivery, to support the 'CE' mark in respect of the related directives for IT equipment.

d) Electricity

The electricity supply in Egypt is 220 V (single-phase) and 380 V (three-phase (+ neutral)). The quality and stability of the supplied current may undergo fluctuations (+ and -) of more than 10%. All supplied hardware must operate on a 220 V \pm 20 V, 50 Hz \pm 0.5 Hz, power supply and be suitable for direct connection to the standard power outlets in Egypt. The type of electrical outlets generally installed in Egypt is the type with 2 side mounted earthing poles.

e) Uniform Supply of Equipment

All items of the same code shall be of identical model and configuration for the entire delivery. In the event of unavoidable changes during delivery, (external to the bidder's control), only upgrades to the existing models, with identical configurations will be acceptable.

f) Quality

The quality of all items supplied will be determined during provisional acceptance. The durability of items, such as hand tools etc, will also be determined during service prior to issuing the Final Acceptance Certificate.

g) Specifications and Nomenclature

This tender dossier is organised to guarantee non-discrimination to all tendering parties. The Contracting Authority has, however, deemed that the subject of this tender is considered to be "an exceptional case" within the meaning of Paragraph 6 of Article 131 of EC Regulation 2342/2002 (and any subsequent revisions thereto). This is deemed an "exceptional case" since the subject of the contract explicitly requires that certain items to be procured must fully integrate with the currently existing information technologies in use by the beneficiary.

As such, in certain instances, where a reference has been made to a specific make or source, process, trademark, patent or product type, the reference is made only to describe a type of product classification (and all of its equivalents) for which no universally approved industry standard, benchmark or other sufficiently detailed or intelligible description is available at the time of the issuance of the procurement notice. In any and all such instances, the tendering party and the Contracting Authority shall interpret such a description as inclusive of any equivalent (or better) and the Contracting Authority shall accept for evaluation and

procurement purposes as "compatible" any specification which is equivalent or better, irrespective of the actual nomenclature used by the tendering party.

1.2 Lot 1 IT Equipment for Risk Management Post Clearance Audit

Introduction

The Egyptian Customs Authority (ECA) declare its need for a Data Warehouse system to assist in decision support system (DSS) in the organisation to enable applying & using the latest methods in analysing and data mining which will be through developing a data warehouse that includes designing and planning and applying the required infrastructure.

A general structure for the infrastructure would be the data warehouse based at ECA HQ with a web server linked to a secure WAN to the customs sites around Egypt. All control and development will be based at ECA HQ with the country wide customs sites entering pre-defined data and extracting reports as required.

1.2.1 The outline for the required system:

The ECA invites established, experienced companies in the IT field that are able to execute this urgent project, to present their Technical and Financial offer to meet the stated requirements, and to fully integrate with the currently installed systems in the organisation.

All companies bidding for this tender are advised to attend the clarification meeting where existing items and systems at the project location can be examined to ascertain compatibility with their proposed system i.e., system package, applications package, current database, current network etc.

The required Hardware, Software and Professional Services include:

Deliver and implement a comprehensive solution (hardware, software, operating systems, databases etc) required for implementing the risk management and case intelligence expert system for the ECA which incorporates:

- System analysis, design and implementation including the security of the overall solution that should cover:
 - Security architecture
 - Proposed assets (hardware, software, applications, ...)
 - Security policies and procedures
 - Appropriate security tools
 - Security assessment, implementation and deployment
 - Security testing, monitoring and auditing for all components
- All applications mentioned in section 1.2.2 below (Arabic interface for screens and reports)
- Licenses for all software engines included in the solution (licenses submitted must be for unlimited number of users), including but not restricted to:
 - Data warehouse system that can deal with large amounts of information.
 - Data mining tools
 - OLAP tools including ad hoc query and dashboard
 - ETL tools
 - Security related software
 - Cluster load balancing related software

- All required operating system, clustering software and corporate security tools/anti-virus software licenses
- All hardware platforms needed including any necessary system monitoring and management software, including:
 - Highly configured main data warehouse system with suitable external storage and backup/archive/restore system
 - Highly configured web server.
 - Highly configured application server.
 - Highly configured unit with high processor to rapidly put the applications responsible for extract and load the data from the automated locations from the data warehouse.

1.2.2 Applications and Services required

- Design and implement an enterprise data warehouse
 - hosting the centralised national customs risk management data elements,
 - hosting the centralised national customs intelligence information and enforcement interventions data elements, and
 - complies and incorporates all the data elements of the data model recommended by WCO and WTO
- Study all data sources and implement an automatic solution for collection, storage and processing of the information from the ports and all relevant sources.
- Deployment of decision support systems and configure the population of multi-dimensional data cubes to support the decision support systems
- Developing and implementing the following applications:
 - Centralised valuation inquiry
Add the facility of centralised inquiry of the prices of listed goods as per its harmonised code and linking it to the current customs applications according to the GATT convention valuation regulations.
 - Revenue Monitoring:
Monitor the revenue of the customs certificates on-line through the organisation intranet using a web monitoring application in an analytical frame using graphs and also enabling the drill in and data navigation.
 - Centralisation of all customs reference data updates:
Add the facility of centralising the management of the all customs reference data and the direct propagation of any update to all automated sites to the current customs applications.
 - Customs Business Intelligence
Developing and implementing an automated application for customs intelligence processing, including the automatic collection, storage and processing of the information, supporting communication flows of automated data and information transfer in the relevant field. This will enable improved access to the operative information in the field of customs intelligence and in the field of the on-line evaluation of the selection criteria.

- Development and deployment of an appropriate data extraction, transformation & insertion, web application that enables the populating of the data warehouse system with all data elements as per required frequency.
- Development of a security solution that covers three levels, mainly: physical, technical and procedural; these levels must build upon each other to provide the most appropriate environments to retain the integrity of data.
- Prepare a preset number of reports using data mining and OLAP tools.
 - 40 Multidimensional reports
 - 15 Ad-hoc reports
 - 12 data mining reports
- Train Customs technical team on:
 - Operation of the Data Warehouse System based on basic operating criteria.
 - How to build applications that may be required in the future relating to the project aims. By the project end, the team should be capable of supporting all project components in the future.
- Technical support and site operations management for one year after implementation of the system
- Deliver all technical documents, user manuals and analytical studies relevant for all points concerning the project in both English and Arabic.

1.2.3 Implementation Methodology:

A project plan is required for the full project implementation including the following:

- Detailed schedule of all activities and sub activities, allowing weekly and monthly reports to be extracted.
- Job description for every activity or milestone.
- Define delivery contents and time.
- Define final delivery and final operating time.
- The implementing of the project will be in carried out in parallel with the current system. There should be no delays or interruptions caused to the customs system.

Testing and receiving projects components:

A methodology plan is required for acceptance testing of the various components covering the following points:

- Inspection and testing for the HW & SW and database on the customs WAN.
- Final receipt after actual operation of the system including the communication of data between office locations for the contracted SW, HW and other items taking into consideration the compliance between the offered equipment, SW and the current customs programs which is a (Pass/Fail) condition for accepting offers.

1.2.4 Technical Solution Specifications (minimum)

General

- 1- The solution must be industry standard, or open, and easily interfaced to other industry standard tools (e.g. data bases, other analysis tools, etc).
- 2- The proposed solution must be fully compliant with all the recommendations of both the WCO and WTO data models.
- 3- The proposed solution should be complete with all required software and hardware necessary for operations. It should have the ability for capturing, collating, evaluating and disseminating information, and turning the information into intelligence, which can be most effectively distributed to relevant stakeholders.

The components of the system will include:

- hardware platform;
 - data base management system specifically designed for an enterprise data warehouse environment
 - data warehouse enabling tools (ETL, OLAP, data mining tools)
 - data warehouse building methodology
 - data modelling for enterprise wide data warehouse (entity relationship model) and a dimensional model for OLAP engine
 - populating the data warehouse with the initial data
 - web based application development environment, and web based applications mentioned in 1.2.2
- 4- At the database application level; the required application should have the following specifications:-
 - Transparent integration with the existing applications in customs.
 - Web based applications with optimised performance architecture.
 - Embedded mining and scoring techniques
 - Utilise data mining modelling approach including multiple analytical algorithms.
 - 5- The proposed solution should include the following functionalities as a minimum:
 - Data Capture, including the registration and accessing of data sources.
 - Data Filtering, extraction and transformation.
 - Data Storage.
 - Data retrieval.
 - Data analysis tools.
 - Business intelligence tools.
 - Warehouse management processes.
 - Reporting.
 - Management and interchange of metadata.
 - Capabilities for analysis, summarising, ad-hoc query, data transformation and loading.
 - Arabic/English support.
 - Secured Internet access to data reports and analysis tools using SSL encryption
 - 6- The proposed software should run on a Dual Node platform, or better, with fault tolerant capability.
 - 7- Proposed applications should be fully Arabised not only in the sense of accepting Arabic data, but it should allow screen flipping, correct adjustment of numerals and characters ... etc

- 8- Vendor should provide an overall diagram that describes the proposed solution including the system components.
- 9- The system should have the capability to build an integrated real-time enterprise wide data warehouse that will integrate with the other corporate system.
- 10- The proposed system shall be able to interact with operating systems currently working at customs (UNIX and SUSE Linux).
- 11- The proposed database should have proven scalability from megabytes to terabytes and demonstrate the ability to go to petabytes if required, with worldwide references of such implementations size.
- 12- The bidder's offer should include an implementation phase. It must also include a plan that describes in what manner the vendor will carry out an analysis on the Customs' entire IT data environment prior to the start of that implementation phase. After the analysis concludes, the implementation phase can begin, including but not limited to, the following work: Set-up the interfaces to the various data resources through the ETL tool; building of the general data repository; the data model initiation; and applications (models) set-up, customisation and running. This implementation should be clearly defined in the project plan with deliverables, amended as required by the results of the pre-implementation analysis..
- 13- Customs will reserve the right to perform a test to examine the proposed solution.
- 14- It is highly recommended that the vendor would have local implementation experience. Please state local references.
- 15- Vendor should describe how his solution will scale up if the data size doubles every two years.

Hardware Requirements:

All hardware listed below is to be a part of the whole submitted solution to build the requested risk management and intelligent system for ECA.

The proposed system should be configured with a matched set of system management tools that can provide single operational view, in graphical form, for monitoring and administrating the entire system. It should provide visual indications of system configuration and environmental status and control, while monitoring system messages and reporting fault information

➤ **Main Data Warehouse System:-**

The required system should be capable of performing many concurrent sessions at a time with very fast response time, based on parallel processing for better performance and load balancing, it should have the following specification as minimum:

- Parallel processing based with shared nothing architecture for linear scalability
- Three nodes with ability to upgrade to at least 12 in the same cabinet.
- Six nodes, each of which is MP based SMP Nodes, at least:
 - **Processor:**
 - Dual processors upgradeable to 4 processors
 - 64 bit extension technology and simultaneous multithreading
 - **Cache memory:**
 - At least 2MB Level 3 Cache per processor
 - **Main memory:**

- At least 4-GB of ECC protected memory per node upgradeable to at least 8 GB
- **I/O:**
 - Two dual-port 10/100/1000Mbps Gigabit Ethernet Network Interface Cards to provide redundant LAN connections as well as redundant cluster heart-beat connections
 - Two 2Gbps Fibre Channel Host Bus Adapters for SAN connectivity
 - I/O architecture and bandwidth details must be explained by vendor
- **Internal Storage**
 - Two hot-plug mirrored at least 140GB 15K rpm Ultra320 SCSI hard disk drives on two separate SCSI channels
 - Support RAID 1 up to RAID 5
 - CD-ROM or DVD-ROM drive
 - Floppy drive
- High availability features:
 - Hot swap redundant power supplies with redundant power inputs
 - Hot swap redundant cooling fans
 - Hot plug disk drives
 - Hot Plug PCI-X Slots
 - Memory chip kill or equivalent technology (protection against single DRAM failure)
 - Dynamic processor de-allocation upon excessive correctable errors
 - Dynamic memory page de-allocation upon excessive correctable errors
 - UPS Stack, each UPS with Dual AC Modules under dual power distribution
 - Structured cabling for Ethernet and power for up to 10 nodes
 - On board SCSI for internal node peripherals
 - Quad port adapter for connection to Disk Arrays and Tape subsystems with four 2Gb/sec connectivity channels
- Form Factor
 - Rack optimised form factor
 - Standard rack (at least 12U) to be provided to host all proposed servers
 - Rack to include at least two Power Distribution Units (PDUs) and blanking panels and any other needed accessories and software
- Third Generation Server Management (3GSM) Chassis
- Administration Workstation to provide single operational view for monitoring and administrating all nodes, with graphical user interface to provide a visual indication of system configuration and environmental status and control, while monitoring system messages and reporting fault information and serving as an administration console.
- Peripherals
 - 17" monitor
 - Latin/Arabic keyboard
 - Mouse
- System expandability
 - Vendor must state the number and type of Free PCI-X slots after accommodating all required interfaces
 - The system must be upgradeable to the maximum memory required (at least 8 GB) without replacing the offered memory modules and without adding any components other than the additional memory modules

- External storage with:
 - **Architecture and Technology**
 - Intelligent, high bandwidth, high capacity modular storage solution that can scale up to an adequate extra storage handled by the same RAID controllers
 - Based on SAN (Storage Area Network) architecture using 2 Gbps end-to-end Fibre Channel technology with support for 1 Gbps Fibre channel
 - The required solution must provide a highly available storage infrastructure with NSPOF (No Single Point Of Failure). This requires that all critical system components be redundant (e.g. power supplies, fans, Fibre Channel switches, host bus adapters, RAID controllers ... etc.)
 - **Supported operating systems**
 - Multi-vendor open solution that supports multiple 64-bit operating systems, compatible with current platforms in ECA (for example UNIX and LINUX)
 - **Controllers**
 - At least dual hot swappable fibre channel RAID controllers
 - At least 1GB cache per controller
 - Support RAID-1 and RAID-5
 - **Disk drives and storage capacity**
 - 2 TB of hot swappable drives, with the ability to expand to at least 5 TB within the same array
 - Must support both 2Gbps Fibre Channel disk drives and ATA disk drives
 - Must support the ability to mix disk sizes for future upgrade.
 - **Performance**
 - Capable of handling sustained throughput not less than 600MB/s
 - Enhanced data integrity protection DAP-1
 - Support RAID-1 and RAID-5
 - **Internal and external data replication**
 - Supports instantaneous point in time snapshots and clones (for backup, training, testing purposes etc.)
 - Support two-way synchronous and asynchronous storage based remote replication (for future disaster recovery requirements)
 - **SAN infrastructure**
 - The offer must include two 8-port 2Gbps Fibre Channel switches, all necessary Fibre Channel cables, and any software required to achieve server connectivity with NSPoF

- Backup and restore solution

All Backup/Archive/Restore system suitable for the proposed solution including any required software or hardware.

- **Tape Library**
 - Rack mount tape library system based on LTO2 technology
 - Configured with two drives compatible with the offered hardware and software and at least 20 media slots
 - Scalable through cascading similar units if needed in the future to support more drives and media slots
 - Throughput per drive not less than 30MB/s
 - The library will be connected to the offered SAN through a 2Gbps Fibre Channel port
 - Touch screen panel for easy library operation
 - Hot Plug drives for on line repair and capacity expansion, without interrupting library operations for minimum downtime

- Include at least 36 tapes (120 GB at least)
- **Backup/ archive/ restore management application**
 - Enterprise class data protection software that can scale from small to large configurations and support heterogeneous platforms
 - Provides for a fully automated unattended backup and data protection solution
 - Supports disk backups (snapshots or mirrors) as well as tape backups and automates/manages a scheduled combination of both
 - Supports restore operations from both disk and tape
 - Provides online backup for the proposed applications and Data Warehouse Solution
 - Provides Open File backup capabilities
 - Provides LAN-free backup by conducting backup over SAN for SAN-connected servers
 - Simple and easy to use GUI (must have the same GUI for the offered operating system)
 - Must have multiple Disaster Recovery options including but not limited to one-button-disaster recovery and disk delivery (the different DR options to be explained by vendor). The DR options must be part of the main application and if provided as a separate application/module must be included in the proposed solution and the means of integration must be clearly explained by vendor.
 - Must have sufficient reporting features as part of the main application (vendor to provide details)
 - Support clustering for high availability of the backup data warehouse and configuration
- **Backup server suitable for the proposed solution**
- **Warranty and support**
 - 1 year on-site support for H/W and S/W including free spare parts and labour
 - 3 years licenses and updates for data warehouse software
 - Includes free software updates during the warranty period
 - *Support must be provided directly by the original hardware manufacturer and operating system vendor*
- **Operating system:**
 - 64-bit operating system with unlimited user license
 - Should be able to support and be installed on different processor type for future expansion.
 - Advanced file system and volume management capabilities
 - Clustering software to be included. Must support and integrate with the used Data Warehouse system.
 - Must include rigorous security features and utilities including host-level intrusion detection
 - Must include strong fault management capabilities/tools to allow the system to detect and isolate errors, correct if possible, and then notify system administrators via email, pager, console logs or through integration with system/enterprise management applications (vendor to provide details).

In order for the Customs Authority to operate the risk management and post clearance audits through the data warehouse (servers and software), equipment and software will be required at their primary offices throughout Egypt. The following

equipment and software will be procured under the contract for the locations indicated:

Tab1: Risk Management Equipment Location Table

Item	Quantity	Reference No.	Function/ Unit	Location
Data warehouse Server(s)	1	1.01		Cairo ECA HQ
Notebook	20	1.02	PCA	Alex CRU building
Notebook	15	1.02	PCA	Cairo ECA HQ
Notebook	15	1.02	PCA	Port Said Customs HQ
High configuration PC	13	1.03	DW	Cairo ECA HQ
High configuration PC	12	1.03	Risk	Alex port CRU building
Workstation PC	30	1.04	MCC	Cairo 4 Tayyaran St
Workstation PC	20	1.04	MCC	Port Said Port MCC building
Workstation PC	12	1.04	Intelligence	Cairo ECA HQ
Workstation PC	12	1.04	Intelligence	Alex port main customs building
Workstation PC	6	1.04	Intelligence	Port Said Port main customs building
Workstation PC	6	1.04	Intelligence	Suez Port main customs building
Workstation PC	6	1.04	Intelligence	Damietta Port main customs building
48-port network switch	1	1.05	MCC	Cairo 4 Tayyaran St
48-port network switch	1	1.05	MCC	Port Said Port MCC building
24-port network switch	1	1.06	Intelligence	Cairo ECA HQ
24-port network switch	1	1.06	Intelligence	Alex port main customs building
24-port network switch	1	1.06	Intelligence	Port Said Port main customs building
24-port network switch	1	1.06	Intelligence	Suez Port main customs building
24-port network switch	1	1.06	Intelligence	Damietta Port main customs building
24-port network switch	1	1.06	Risk	Alex port CRU building
Plasma screens	2	1.07	MCC	Port Said Port MCC building
Network A4 printer	1	1.08	Intelligence	Cairo ECA HQ
Network A4 printer	1	1.08	Intelligence	Alex port main customs building
Network A4 Laser Printer	1	1.08	Intelligence	Port Said Port main customs building

Item	Quantity	Reference No.	Function/ Unit	Location
Network A4 Laser Printer	1	1.08	Intelligence	Suez Port main customs building
Network A4 Laser Printer	1	1.08	Intelligence	Damietta Port main customs building
Network A4 Laser Printer	1	1.08	DW	Cairo ECA HQ
Network A4 Laser Printer	1	1.08	Risk	Alex port CRU building
A3 scanner	1	1.09	Intelligence	Cairo ECA HQ
A3 scanner	1	1.09	Intelligence	Alex port main customs building
A3 scanner	1	1.09	Intelligence	Port Said Port main customs building
A3 scanner	1	1.09	Intelligence	Suez Port main customs building
A3 scanner	1	1.09	Intelligence	Damietta Port main customs building
A3 scanner	1	1.09	Risk	Alex port CRU building
A3 scanner	1	1.09	DW	Cairo ECA HQ

Interfaces:

The proposed solution should be interfaced with the Customs existing applications and data.

Database Management System Requirements:

- 1- Ability to support mixed workload environment
- 2- Automatic DBMS Level Failover
- 3- Able to support third normal form or lightly tuned physical designs (1NF through to 3NF as performance needs dictate)
- 4- No need to split, order or convert data split
- 5- Use of views with no performance degradation
- 6- Robust and intelligent optimiser
- 7- Ability to utilise logical views or advanced indexing techniques in lieu of physical data marts
- 8- ODBC compliant
- 9- Automatically managed index options
- 10- Easy and automatic re-configuration during growth
- 11- Full parallelism thus lower overall CPU needs
- 12- Full parallelism for all queries
- 13- Concurrent read / write capability
- 14- Logical and automatic space management
- 15- Minimal tuning parameters
- 16- Priority scheduling

- 17- Simple expansion process
- 18- Ability to load a huge data directly from source into the database as fast as possible
- 19- Ability to extract data from any database structure
- 20- Product allows use of stored procedures and triggers.
- 21- Product supports SQL DML, DDL capabilities
- 22- An integrated open environment that provides a total solution which includes a relational data store, CASE tool to design the data store, interface to E.T.L tool to extract data
- 23- The database server should be capable of performing joins and merges
- 24- The product will be able to utilise data from multiple data sources without routine intervention
- 25- Capability to balance load across several servers
- 26- Ability to combine the capabilities of a data warehouse server, an Extraction-Transformation and Loading Server, an OLAP server and a Data Query/ Mining Server all in one main infrastructure.
- 27- Support of bit-mapped indexes (e.g. both dynamic and stored), join index, and other joins, function-based indexing, and synchronisation scans.
- 28- Support of summary tables, materialised views and hierarchies in the RDBMS.
- 29- Support for on-line analytical processing (OLAP) in the database.
- 30- Native support for data mining within the database architecture
- 31- Ability to tune and enhance performance of the application by avoiding memory contention and supporting the techniques that share the memory, e.g. shared procedure cache, shared static and dynamic D/B, automatic re-optimisation, automatic load balancing using O/S processes,...etc.
- 32- Product must be available on multiple platforms compatible with UNIX and Linux versions in the ECA
- 33- Product should be able to backup the database efficiently during normal operations even while OLTP-Online Transaction Processing-continues, with no performance impact. It must provide an on-line backup, increment and cumulative backups, on-line recovery, recovery to a point of time as well as statistical reporting activities.
- 34- The engine should also allow the data warehouse administrator to administer remote systems as well as Simple Network Management Protocol (SNMP) support.
- 35- Product should provide an architecture that can be scaled linearly as additional processors are added in symmetric multi-processing (SMP) and massively-parallel processing (MPP) components.
- 36- Recovery against damaged parts of the database while the rest of the database is in use for OLTP access. The recovery actions should be varying depending on the situation, e.g. recovery from instance failure or recovery from media failure.
- 37- Ensuring data integrity.
- 38- Manipulation of large data sets, large database sizes on same System at the shortest possible time.
- 39- Must have an integrated set of security features at different levels, row level locking, supporting encryption of data and role based security. State the number and type of security certification awarded

- 40- Support of all known Data types including but not limited to Long fields to allow enclosure of standard Image file formats, e.g. TIFF, PIC, JIF, PCX, BNP, PCD, RAS. as well as all types of Multi-media data types depending on the D/B platform.
- 41- Allowing a complete High Availability of data base failover against system failure. This should reach the point of an uninterrupted transaction processing
- 42- Availability of system Management tools providing additional security features, tuning features and Diagnostics feature is a big asset
- 43- Data Base should support advanced, fully automated and dynamic data and indices partitioning. Partitioning techniques should at least include partitioning by value, list partitioning and others. Partitioning setup and usage should be totally transparent from applications and users.
- 44- Support of automated advanced Disaster Recovery procedures.
- 45- Support of concurrent ad-hoc complex queries that involve historical data.
- 46- Queries should be implemented strictly to ANSI Standard isolation levels that will always return the consistency expected.

Data Extraction, Transformation & Loading Tools (E.T.L.).

- 1- The System should have a powerful data extraction tool.
- 2- The System should support metadata.
- 3- The E.T.L tool should store metadata in relational format.
- 4- The E.T.L tool should integrate its metadata with the CASE Tool and the reporting tool.
- 5- The E.T.L tool should allow for graphical mapping of data.
- 6- The E.T.L tool should allow for revisions to extraction of data.
- 7- The E.T.L tool should understand natively the underlying structure of the database.
- 8- The system should be capable of extracting data from multiple heterogeneous sources.
- 9- The E.T.L tool should have filters and conditions that can be applied during the extraction process.
- 10- The E.T.L tool should allow data extraction from different sources including, COBOL Flat files, and RDBMS such as Sybase, Oracle Database.
- 11- The E.T.L tool should include bi-directional data flow capabilities between operational data stores and data warehouses. It must be able of reading from and writing to the same database.
- 12- The E.T.L tool should allow real-time selective data capture, transformation, delivery and verification of very high volumes
- 13- The E.T.L tool should be capable of geographically and/or network distributed data warehouse deployment support (optional)
- 14- The E.T.L tool should include dynamic and selective rollback capabilities
- 15- The E.T.L tool should read variable length records
- 16- The E.T.L tool should map multiple record types from a source within a single file, e.g. Header and Details records.
- 17- The E.T.L tool should access FTP sites to retrieve data sources and write back out to FTP sites as target

- 18- The E.T.L tool should allow for user defined selection criteria from the data sources with no limitation
- 19- The E.T.L tool should support automatic 'Syntax Validation' during the data extraction and/or transfer.
- 20- The E.T.L tool should support open database connectivity (ODBC)
- 21- The E.T.L tool should support BULK LOAD capabilities of the product of RDBMS.
- 22- The E.T.L tool may re-use target and source mapping (optional).
- 23- The E.T.L tool may create the target database tables if they do not already exist.
- 24- The E.T.L tool should be able to consolidate with heterogeneous databases on different platforms.
- 25- The E.T.L tool supports command line batch execution (optional).
- 26- The E.T.L tool should include debugging and real-time execution capabilities for the transformation process from the end user interface.
- 27- The E.T.L tool should allow for better archival, tracking, and auditing of data transactions by maintaining a history of changes and deletions that include audit details.
- 28- The E.T.L tool should address performance by taking advantage of multi-processor systems, parallel processing, multiple instances, single pass data extraction & logic, data load advantages.
- 29- The E.T.L tool should support XML capabilities.
- 30- The E.T.L tool should offer a choice of data extraction approaches. (source, target or in between)
- 31- The E.T.L tool should scale from simple to complex data movement and transformation routines.
- 32- The E.T.L tool should facilitate data transformation functions through built in libraries containing transformation functions
- 33- The E.T.L tool should provide direct loading to data warehouses, data marts, and OLAP servers, with native interfaces to leading relational and multidimensional targets.
- 34- The E.T.L tool should support parallel execution of jobs as well as in-memory data handling.

OLAP Engine :

It should support the following:-

- ENTERPRISE REPORTING
 - Support for all forms of enterprise reports
 - User-defined web reporting
 - Allow reports to be shared between client/server and web users
 - Enable users to drill up and down on the results set, pivot data, and change the layout to discover trends or problems.
 - High throughput report production and distribution.
 - Pixel-perfect and print-perfect design using a flexible, graphical development environment
 - Offer comprehensive graphing capabilities that support different graph types, enriched interactivity with features such as graph titles, extensive display colours, format styles, scaling and resize option
 - Enterprise reporting summary

- Ability to execute ad hoc by users with parameters online, or schedule
- Support summarising detail data “on the fly” to find aggregate values
- Data Model ANALYSIS
 - Table sharing with personalised views and security
 - Automatic synchronisation of intelligent ‘Data Model’
 - Ad Hoc drilling from summary data to transactional details
 - Data model summary analysis
- AD HOC QUERY AND ANALYSIS
 - Parameter-driven reporting and guided analysis
 - Drill anywhere allows users to surf the entire database, creating new ad-hoc reports dynamically through the drilling process
 - OLAP analysis against the entire database – on the fly report manipulations
 - Filtering data using the power of sets
 - User-defined data grouping
 - Ad Hoc query and analysis summary
 - Capability to publish data readily on the web
 - Multidimensional local sorts
 - Query auditing capacities
 - Availability of conditional filters
- DASHBOARDING
 - Rapid dashboard creation using wizards
 - Context-sensitive cues in the dashboard wizard guiding users through the dashboard design process, suggesting optimal formatting and layout options.
 - Provide a number of standard templates that can be used out of a box or customise to suit specific business needs.
 - Flexible dashboard deployment options
- REPORT DELIVERY AND ALERTING
 - Reports delivered in Arabic and English
 - Report distribution through any touch point
 - Self-subscription as well as Administrator-based Distribution
 - Delivery on-demand, on-schedule or on-event
 - Automatic content personalisation including a user’s own ‘personal page’
 - Report delivery and alerting summary
 - Ability to share and publish reports in a variety of formats, including, but not limited to PDF, XML, Excel, DOCs, HTML TXT, XML, and MAPI compliant email systems for distributing to a large communities
 - Capability to publish data readily on the web
 - Full role based security model with support for any external authentication system.
 - Shared authentication system for all modules providing true single sign-on
 - Flexible distribution methods: centralised access, email
 - Support for transparent login
 - Full logging and usage tracking capability of the system and the reports
 - Web browser-based query and analysis solution with off-line analysis capabilities
- REPORT AGAINST ANY DATA SOURCE
 - Relational sources supporting existing sources on ECA and its affiliate organisations environment Oracle, SQL, Teradata, Sybase, and ODBC
 - Dimensional sources such as Cognos OLAP, SAP BW, Microsoft SSAS, Essbase, and Oracle 10G
 - ERP systems like SAP, PeopleSoft, and Siebel
 - Modern sources including XML, Java beans, JDBC, LDAP, WSDL, .NET.

- Satellite sources such as Excel files, Access files, and flat files
- Content management data, including FileNet, Documentum, and OpenSoft
- High-performance federated data access across all sources
- Support for example, Windows, UNIX, and Linux operating systems, including mixed platform deployments
- Single portal, metadata layer, and point of administration
- Unified user interface and unified backplane architecture
- Single Unified User Interface
- Single Unified Backplane

Data Mining Tool:

Required specifications include the following:

- 1- Availability of a set of powerful descriptive statistical functions.
- 2- Capability to detect patterns through exhaustive and predictive analysis of all data in the data warehouse.
- 3- Featuring tools for effective analytic applications, like: scores, predictions, descriptions, profiles.
- 4- Data transformation and reduction components.
- 5- Availability of several machine learning algorithms to enable building of analytic model, specifically: decision tree, rule induction and clustering algorithms.
- 6- Support of several multivariate statistical analysis techniques: Linear Regression, Factor Analysis and Logistic Regression.
- 7- Allow simplification of the process of extracting business intelligence from large amounts of data.
- 8- Ability to enhance applications with Predictions and Insights
- 9- Must support a Java-based API, thus allowing an application developer to access Data Mining's functionality through Java programming. (Additional APIs are acceptable, but will not be seen as a replacement to the Java API)
- 10- Automation of data preparation, model-building, and model-scoring operations.
- 11- Access data from any Relational data source as well as Multidimensional Cubes. Can build the mining model by extracting the data from any data source, which will make it work not only with data stored in any relational database but also with Excel sheets, flat files or any other data source that has an OLEDB provider.
It also supports extracting data from OLAP and Multidimensional cubes.
- 12- Extensible set of APIs that allow Third parties to add data mining algorithms.
- 13- The tools should provide a graphical interface to construct a Data Mining model, as well as the capability to examine and explore the Data Mining model using a GUI.

Ad-hoc Query Module

- 1- Support of automatic grouping of data
- 2- Support of Wizards and tutorials
- 3- Capability to publish data readily on the web.
- 4- Drilling capabilities
- 5- Multidimensional local sorts
- 6- Support of scheduling
- 7- Support of advanced multidimensional querying (Optional)

- 8- Query auditing capabilities
- 9- Availability of conditional filters, highlighting and display (Optional)
- 10- Ability to Subset Data:
 - i. by listing items
 - ii. by level within a hierarchy (region, quarter)
 - iii. by shared characteristics
 - iv. by character matching
 - v. by exception (i.e., products with actual sales >10% under budget)
 - vi. by rank (i.e., top 10 products based on current period net earnings)
- 11- Ability to Save Selections for Later Use as:
 - i. Lists (Static)
 - ii. Scripts (Dynamic)
- 12- Sorting:
 - i. Manual drag-and-drop
 - ii. Alphabetic
 - iii. Based on data value
 - iv. Based on level or hierarchy

Logical Data Model Specifications:

Required specifications include:

- 1- A powerful, comprehensive data model that covers all needed customs entities and their attributes from all available sources.
- 2- The model must be a layered model with sufficient detail to represent the requirements customs.
- 3- The modelling component should be clearly described with ALL available tools and which of them are proposed.
- 4- The Model has to be scalable and dynamic in nature.
- 5- Capability to extend and customise the Model according to Customs environment and needs.
- 6- The Model has to be parameterised.
- 7- The model has to be generic and independent of the organisational structure of the Customs.
- 8- The model must be flexible and reusable.
- 9- The model must feature object-oriented capabilities like: inheritance, classification.
- 10- The model must have rules that assure information integrity and quality.
- 11- The model must allow for information sharing across business applications.
- 12- The model must feature metadata or data concepts which abstract categories of data types available in the model.
- 13- The vendor will migrate all current data into the new data Model

Vendor Experience and Implementation Plan

- 1- The vendor shall clearly describe his past experience in building and implementing such projects locally and internationally.
- 2- The vendor shall include in his proposal a clear plan of implementation with proper stages and deliverables at each stage.
- 3- The implementation will include the following phases at least (each phase must be clearly defined in terms of duration, required resources- human, equipment, etc., requirements from Customs, start and end time, deliverables.):
 - An analysis phase to ALL existing Customs' IT data environment.

- Set-up of the interfaces to the different data resources through the ETL tool.
 - Building of the general data repository.
 - Data Model initiation.
 - Applications (Models) set-up, customisation and running.
- 4- A clear description of the technical support level and the provided free software upgrades must be submitted.
- 5- The Bidder shall submit with his proposal an overall execution plan for the project, which explains:
- The project management approach.
 - The objectives of each step, the associated milestones and deliverables
 - The organisation chart identifying each key position, its responsibility and role, and the relationships between positions
 - A realistic estimate of the Deliverables and efforts must be provided.
 - A detailed project schedule, which becomes a contractual document in case of contract awarding, with project charter, project plan comprises of WBS, deliverables, resources and Gantt chart, PERT chart.
 - The requested involvement of the Customs during each step, both in terms of human resources and qualification.
 - Amount of work to be done within bidder's facilities and on-site

Training:

The supplier must provide a training plan for local and remote ECA technical staff based on the implementation plan, with the indicated staff numbers, in the following areas:

- 1 Administrators – 3 No.
- 2 D/B Operation – 5 No.
- 3 Data Warehousing - 5 No.
- 4 Data Modelling and design – 5 No.
- 5 OLAP tools – 15 No.
- 6 Application training – 20 No.
- 7 Data mining - 15 No
- 8 ETL techniques and implemented tools – 5 No

On-site support

The supplier shall provide on-site support for the data warehouse system at the ECA headquarters for a period of 18 months from Provisional acceptance of the supplies.

1.2.5 General Conditions:

1. All tenderers or their local partners must currently have an open working office in Egypt with qualified technical staff. They must have a track record in implementing large data warehouse projects.
2. Tenderers shall apply any relevant agreements with software vendors applicable to the Egyptian Government, Ministry of Finance and ECA.
3. Warranty period should be not less than 1 year starting from provisional acceptance.
4. All data warehouse software shall be supported by updates during the warranty period.
5. All data warehouse software supplied shall be inclusive of all required licenses for a period of 3 years from provisional acceptance.

1.3 Lot 2 IT Equipment and Video Conferencing System for the National Customs Training Institute (NCTI)

Introduction

The EU is providing technical and financial assistance to the Egyptian Customs Administration under the programme Trade Enhancement Programme TEP-C. The Egyptian Customs Administration has plans to establish a National Customs Training Institute (NCTI) in Alexandria at the site of the current regional training centre. Other donors, including the Swiss Customs Department and USAID, are assisting with policy, management restructuring, course design etc. The EC will supply IT classroom equipment and workstations, including a language laboratory within the TEP-C.

As a part of this assistance to management restructuring and efficient use of manpower and time, a Video Conference Solution is required to connect various offices across the country.

1.3.1 Training Institute

The NCTI will be constructed on the upper 5 floors, each with an identical physical layout. However, the usage of the accommodation will vary from floor-to-floor as shown below.

Proposed Accommodation

Floor	Training Accommodation	Administrative Offices
(1) 3 rd Floor	1 large classroom (50/60 persons), equipped for simultaneous translation 1 small classroom (30 persons) with normal classroom equipment	General Director's Office Secretary's Office Head of Alexandria Institute Office Administrative Offices (2)
(2) 4 th Floor	1 large classroom as Computer lab. 1 small classroom as Language lab	Lecturers' room, trainees' room photocopying etc.
(3) 5 th Floor	1 large classroom (50/60 persons), equipped for simultaneous translation 1 small classroom (30 persons) with normal classroom equipment	Financial and Administrative Affairs office, lecturers' and trainees' rooms.
(4) 6 th Floor	1 large room as Customs Museum 1 small room as Library	No Administration Offices
(5) 7 th Floor	1 large room as Meeting Room and a small room for workshops	Lecturers' room, trainees' room photocopying etc.

This totals 2 large classrooms and 2 small classrooms of a standard configuration with no special requirements. These can be equipped for normal classroom training.

General Requirements

It is important that any IT equipment, supplied for training administration, should be of a specification which will allow future integration with a human resource (HR) system.

LAN / WAN Connectivity - The NCTI will have local area network (LAN) connectivity within the same floor and throughout all floors. It will be connected also through WAN (leased lines) to the main data centres around Egypt to provide for application training using an application training database.

Internet - The NCTI will require a web-server equipped to provide an internet connection via an ISP and develop web pages integrated with current systems. It is proposed to use "video

conferencing” for connecting the regional training centres to the NCTI to provide remote interactive training. Such a system will give flexible usage for both training and administrative purposes.

In order to meet the training requirements the following hardware and software is to be procured and delivered to the NCTI in Alexandria:

Item Number	Description	Quantity
2.01	Office Server	1
2.02	Desktop PC Workstation	100
2.03	Notebook/Laptop	10
2.04	Multifunction Printer	2
2.05	Colour LaserJet printer	1
2.06	Datashow projector	10
2.07	Headphone with microphone	25
2.08	Scanner	1
2.09	Antivirus software (1 server and 110 PC’s)	1 = (1 + 110)
2.10	Business Software Package	41
2.11	Firewall	1
2.12	24 Port Switch	5
2.13	Simultaneous Interpretation system	1
2.14	Video Conference Solution	1

1.3.2 Simultaneous Interpretation system

The simultaneous interpretation system should consist of:

- a microprocessor-controlled instructor unit .
- 60 delegate units and.
- A simultaneous Interpretation facility for two translated languages upgradeable to 4.
- Interpretation booth should meet all existing ISO standards (required in Europe and by top US professionals) and fit for two or three Simultaneous Interpreters.
- 60 high quality microphones, microphone activation via voice or key
- full key control for all functions including the volume settings
- Modes and speaker limit are configurable
- High quality 2-way-loudspeaker system in all terminal stations
- Priority — and cancel functions for instructors

- The system is fully controlled by a microprocessor in the instructor station. Among other features, the instructor station controls the mode in which the delegates may take the floor and the number of microphones that may simultaneously be activated
- The delegates have the right to directly activate their microphones by simply pressing the MIC key provided, or press the MIC key on their stations and wait until the instructor calls upon them to speak or the microphones are activated by voice.
- Combination with the simultaneous interpretation works perfectly
- Intelligent bus cabling
- tape outputs for recording (2 languages + original)

A- Infrared Simultaneous Interpretation System

Specifications:

- Infrared system must consist of separate modulator and emitter units, with portable receivers.
- The modulator unit must be a half-rack style, metal enclosure. A rack panel must be available to mount one or two modulator units within a single EIA rack space. An adjustable floor stand and mounting bracket must be available to mount the modulator and emitter together for portable operation.
- The modulator must provide two channels of selectable FM carrier signals; 2.3/2.8/3.3/3.8 MHz, so that a single modulator can be used to simultaneously transmit up to two channels, and two modulators can be ganged together to transmit up to four channels simultaneously.
- The carrier signals must use 50 kHz deviation and 50 μ S pre-emphasis. The carrier signals (baseband) shall be transmitted to one or more emitters by 50 ohm RG58 coaxial cable with BNC-type connectors.
- A BNC-type baseband input jack and baseband output jack must be provided on the modulator. The modulator must be powered by an external 24 VAC, 10 VA, 50-60 Hz power supply, connected via a three-pin Molex power connector.
- It must have a power switch, power LED indicator, four carrier indicator LEDs, and two bar graph-type LED audio indicators. The modulator must have a modulated IR LED on the front panel for testing purposes, and a headphone jack that accommodates mono and stereo 1/4" headphones, and channel monitoring switch.
- The modulator must have two rotary audio input level controls, and a screwdriver adjustable control for varying the input compression from 1:1 to 4:1.
- The modulator must have two timers that automatically shut off the carriers when there is no audio signal present for 30 minutes.
- The modulator must have two combination input jacks that accept 3-pin XLR plugs for balanced microphone input or 1/4" TRS plugs for balanced or unbalanced line-level inputs.
- The XLR inputs must be low impedance, accept signal levels from 100 μ V to 90 mV, and supply 15 V simplex power per DIN45596. The TRS jacks must accept balanced or unbalanced audio signal levels from 21 mV to 10 V.

Emitter:

- The emitter must be contained in a metal enclosure with a shatter-resistant lens.
- The emitter must include an omnidirectional mounting bracket for permanent installation and a bracket must be available for mounting on a floor stand for portable installations.
- Each emitter must be powered by a 24 VAC, 50 VA, 50-60 Hz power supply. The power connector must be a 3-pin Molex-type.

- The emitter must have a BNC-type 50 ohm baseband input and a BNC-type baseband 50 ohm output jack.
- The emitter must have a repeater circuit to allow multiple numbers of emitters to operate from the baseband signal.
- The emitter must have a visible LED indicator for power and for baseband signal. Carrier frequency is 50KHz to 8 MHz.
- The emitter must shut off when the baseband signal is not present.
- The emitter must provide an effective coverage area of 28,000 sq. ft. (2,600 sq. m.) in single channel mode and 18,000 sq. ft. (1,700 sq. m) in two channel mode when using the RX12-4 or RX16 receivers.
- The emitter must be convection-cooled, without fans.

Four Channel Receiver:

- The receiver must be a body-pack type with an IR detector lens on the face of the unit. The unit must have a lanyard for hands-free operation.
- The receiver must have a rotary-type volume control.
- The receiver must operate for 60 hours with two AA alkaline batteries and for 30 hours per charge with NiMH AA batteries.
- The receiver must be charged without battery removal via charger contacts in the case. A drop-in charger accessory must recharge the batteries in 14 hours.
- The receiver must be housed in an impact resistant plastic case with a hinged battery door that does not separate from the receiver.
- The receiver must receive 2.3MHz, 2.8MHz, 3.3MHz or 3.8MHz modulated IR signals with 50 μ S de-emphasis.
- The receiver must have a 3.5 mm stereo phone jack and accommodate low-impedance mono or stereo earphones, and headphones. The receiver must accommodate neckloop telecoil couplers.
- The receivers must provide 125 dB SSPL90 output with HED 002 headphone and 110 dB SSPL90 with EAR 013 earbud-type earphone.
- The system electrical frequency response must be 25 Hz to 16 kHz, +1, -3 dB and the signal to noise ratio must be 60 dB.

B- Discussion System

Specifications: (Minimum Requirement)

Central Control Equipment:

- Digital Acoustic Feedback Suppression
- Conference control without operator
- Four selectable microphone modes and a test mode
- Controls up to 150 contribution units
- Interfaces the system with external audio equipment
- Provides power for 50 contribution units
- Built-in listening facilities
- Four microphone modes must be available:
 1. Open mode with auto switch-off selects how many microphones - from one to four - can be simultaneously active. Microphones are automatically switched off if a delegate does not speak for 30 seconds.
 2. Open mode without auto switch-off is functionally identical to open mode with auto switch-off, except that microphones are not automatically switched off after 30 seconds.
 3. Override mode allows participants to override each other simply by pressing the 'microphone on' button. There is only ever one active delegate microphone must be in this mode.

4. Chairman only mode allows only chairman units to be activated.
- Controls and indicators
 1. Mains on/off switch
 2. Microphone-mode switch for selecting one of four modes (plus test mode)
 3. Loudspeaker volume control for setting the output level of loudspeakers of contribution units. This control also determines the maximum level for the headphone outputs of contribution units and CPSU.
 4. Monitoring volume control of CPSU loudspeaker or headphones
 5. Power 'on' indicator
 - Interconnection
 1. Mains input connection
 2. Two trunk outputs for loop-through connection of contribution units. A maximum of 25 contribution units can be connected to each output. The maximum cable length is 100 m (109.3 yds).
 3. Microphone input with gain adjustment for connecting an external microphone
 4. Recorder input and output with gain control
 5. Line input and output for connecting a PA system or background music source
 6. Telephone coupler input and output for connecting a telephone line. The input signal is isolated from the output to prevent echoing.
 7. Insertion connector (with by-pass switch) for connecting an audio processing unit.
 8. One 3.5 mm (0.14 in) stereo headphone socket at least.

Delegate Unit with Long Microphone:

- Compact, delegate unit
- Microphone with flexible stem and light ring
- Built-in loudspeaker (must be muted when the microphone is on)
- Two headphone sockets
- Built-in volume control for headphones
- stem length of the microphone is 488 mm (19.2 in).
- Under the Chin Headphones

Lightweight headphones for under the chin use:

- Fitted with a 1.2 m (47.2 in) cable terminated with a 3.5 mm (0.14 in) jack plug.

C- Interpretation booth features:

- Lightweight construction, steel wire headbands, single cord and hygienic, smooth ear cups for comfort and convenience
- High quality transducers for excellent intelligibility and speech reproduction
- Processor monitored production, high quality plastics and cable material for long service life
- Ease of service
- Revolutionary shock-mounted close-talking dynamic microphone for noise-free speech pick-up

1.3.3 Video Conferencing Solution

In addition to the equipment above there is a requirement to provide a video conferencing system between 6 sites in Egypt to enable remote training and conferencing facilities to the NCTI.

Video Conference Locations:

The video conference system shall support the connection of 6 sites upgradeable to 20 sites. The proposed solution should currently connect the following sites:

<u>Location</u>	<u>Description</u>	<u>Attendees</u>	<u>Digital White board</u>	<u>Document Camera</u>	<u>Plasma Screen</u>
Cairo	Customs HQ	10	--	1	Dual
Alexandria	Customs main building Alex. Port	25	1	1	Dual
Port Said	Customs main building Port Said Port	7	--	--	Single
Arish	Customs main building Arish Port	7	--	--	Single
Suez	Customs main building Suez Port	7	--	--	Single
Damietta	Customs main building Damietta Port	7	--	--	Single

General Requirements For item 2.19:

1. At least 42” plasma screen (known brand name):

- Hi-Def panel with progressive scan
- HDMI/DVI and VGA and analogue inputs

2. Video communication system:

Video

- **Signal system:** PAL
- **Standards:** H.261 (Annex D), H.263 (Annex D,F), H.263+ (Annex J), H.263++ (Annex U,W), H.264, MPEG-4 SP@L3
- **Resolution:** SQCIF (128 x 96, reception only), QCIF (176 x 144), CIF (352 x 288), 4CIF (704 x 576, H.263 only), Interlaced SIF (H.263, H.264 only)
- **Frame rate:** Max. 30 frames/s (H.261, H.263, H.263+, H.263++, H.264, and MPEG-4 SP@L3)
Interlaced SIF Mode 50 fields/s)
- **Bit rate:** Up to 384 Kb/s in H.320 (Incl. audio) when configured with the PCSA-B384S
-Up to 768 Kb/s in H.320 (Incl. audio) when configured with the PCSA-B768S
-Up to 2 Mb/s in H.320 (Incl. audio) when configured with the PCSA-PRI

Audio

- **Bandwidth and coding:**
 - G.711: 3.4 kHz at 56/64 Kb/s
 - G.722: 7.0 kHz at 48/56/64 Kb/s
 - G.722.1: 7.0 kHz at 24/32 Kb/s (H.323)
 - G.728: 3.4 kHz at 16 Kb/s
 - G.723.1: 3.4 kHz at 5.3/6.3 Kb/s (H.323)
 - G.729: 3.4 kHz at 8 Kb/s (H.323)
 - MPEG-4 AAC (mono) 14 kHz at 64/96 Kb/s (H.323) at 48 Kb/s (H.320)
- **Echo cancellation:** Noise Suppressor included Automatic Gain Control included
- **Memory Stick recording:** Record audio and video in MPEG4 format onto a Memory Stick.
 - Audio at 64kbps, Video at 64, 128, 256, 384 and 512 kbps selectable

Graphics

- At least XGA 1024 pixels x 768 lines (H.263), with PCSA-DSB1S
- At least 4CIF 704 pixels x 576 lines (H.261 Annex D and H.263)

Picture in Picture

- Sub screen size 4.3" (256 x 192), One of four corners

ITU-T Standards (excludes audio/video standards)

- H.320, H.323, H.221, Bonding, H.281 FECC, H.225.0, H.233, H.234, H.235, H.239, H.242, H.243, H.245, T.120

Network Protocols

- TELNET (Server), HTTP (Server), FTP (Server), SNMP (Agent), DNS (Client), DHCP (Client), RTP/RTCP, TCP/UDP, ARP, SIP

Multipoint Capabilities

- IP/ISDN Bridge is possible

Lip Synchronisation

- Manual On/Off

Camera Unit

- Image device 1/4 type CCD
- Horizontal resolution 460 TV lines
- Horizontal field of view: 65°
- Focal length 3.1 to 31 mm (F1.8 to 2.9)
- Focus Auto/Manual
- IRIS Auto
- Zoom ratio x10 Optical zoom (x40 with digital zoom)
- Pan angle -100° to +100° (Max. 100°/sec)
- Tilt angle -25° to +25° (Max. 125°/sec)
- Total field of view: 265°

- Preset Up to 6 positions
- S/N More than 50 dB
- Others Back light compensation
- Auto white balance

Remote Commander

- Format Wireless SIRCS

Interfaces (Communication Terminal)

Video

- D-Sub 15-pin Dedicated Camera I/F x1
- S-video or Composite input x1
- (switchable with conversion connector)
- S-video output x2 (for main/sub monitor)
- Composite output (AUX)
- RGB output

Audio

- Line input RCA
- AUX input RCA (bypasses echo canceller)
- External analogue microphone input,
- Mini-jack (Plug in power) x2
- External digital microphone input x2
- Line output RCA x2 (one mixed output)

Network

- 10Base-T/100Base-TX
- External ISDN Unit I/F

Control

- SIRCS IR Out x2
- Wired SIRCS In (Control-S)
- RS-232C

DSB I/F Dedicated D-Sub 15

RGB I/F RGB output

Memory Stick Memory Stick slot

Digital whiteboard Dedicated connector

Interfaces (Camera Unit)

- Video IR for DS150
- Terminal Dedicated 23-pin
- AUX camera 8-pin Mini-DIN

Ability to receive PC image on native resolution

Availability to connect Document Camera

3. Document Camera (Specifications):

Optics

- Lens F/2.1~2.4, f=4.7~84.6
- Zoom 18x
- Shooting area Max: 405 x 303 mm (16" x 12") Min: 26 x 20 mm (1" x 0.8")
- Focus/Zoom powered
- Iris auto adjustment (with gain level adjustment)

Illumination System

- Upper side arm type
- Lower built-in light box

Image

- NTSC Pick-up device 1/3" 410,000 pixels CCD
- PAL Pick-up device 1/3" 480,000 pixels CCD
- SYNC system internal/external
- White balance manual/AWC (One Touch)
- Negative/Positive selectable
- Built-in on-screen display
- Resolution 470 TVL
- S/N ratio 48dB

Video Interfaces

• **Video input**

4 optional subcameras S-Video (Mini-DIN) x 2

Composite video (RCA) x 2

• **Video output**

Main Composite (RCA)

Composite (BNC)

S-video (Mini-DIN)

Auxiliary Interfaces

- RS-232 DB9

- Remote controller provided

4. Data-Sharing /Digital whiteboard Connection Capabilities.

5. ISDN to IP Video Conferencing Gateway:

Endpoints Supported

- H.323 IP voice and video endpoints
- H.320 ISDN voice and video endpoints
- PSTN audio only calls (telephones) through ISDN

Video Standards

- H.261, H.263, H.263+, H.263++, H.264

Video Resolution

- QCIF, QSIF, CIF, SIF, 4CIF, 4SIF, VGA, SVGA, XGA

Frame Rates

Up to 30 frames per second and 60 fields per second

Audio Standards

- G.711, G.722, G.728

Protocols

- H.323 v4, H.320, H.239 (dual video), ftp, Telnet, RTP, RTSP, HTTP, DHCP, SIP

Data Protocols

- T.120
- T.281 FECC
- H.239 for Dual Video presentation sharing

ISDN Bonding

- BONDING (ISO 13871)
- H.221 single and multi channel bonding
- Automatic downspeeding on loss of ISDN B channels

Bandwidth

- H.320 / H.323 calls supported up to 768kbit/s
- Total bandwidth and number of sites supported is limited only by ISDN
- capacity

Call Routing from ISDN (H.320 / PSTN)

- Direct Inward Dialling (DID)
- Interactive Voice Response (IVR) / Video Auto Attendant (AA)
- TCS-4

- Default (Operator) extension
- Call routing to MCU / multipoint conferencing bridge
- Digit manipulation / flexible dial plan

Call Routing to IP (H.323)

- Dial by E.164 address
- Digit manipulation / flexible dial plan
- Dial from MCU both with and without Gatekeeper

Presentation / Data Collaboration

- Data from H.239 (dual video) capable endpoints

System Management

- Management via embedded web server
- RS-232 for local control and diagnostics
- Telnet and Syslog for diagnostics
- Configurable event logs and full H.323 / H.320 decoding
- Configuration backup to network
- Secure upgrades through Ethernet or Compact Flash
- CDR records downloadable as XML
- SNMP, XML API for third party management

Quality of Service

- DSCP, IP Precedence, TOS
- H.323 flow control
- Advanced IP jitter buffers

Security Features

- Administrator, User and Guest passwords
- Password protected streaming and content playback
- DTMF passwords for H.323 / H.320 endpoints
- Secure non PC hardware and operating system
- AES encryption, 128 bit key, H.235

Interfaces

- 1 to 8 ISDN PRI ports, 2 ports per RJ 45

- 1 RJ45 Ethernet, 10/100/1000 Mbit/s full/half duplex, manual or auto sensing
- RJ45 serial port
- Compact Flash socket
- Up to 39 status LEDs

6. Multimedia Conferencing Unit (MCU):

Video Standards

- H.261, H.263, H.263+, H.263++, H.264, H.239

Video Resolution

- QCif, QSif, Cif, Sif, iCif, iSif, 4Cif, 4Sif, VGA, SVGA, XGA

Frame Rates

- Up to 30 frames or 60 fields per second in all conference modes

Audio Standards

- G.711, G.722, G.728, G.729, G.723.1

Protocols

- H.323 v4, H.239 (dual video), VNC, ftp, Telnet, RTP, RTSP, HTTP, DHCP, SIP
- H.235 Encryption AES and DES (Port capacity drops to half when using encryption)
- T.120 for application sharing, whiteboard illustrations and text messaging

Bandwidth

- H.263 up to 4 Mbit/s, H.264 up to 2 Mbit/s for each site in all conference
- modes including Advanced (symmetric) Continuous Presence

Streaming Video

- Embedded streaming server; unicast and multicast H.261, H.263+, H.263++, H.264 video
- Independent choice of bandwidth and codec Viewed using RealPlayer™, QuickTime™
- Streaming of slides (H.239 and VNC) Text chat

MCU Features

- H.323 dial in, or dial out from Web server Standalone or using Gatekeeper
- Configurable audio and video Auto Attendant
- Advanced Continuous Presence as standard
- Automatic selection of best layout

- Individual layout selection using remote control or web pages Over 50 custom layouts
- Widescreen support
- Active speaker selection using remote control or voice activated floor assignment through web page
- Far end camera control tunnelling using remote control or web Text identification of sites
- On-screen text messaging to individual or all sites Embedded conference scheduling and reservation
- Ad Hoc conferences
- Dual video using H.239
- Presentation mode: add slides from PC
- Preview of conference and individual camera on web pages
- Uploadable bitmaps for audio participants
- Video association for IP and traditional PBXs

Audio Features

- Audio mixing at wide band
- Built-in and uploadable Auto Attendant voice prompts
- Automatic Gain Control, adjustable gain, power indication, individual audio mute using web pages

System Management

- Management via embedded web server
- RS-232 for local control and diagnostics
- Syslog for diagnostics
- Configurable event logs and full H.323 decoding
- Configuration backup to network
- Secure upgrades through Ethernet or Compact flash
- CDR records , SNMP, XML API

Security Features

- Multiple levels of access rights and privileges for users
- Password protected conferences

- Secure non PC hardware and operating system
- Hardware AES encryption, 128 bit key, H.235
- Video firewall option using second Ethernet port

Interfaces

- 2 x RJ45 Ethernet, 10/100/1000 Mbit/s full/half duplex, manual or auto sensing
- RJ45 serial port, Compact flash socket
- 39 status LEDs

1.3.3 Lot 2 Common Conditions

Documentation

All products should be supplied with appropriate documentation (manuals etc) on CD and/or hard copy to enable the use, maintenance and administration of the equipment.

Work Plan

The tenderer should submit a work plan (starting from date of contract signature) to include delivery to site, installation, training, testing and acceptance. Given the work by the beneficiary required to prepare the building's infrastructure the work plan must be flexible.

Project Team

A project coordinator and a project manager have been appointed by the Customs Administration and the successful contractor will be required to liaise closely with them.

Warranty

The tenderer should provide a 1 year warranty for quality and performance of the goods supplied (hardware, software both bundled and separately purchased, components and services) and will remain responsible even though some of the equipment may be obtained from a third party.

Training

Within the tender the successful contractor should provide on-site training for the staff in order that they can operate the equipment supplied.

Asset Register

All equipment should have a solidly fixed metallic type (or similar) approved label, size 75 X 35 mm, bearing the EU logo, contract number, item and serial number.

□ **Instructions:**

Column 3-4 should be completed by the tenderer
Column 5 is reserved for the evaluation committee

Contract title: IT Equipment Supply and Services for the Customs Administration

p 1 /...

Publication reference: EuropeAid/122369/D/S/EG

Lot 1: IT Equipment for Risk Management Post Clearance Audit

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.01	<p>Main Data Warehouse Servers The required system should be capable of performing many concurrent sessions at a time with very fast response time, based on parallel processing for better performance and load balancing, it should have the following specification as minimum:</p> <ul style="list-style-type: none"> • Parallel processing based with shared nothing architecture for linear scalability • Three nodes with ability to upgrade to at least 12 in the same cabinet. • <u>Six nodes, each of which is MP based SMP Nodes, at least:</u> <ul style="list-style-type: none"> - Processor: <ul style="list-style-type: none"> ○ Dual processors upgradeable to 4 processors ○ 64 bit extension technology and simultaneous multithreading - Cache memory: <ul style="list-style-type: none"> ○ At least 2MB Level 3 Cache per processor - Main memory: <ul style="list-style-type: none"> ○ At least 4-GB of ECC protected memory per node upgradeable to at least 8 GB 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> - I/O: <ul style="list-style-type: none"> ○ Two dual-port 10/100/1000Mbps Gigabit Ethernet Network Interface Cards to provide redundant LAN connections as well as redundant cluster heart-beat connections ○ Two 2Gbps Fibre Channel Host Bus Adapters for SAN connectivity ○ I/O architecture and bandwidth details must be explained by vendor - Internal Storage <ul style="list-style-type: none"> ○ Two hot-plug mirrored at least 140GB 15K rpm Ultra320 SCSI hard disk drives on two separate SCSI channels ○ Support RAID 1 up to RAID 5 ○ CD-ROM or DVD-ROM drive ○ Floppy drive • High availability features: <ul style="list-style-type: none"> ○ Hot swap redundant power supplies with redundant power inputs ○ Hot swap redundant cooling fans ○ Hot plug disk drives ○ Hot Plug PCI-X Slots ○ Memory chip kill or equivalent technology (protection against single DRAM failure) ○ Dynamic processor de-allocation upon excessive correctable errors ○ Dynamic memory page de-allocation upon excessive correctable errors ○ UPS Stack, each UPS with Dual AC Modules under dual power distribution ○ Structured cabling for Ethernet and power for up to 10 nodes 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> ○ On board SCSI for internal node peripherals ○ Quad port adapter for connection to Disk Arrays and Tape subsystems with four 2Gb/sec connectivity channels ● Form Factor <ul style="list-style-type: none"> ○ Rack optimised form factor ○ Standard rack (at least 12U) to be provided to host all proposed servers ○ Rack to include at least two Power Distribution Units (PDUs) and blanking panels and any other needed accessories and software ● Third Generation Server Management (3GSM) Chassis ● Administration Workstation to provide single operational view for monitoring and administrating all nodes, with graphical user interface to provide a visual indication of system configuration and environmental status and control, while monitoring system messages and reporting fault information and serving as an administration console. ● Peripherals <ul style="list-style-type: none"> ○ 17" monitor ○ Latin/Arabic keyboard ○ Mouse ● System expandability <ul style="list-style-type: none"> ○ Vendor must state the number and type of Free PCI-X slots after accommodating all required interfaces ○ The system must be upgradeable to the maximum memory required (at least 8 GB) 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>without replacing the offered memory modules and without adding any components other than the additional memory modules</p> <ul style="list-style-type: none"> • <u>External storage with:</u> <ul style="list-style-type: none"> - Architecture and Technology <ul style="list-style-type: none"> ○ Intelligent, high bandwidth, high capacity modular storage solution that can scale up to an adequate extra storage handled by the same RAID controllers ○ Based on SAN (Storage Area Network) architecture using 2 Gbps end-to-end Fibre Channel technology with support for 1 Gbps Fibre channel ○ The required solution must provide a highly available storage infrastructure with NSPOF (No Single Point Of Failure). This requires that all critical system components be redundant (e.g. power supplies, fans, Fibre Channel switches, host bus adapters, RAID controllers ... etc.) - Supported operating systems <ul style="list-style-type: none"> ○ Multi-vendor open solution that supports multiple 64-bit operating systems, compatible with current platforms in ECA (for example UNIX and LINUX) - Controllers <ul style="list-style-type: none"> ○ At least dual hot swappable fibre channel RAID controllers ○ At least 1GB cache per controller ○ Support RAID-1 and RAID-5 ○ Disk drives and storage capacity ○ 2 TB of hot swappable drives, with the ability 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>to expand to at least 5 TB within the same array</p> <ul style="list-style-type: none"> ○ Must support both 2Gbps Fibre Channel disk drives and ATA disk drives ○ Must support the ability to mix disk sizes for future upgrade. - Performance <ul style="list-style-type: none"> ○ Capable of handling sustained throughput not less than 600MB/s ○ Enhanced data integrity protection DAP-1 ○ Support RAID-1 and RAID-5 ○ Internal and external data replication ○ Supports instantaneous point in time snapshots and clones (for backup, training, testing purposes etc.) ○ Support two-way synchronous and asynchronous storage based remote replication (for future disaster recovery requirements) - SAN infrastructure <ul style="list-style-type: none"> ○ The offer must include two 8-port 2Gbps Fibre Channel switches, all necessary Fibre Channel cables, and any software required to achieve server connectivity with NSPoF • <u>Backup and restore solution</u> All Backup/Archive/Restore system suitable for the proposed solution including any required software or hardware. <ul style="list-style-type: none"> - Tape Library <ul style="list-style-type: none"> ○ Rack mount tape library system based on LTO2 technology ○ Configured with two drives compatible with 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>the offered hardware and software and at least 20 media slots</p> <ul style="list-style-type: none"> ○ Scalable through cascading similar units if needed in the future to support more drives and media slots ○ Throughput per drive not less than 30MB/s ○ The library will be connected to the offered SAN through a 2Gbps Fibre Channel port ○ Touch screen panel for easy library operation ○ Hot Plug drives for on line repair and capacity expansion, without interrupting library operations for minimum downtime ○ Include at least 36 tapes (120 GB at least) <p>- Backup/ archive/ restore management application</p> <ul style="list-style-type: none"> ○ Enterprise class data protection software that can scale from small to large configurations and support heterogeneous platforms ○ Provides for a fully automated unattended backup and data protection solution ○ Supports disk backups (snapshots or mirrors) as well as tape backups and automates/manages a scheduled combination of both ○ Supports restore operations from both disk and tape ○ Provides online backup for the proposed applications and Data Warehouse Solution ○ Provides Open File backup capabilities ○ Provides LAN-free backup by conducting backup over SAN for SAN-connected servers ○ Simple and easy to use GUI interface (must 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>have the same GUI interface for the offered operating system)</p> <ul style="list-style-type: none"> ○ Must have multiple Disaster Recovery options including but not limited to one-button-disaster recovery and disk delivery (the different DR options to be explained by vendor). The DR options must be part of the main application and if provided as a separate application/module must be included in the proposed solution and the means of integration must be clearly explained by vendor. ○ Must have sufficient reporting features as part of the main application (vendor to provide details) ○ Support clustering for high availability of the backup data warehouse and configuration <p>- Backup server suitable for the proposed solution</p>			
1.02	<p>Notebook PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1050 adapted to mobile environment Hard Disk: 60 MB RAM: 512 MB DDR 2 Graphics: Graphics media accelerator with at least 128 MB shared video memory Sound: Integrated Keyboard: Latin/Arabic Network Interface: Integrated 10/100 Mbps OS: Standard Operating System Wireless Communication: Wireless 2200BG or</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	equivalent, Integrated Bluetooth I/O Ports: At least 3 USB 2.0, one parallel, one Ethernet RJ45, Modem RJ11, VGA, Audio In/Out, Power Optical Devices: DVD +/- RW Display: At least 15" Mouse: Touch pad Bag: Customised carry bag Flash Memory: USB 1.0GB flash memory stick			
1.03	High Configuration PC PROCESSOR: CPU performance benchmark SPEC CFP2000 >= 1053 can run at least Windows and Linux HDD: One 160 GB SATA and up to 4 SATA Drives RAM: 1 GB DDR-2 expandable to 16 GB GRAPHICS: Integrated 64 MB at least, or the necessary card if not integrated SOUND: Integrated NETWORK INTERFACE: Integrated 10/100 Mbps OS: Standard Operating System I/O PORTS: At least 4 USB .0, one parallel, one Ethernet RJ45, one Serial, PS" Keyboard connector, S2 Mouse connector OPTICAL DEVICES: EIDE CD-RW Drive MONITOR: 17" FLAT PANEL KEYBOARD: LATIN/ARABIC 101 keyboard MOUSE: optical mouse			
1.04	Workstation PC PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1497 HDD: One 60 GB SATA RAM: 512 MB DDR-2 GRAPHICS: Integrated 64 MB at least, or the			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	necessary card if not integrated SOUND: Integrated NETWORK INTERFACE: Integrated 10/100 Mbps OS: Standard Operating System I/O PORTS: At least 4 USB 2.0, one parallel, one Ethernet RJ45, one Serial, PS2 Keyboard connector, S2 Mouse connector OPTICAL DEVICES: EIDE CD-RW Drive MONITOR: 17" Flat Monitor KEYBOARD: LATIN/ARABIC 101 keyboard MOUSE: optical mouse			
1.05	48-port network switch 48 x10/100 Base TX auto-sensing switched ports and TWO 1000base-SX Full-duplex operation in each port, Auto sensing of communication speed and auto negotiation of duplex mode. Console port, Console cable, power cables and operating manuals. Standards Compliance: IEEE 802.3 (SNAP encapsulated tagged and untagged frames) IEEE 802.3u IEEE 802.3x IEEE 802.1D IEEE 802.1p IEEE 802.1Q IEEE 802.3z/IEEE 802.3 ab IEEE 802.1p IEEE 802.3x IEEE 802.1 ad Supports additional frame formats: Ethernet II (tagged			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>and untagged)</p> <p>Switching Fabric speed at least 8.8 GBPS</p> <p>Forwarding rate up to 6.6 Mbps</p> <p>MAC addresses Space 8,000</p> <p>Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches</p> <p>Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast</p> <p>Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS)</p> <p>TACACS+ and RADIUS authentication</p> <p><u>Management:</u> Has SNMP agent, Supports SMP MIB II, Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W</p> <p><u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security.</p> <p><u>Administration:</u> Allows S/W upgrade via TFTP</p> <p><u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP</p> <p><u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%).</p> <p>19" standard Rack mountable with mounting kit.</p> <p><u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u></p>			
1.06	<p>24-port network switch</p> <p>24 x10/100 Base TX auto-sensing switched ports and</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>TWO 1000base-SX Full-duplex operation in each port, Auto sensing of communication speed and auto negotiation of duplex mode. Console port, Console cable, power cables and operating manuals. Standards Compliance: IEEE 802.3 (SNAP encapsulated tagged and untagged frames) IEEE 802.3u IEEE 802.3x IEEE 802.1D IEEE 802.1p IEEE 802.1Q IEEE 802.3z/IEEE 802.3 ab IEEE 802.1p IEEE 802.3x IEEE 802.1 ad Supports additional frame formats: Ethernet II (tagged and untagged) Switching Fabric speed at least 8.8 GBPS Forwarding rate up to 6.6 Mbps MAC addresses Space 8,000 Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS)</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>TACACS+ and RADIUS authentication <u>Management:</u> Has SNMP agent, Supports SMP MIB II, Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W <u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security. <u>Administration:</u> Allows S/W upgrade via TFTP <u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP <u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%). 19" standard Rack mountable with mounting kit. <u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u></p>			
1.07	<p>Plasma screen 42" or larger Hi-Def panel with progressive scan HDMI/DVI and VGA and analogue inputs</p>			
1.08	<p>Network A4 Laser printer TCP/IP enabled 50K pages per month or greater duty cycle 500 Sheet loading tray</p>			
1.09	<p>A3 Flatbed Scanner USB interface. Minimum 1200dpi capability</p>			
1.10	<p>Data Warehouse System All software, installation, customisation, data seeding training and support to the ECA for 15 months from date of provisional acceptance; all as per the</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	requirements specified in section 1.2 of the specifications.			

Lot 2 – IT Equipment and Video Conferencing System for the National Customs Training Institute (NCTI)

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.01	<p>Office Server</p> <ol style="list-style-type: none"> 1. PROCESSOR: CPU performance benchmark SPEC CFP2000 >= 1446 can run at least Windows and Linux using 64 bit extension technology and simultaneous multithreading 2. No. of processor: Dual. 3. Front Bus Speed: 400MHz, at least. 4. RAM: 2GB ECC DDRAM 266MHZ DIMM upgradeable to 8 GB. 5. Hard Drive Controller: Single channel ultra 3 SCSI RAID controller support RAID (0 ,1 & 5). 6. 64 MB Cache memory. 7. Hard Disk: 6 x 72 GB HOT SWAP HDD, Ultra3 SCSI, 10k rpm. 8. RAID controller: RAID (SATA OR SCSI) Controller (Integrated OR PCI card), support. 9. RAID LEVEL 1. 10. Floppy Disk Drive: 1.44 MB. 11. Optical Drive: High speed IDE 48x CD-ROM Drive. 12. Tape Drive: SCSI Tape Drive 20/40 GB,(5) tape media & (1) Cleaning media. 13. I/O slots: 5 PCI, (at least 2pci 64 bit 100MHz). 14. Form Factor: Tower. 15. Graphics Controller: Video Controller with 128MB SDRAM, at least. 16. Network Card: Network Card 10/100Mbps. 17. Operating System: Standard Operating system, open license (include media & Doc) or OEM License. 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	18. Power supply : Dual & redundant power hot swap power supply 350w , at least 19. Include One fast serial ports, 2 USB ports, Mouse, Mouse-pad, Latin/Arabic Keyboard, all drivers S/W for standard operating system. 20. 17" monitor			
2.02	Desktop PC Workstation 1. PROCESSOR: CPU x86 performance benchmark SPEC CPU2000 >= 1497 2. No. Of Processors : Single 3. Front Side Bus : 533 MHZ at least, 4. Memory : 2GB ECC DDRAM 266MHZ (at least),upgradeable to 4GB. 5. Hard Drive Controller : SATA or SCSI 6. Hard Disk : 2* 80 GB SATA HDD OR 2 X72 Ultra 320 SCSI 7. Floppy Disk Drive : 3.5",1.44 MB 8. Optical Drive: High Speed IDE 48x CD-ROM Drive. 9. I/O slots : 4 PCI 10. Graphics Controller: Video Controller with 128 MB SDRAM, at least. 11. Network Card : One 10/100/1000 Mbps (Auto Sense) 12. Power supply : At least Single power supply 300W. 13. Form Factor : Tower 14. One fast serial port, 2 USB ports, Mouse, Mouse-pad, Latin/Arabic Keyboard, all drivers S/W 15. 17" Flat Monitor			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.03	<p>Notebook/Laptop</p> <ol style="list-style-type: none"> 1. PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1050 adapted to mobile environment 2. Hard Disk: 60 MB 3. RAM: 512 MB DDR 2 4. Graphics: Graphics media accelerator with at least 128 MB shared video memory 5. Sound: Integrated 6. Keyboard: Latin/Arabic 7. Network Interface: Integrated 10/100 Mbps 8. Wireless Communication: Wireless 2200BG or equivalent, Integrated Bluetooth 9. I/O Ports: At least 3 USB 2.0, one parallel, one Ethernet RJ45, Modem RJ11, VGA, Audio In/Out, Power 10. Optical Devices: DVD +/- RW 11. Display: At least 15" 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	12. Mouse: Touch pad 13. Bag: Customised carry bag 14. Flash Memory: USB 1.0GB flash memory stick			
2.04	Multifunction Printer 1. Engine speed: at least 40/23 pages per minute A4/A3 2. Resolution: at least 600 x 600 dpi, 256 greyscales (scan/copy) 1,200 dpi quality (1,800 x 600 dpi), 2,400 x 600 dpi with KIR2 (print) 3. Time to first copy: at least 3.5 seconds 4. Input capacity: 2 x 500-sheet universal paper cassette, 60-105g/m ² , A3-A5R, Folio, 200-sheet multi-purpose tray, 45-200g/m ² , A3-A6R, Folio, envelopes 5. COPY FUNCTIONS <ul style="list-style-type: none"> • <u>Max. original size:</u> A3 • <u>Continuous copying:</u> 1-999 • <u>Memory capacity:</u> at least 64 MB + 20 GB HDD • <u>Zoom range:</u> at least 25-400% in 1% steps (with DP: 25-200%) 6. PRINT FUNCTIONS <ul style="list-style-type: none"> • <u>Processor:</u> PowerPC 750CX / 500 MHz • <u>Memory:</u> at least 64 MB with 2 empty DIMM slots for (32, 64, 128, 256 MB) + HDD 20 GB (HD-4) 7. INTERFACES			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> • <u>Standard interface</u>: High speed bi-directional parallel (IEEE1284), USB 2.0 (Hi-Speed), Fast Ethernet 10/100Base-TX, 2 KUIO-LV slots • <u>Multiple interface connection (MIC)</u>: Allows simultaneous data transfer via up to four interfaces, with each interface having its own virtual printer. 8. Paper handling <ul style="list-style-type: none"> • <u>Paper feeder</u>: 2 x 500 sheets, 60-105g/m2, A3-A5R, Folio 9. Memory <ul style="list-style-type: none"> • <u>Copy memory</u>: • <u>HD-70 Hard disk</u>: 20 GB, storage of data, document management • <u>Printer memory</u>: • <u>DIMM memory</u>: 2 slots (32, 64, 128, 256 MB DIMM) • <u>CompactFlash card</u>: 1 slot (8, 16, 32, 64 MB), forms, fonts, logos, macro storage • <u>HD-4 Hard disk</u>: 20 GB, storage of data, forms, fonts, etc. and eMPS 10. Network card: 10/100Base-TX 			
2.05	<p>Colour LaserJet printer</p> <ol style="list-style-type: none"> 1. Print speed at least up to 17 ppm. 2. First page out Less than 14 seconds. 3. Image enhancement, resolution at least 600 by 600 dpi. 4. Processor 360 MHz . 5. Memory, maximum at least 64 MB SDRAM. 6. Recommended monthly volume at least 1500 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>pages.</p> <p>7. Paper:</p> <ul style="list-style-type: none"> • <u>Input</u> at least 100-sheet multipurpose tray and 250-sheet tray 2 for a total of 350 sheets, optional 500-sheet tray 3 • <u>Output</u> at least 250-sheet top output bin • <u>Duplex printing</u> automatic two-sided printing • <u>Sizes Multipurpose tray:</u> 3 by 5 to 8.5 by 14 in (76 by 127 to 216 by 356 mm); letter, legal, executive, envelopes; Tray 2 and optional tray 3: letter, legal, executive; automatic two-sided printing: letter, legal • <u>Weights Multipurpose tray:</u> 16 to 58 lb bond (60 to 220 g/m²); Automatic two-sided printing unit, 250-sheet and 500-sheet input trays: 16 to 32 lb bond (60 to 120 g/m²); envelope printing from multipurpose tray: 16 to 24 lb (60 to 90 g/m²) • <u>Types Paper</u> (plain, pre-printed, letterhead, prepunched, bond, recycled, tough, colour, gloss, rough), transparencies, labels, envelopes, cardstock, user-defined <p>8. Connectivity:</p> <ul style="list-style-type: none"> • <u>Interfaces USB:</u> 2.0 Hi-Speed port • <u>Network connectivity:</u> Fast Ethernet embedded print server • <u>Client operating systems:</u> Microsoft Windows® 98, Me, 2000, XP Home, XP Professional, Server 2003; Mac OS X version 10.2, 10.3 and 10.4 • <u>Network operating systems:</u> Microsoft Windows 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	95, 98, Me, 2000, XP Home, XP Professional, Server 2003; Mac OS X version 10.2, 10.3 and 10.4; Red Hat Linux® 6.x and later • <u>Network protocols supported:</u> DHCP, Auto IP, BOOTP, SLP, WINS, RARP, Telnet, TFTP, TCP/IPv4, UDP, LPD, Port9100, SNMP v1, DNS, CUPS/Linux			
2.06	Datashow 1. ANSI Lumens: at least 2000 2. Screen Size: at least 40" to 150" 3. Video Resolution: at least 750 lines 4. PC Native Resolution: at least 1024 x 768 5. USB: Up (B type female) 6. Video Inputs: Component (HD15), Composite (RCA), S-Video 7. PC Inputs: HD15 8. Audio Inputs: Stereo Mini Jack 9. Audio Stereo: Mini Jack 10. Automatic Set Up. 11. Auto Sensing Input. 12. Projector Station Software. 13. Mount Design.			
2.07	Headphone with microphone Lightweight with integral microphone on a boom			
2.08	Scanner 1. Control panel: multi-button front panel: Scan document, Scan photo, File documents, E-mail,			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>Copy centre</p> <ol style="list-style-type: none"> 2. Scan input modes: Front-panel: Scan document, Scan photo, File documents, E-mail, Copy centre; user application via TWAIN; automatic document feeder; transparent materials adapter (scanning 35 mm negatives and slides) 3. Automatic document feeder: Standard, 50 sheets; Paper sizes supported: Letter, A4, custom, legal (legal in simplex mode only); two-sided, multi-page scans; Scan speed: Up to 8 ppm single-sided, 4 ipm two-sided 4. Scan resolution: at least Hardware: 2400 x 2400 dpi; Optical: 2400 dpi 5. Colour bit depth/Greyscale levels: at least 48-bit/256 6. Preview speed: at least 7 sec 7. Task speed: 4x6-inch colour photo into Microsoft Word: Less than 24 sec; OCR a full page of text into Microsoft Word: Less than 36 sec; E-mail photo: Less than 18 sec 8. Image scaling or enlargement range: 10 to 2000% in 1% increments 9. Maximum document scan size: 8.5 x 11 in (21.6 x 27.9 cm); 8.5 x 14 in (21.6 x 35.6 cm) with ADF, simplex mode only 10. Media types: Paper (plain, inkjet, photo), envelopes, labels, cards (index, greeting), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers, banner paper 11. Photographic format types: 35 mm film strips, 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>mounted slides, photos up to 8 x 11 in</p> <p>12. File formats:</p> <p>a. Windows: TIFF, TIFF compressed, Bitmap, DCX, PCS, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text</p> <p>b. Macintosh: TIFF, PICT, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text</p> <p>13. Connectivity: Hi-Speed USB (compatible with USB 2.0 specifications)</p> <p>14. Compatible operating systems: Microsoft Windows [98, 2000, and XP Professional], Mac OS X (10.1.5, 10.2 or higher)</p>			
2.09	<p>Antivirus software</p> <p>For 1 server and 110 PC's</p>			
2.10	<p>Business Software Package</p> <p>Integrated software package with at least word processor, spreadsheet, presentation, database, project management and e-mail management in English/Arabic</p>			
2.11	<p>Firewall</p> <ul style="list-style-type: none"> • Performance Summary <ul style="list-style-type: none"> ○ Cleartext throughput: Up to 190 Mbps ○ Concurrent connections: 130,000 ○ 168-bit 3DES IPSec VPN throughput : Up to 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>135 Mbps with VAC+ or 63 Mbps with VAC</p> <ul style="list-style-type: none"> ○ 128-bit AES IPSec VPN throughput: Up to 130 Mbps with VAC+ ○ 256-bit AES IPSec VPN throughput: Up to 130 Mbps with VAC+ ○ Simultaneous VPN tunnels: 2000 ● Technical Specifications <ul style="list-style-type: none"> ○ Random access memory: at least 64 MB of SDRAM ○ Flash memory: at least 16 MB ○ Cache: 128 KB level 2 at 433 MHz ○ System bus: Single 32-bit, 33-MHz PCI ● Physical Specifications <ul style="list-style-type: none"> ○ Expansion <ul style="list-style-type: none"> ▪ Two 32-bit/33-MHz PCI slots ▪ Two 168-pin DIMM RAM slots, supporting up to 64 MB memory maximum ○ Interfaces 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> ▪ Console Port: RS-232, 9600 bps, RJ45 ▪ Failover Port: RS-232, 115 Kbps, DB-15 (special PIX failover cable required) ▪ Two integrated 10/100 Fast Ethernet interfaces, auto-negotiate (half/full duplex), RJ45 • Regulatory and Standards Compliance <ul style="list-style-type: none"> ○ Safety: UL 1950, CSA C22.2 No. 950, EN 60950, IEC 60950, AS/NZS3260, TS001, IEC60825, EN 60825, 21CFR1040 ○ Electro Magnetic Compatibility (EMC): FCC Part 15 (CFR 47) Class A, ICES-003 Class A with UTP, EN55022 Class A with UTP, CISPR 22 Class A with UTP, AS/NZ 3548 Class A with UTP, VCCI Class A with UTP, EN55024, EN50082-1 (1997), CE marking, EN55022 Class B with FTP, Cispr 22 Class B with FTP, AS/NZ 3548 Class B with FTP, VCCI Class B with FTP 			
2.12	<p>24 Port Switch</p> <ol style="list-style-type: none"> 1. 24 x10/100 Base TX auto-sensing switched ports and TWO 1000base-SX 2. Full-duplex operation in each port, Auto sensing 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>of communication speed and auto negotiation of duplex mode.</p> <ol style="list-style-type: none"> 3. Console port, Console cable, power cables and operating manuals. 4. Standards Compliance: 5. IEEE 802.3 (SNAP encapsulated tagged and untagged frames) 6. IEEE 802.3u 7. IEEE 802.3x 8. IEEE 802.1D 9. IEEE 802.1p 10. IEEE 802.1Q 11. IEEE 802.3z/IEEE 802.3 ab 12. IEEE 802.1p 13. IEEE 802.3x 14. IEEE 802.1 ad 15. Supports additional frame formats: Ethernet II (tagged and untagged) 16. Switching Fabric speed at least 8.8 GBPS 17. Forwarding rate up to 6.6 Mbps 18. MAC addresses Space 8,000 19. Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches 20. Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast 21. Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS) 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	22. TACACS+ and RADIUS authentication 23. <u>Management:</u> Has SNMP agent, Supports SMP MIB II, Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W 24. <u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security. 25. <u>Administration:</u> Allows S/W upgrade via TFTP 26. <u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP 27. <u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%). 28. 19" standard Rack mountable with mounting kit. 29. <u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u>			
2.13	Simultaneous Interpretation system All hardware, software, installation, customisation, and support to the ECA; all as per the requirements specified in section 1.3.2 of the specifications.			
2.14	Video Conference Solution: A full solution incorporating licenses (including upgrades for 3 years), applications data warehouse design and implementation (including populating with data), study, analysis, tasking, web reporting and			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	support to the ECA for 18 months from date of provisional acceptance, all screen reports to be in Arabic; all as per the requirements specified in section 1.3.3 of the specifications.			

***ANNEX III* : TECHNICAL OFFER**

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- the column “Specifications” shows the required specifications,
- the column “Specifications offered” is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- the column “Notes, remarks, ref to documentation” allows the tenderer to make comments on his proposed supply and to make eventual references to the documentation
- the column “ Evaluation Committee’s notes” is to be left empty for the evaluators.

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

Contract title : IT Equipment Supply and Services for the Customs Administration

Publication reference : EuropeAid/122369/D/S/EG

NAME OF TENDERER:.....

p 1 /...

LOT 1: IT Equipment for Risk Management Post Clearance Audit

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.01	<p>Main Data Warehouse Servers The required system should be capable of performing many concurrent sessions at a time with very fast response time, based on parallel processing for better performance and load balancing, it should have the following specification as minimum:</p> <ul style="list-style-type: none"> • Parallel processing based with shared nothing architecture for linear scalability • Three nodes with ability to upgrade to at least 12 in the same cabinet. • <u>Six nodes, each of which is MP based SMP Nodes, at least:</u> <ul style="list-style-type: none"> - Processor: <ul style="list-style-type: none"> ○ Dual processors upgradeable to 4 processors ○ 64 bit extension technology and simultaneous multithreading - Cache memory: <ul style="list-style-type: none"> ○ At least 2MB Level 3 Cache per processor - Main memory: <ul style="list-style-type: none"> ○ At least 4-GB of ECC protected memory per node upgradeable to at least 8 GB - I/O: <ul style="list-style-type: none"> ○ Two dual-port 10/100/1000Mbps Gigabit 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>Ethernet Network Interface Cards to provide redundant LAN connections as well as redundant cluster heart-beat connections</p> <ul style="list-style-type: none"> ○ Two 2Gbps Fibre Channel Host Bus Adapters for SAN connectivity ○ I/O architecture and bandwidth details must be explained by vendor - Internal Storage ○ Two hot-plug mirrored at least 140GB 15K rpm Ultra320 SCSI hard disk drives on two separate SCSI channels ○ Support RAID 1 up to RAID 5 ○ CD-ROM or DVD-ROM drive ○ Floppy drive • High availability features: <ul style="list-style-type: none"> ○ Hot swap redundant power supplies with redundant power inputs ○ Hot swap redundant cooling fans ○ Hot plug disk drives ○ Hot Plug PCI-X Slots ○ Memory chip kill or equivalent technology (protection against single DRAM failure) ○ Dynamic processor de-allocation upon excessive correctable errors ○ Dynamic memory page de-allocation upon excessive correctable errors ○ UPS Stack, each UPS with Dual AC Modules under dual power distribution ○ Structured cabling for Ethernet and power for up to 10 nodes ○ On board SCSI for internal node peripherals ○ Quad port adapter for connection to Disk 			

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	<p>Arrays and Tape subsystems with four 2Gb/sec connectivity channels</p> <ul style="list-style-type: none"> • Form Factor <ul style="list-style-type: none"> ○ Rack optimised form factor ○ Standard rack (at least 12U) to be provided to host all proposed servers ○ Rack to include at least two Power Distribution Units (PDUs) and blanking panels and any other needed accessories and software • Third Generation Server Management (3GSM) Chassis • Administration Workstation to provide single operational view for monitoring and administrating all nodes, with graphical user interface to provide a visual indication of system configuration and environmental status and control, while monitoring system messages and reporting fault information and serving as an administration console. • Peripherals <ul style="list-style-type: none"> ○ 17" monitor ○ Latin/Arabic keyboard ○ Mouse • System expandability <ul style="list-style-type: none"> ○ Vendor must state the number and type of Free PCI-X slots after accommodating all required interfaces ○ The system must be upgradeable to the maximum memory required (at least 8 GB) without replacing the offered memory modules and without adding any components 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>other than the additional memory modules</p> <ul style="list-style-type: none"> • <u>External storage with:</u> <ul style="list-style-type: none"> - Architecture and Technology <ul style="list-style-type: none"> ○ Intelligent, high bandwidth, high capacity modular storage solution that can scale up to an adequate extra storage handled by the same RAID controllers ○ Based on SAN (Storage Area Network) architecture using 2 Gbps end-to-end Fibre Channel technology with support for 1 Gbps Fibre channel ○ The required solution must provide a highly available storage infrastructure with NSPOF (No Single Point Of Failure). This requires that all critical system components be redundant (e.g. power supplies, fans, Fibre Channel switches, host bus adapters, RAID controllers ... etc.) - Supported operating systems <ul style="list-style-type: none"> ○ Multi-vendor open solution that supports multiple 64-bit operating systems, compatible with current platforms in ECA (for example UNIX and LINUX) - Controllers <ul style="list-style-type: none"> ○ At least dual hot swappable fibre channel RAID controllers ○ At least 1GB cache per controller ○ Support RAID-1 and RAID-5 ○ Disk drives and storage capacity ○ 2 TB of hot swappable drives, with the ability to expand to at least 5 TB within the same array 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> ○ Must support both 2Gbps Fibre Channel disk drives and ATA disk drives ○ Must support the ability to mix disk sizes for future upgrade. - Performance ○ Capable of handling sustained throughput not less than 600MB/s ○ Enhanced data integrity protection DAP-1 ○ Support RAID-1 and RAID-5 ○ Internal and external data replication ○ Supports instantaneous point in time snapshots and clones (for backup, training, testing purposes etc.) ○ Support two-way synchronous and asynchronous storage based remote replication (for future disaster recovery requirements) - SAN infrastructure ○ The offer must include two 8-port 2Gbps Fibre Channel switches, all necessary Fibre Channel cables, and any software required to achieve server connectivity with NSPoF • <u>Backup and restore solution</u> All Backup/Archive/Restore system suitable for the proposed solution including any required software or hardware. - Tape Library ○ Rack mount tape library system based on LTO2 technology ○ Configured with two drives compatible with the offered hardware and software and at least 20 media slots 			

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	<ul style="list-style-type: none"> ○ Scalable through cascading similar units if needed in the future to support more drives and media slots ○ Throughput per drive not less than 30MB/s ○ The library will be connected to the offered SAN through a 2Gbps Fibre Channel port ○ Touch screen panel for easy library operation ○ Hot Plug drives for on line repair and capacity expansion, without interrupting library operations for minimum downtime ○ Include at least 36 tapes (120 GB at least) - Backup/ archive/ restore management application ○ Enterprise class data protection software that can scale from small to large configurations and support heterogeneous platforms ○ Provides for a fully automated unattended backup and data protection solution ○ Supports disk backups (snapshots or mirrors) as well as tape backups and automates/manages a scheduled combination of both ○ Supports restore operations from both disk and tape ○ Provides online backup for the proposed applications and Data Warehouse Solution ○ Provides Open File backup capabilities ○ Provides LAN-free backup by conducting backup over SAN for SAN-connected servers ○ Simple and easy to use GUI interface (must have the same GUI interface for the offered operating system) 			

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	<ul style="list-style-type: none"> ○ Must have multiple Disaster Recovery options including but not limited to one-button-disaster recovery and disk delivery (the different DR options to be explained by vendor). The DR options must be part of the main application and if provided as a separate application/module must be included in the proposed solution and the means of integration must be clearly explained by vendor. ○ Must have sufficient reporting features as part of the main application (vendor to provide details) ○ Support clustering for high availability of the backup data warehouse and configuration - Backup server suitable for the proposed solution 			
1.02	<p>Notebook PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1050 adapted to mobile environment Hard Disk: 60 MB RAM: 512 MB DDR 2 Graphics: Graphics media accelerator with at least 128 MB shared video memory Sound: Integrated Keyboard: Latin/Arabic Network Interface: Integrated 10/100 Mbps OS: Standard Operating System Wireless Communication: Wireless 2200BG or equivalent, Integrated Bluetooth I/O Ports: At least 3 USB 2.0, one parallel, one</p>			

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	Ethernet RJ45, Modem RJ11, VGA, Audio In/Out, Power Optical Devices: DVD +/- RW Display: At least 15" Mouse: Touch pad Bag: Customised carry bag Flash Memory: USB 1.0GB flash memory stick			
1.03	High Configuration PC PROCESSOR: CPU performance benchmark SPEC CFP2000 >= 1053 can run at least Windows and Linux HDD: One 160 GB SATA and up to 4 SATA Drives RAM: 1 GB DDR-2 expandable to 16 GB GRAPHICS: Integrated 64 MB at least, or the necessary card if not integrated SOUND: Integrated NETWORK INTERFACE: Integrated 10/100 Mbps OS: Standard Operating System I/O PORTS: At least 4 USB .0, one parallel, one Ethernet RJ45, one Serial, PS" Keyboard connector, S2 Mouse connector OPTICAL DEVICES: EIDE CD-RW Drive MONITOR: 17" FLAT PANEL KEYBOARD: LATIN/ARABIC 101 keyboard MOUSE: optical mouse			
1.04	Workstation PC PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1497 HDD: One 60 GB SATA RAM: 512 MB DDR-2 GRAPHICS: Integrated 64 MB at least, or the necessary card if not integrated SOUND: Integrated			

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	<p>NETWORK INTERFACE: Integrated 10/100 Mbps OS: Standard Operating System I/O PORTS: At least 4 USB 2.0, one parallel, one Ethernet RJ45, one Serial, PS2 Keyboard connector, S2 Mouse connector OPTICAL DEVICES: EIDE CD-RW Drive MONITOR: 17" Flat Monitor KEYBOARD: LATIN/ARABIC 101 keyboard MOUSE: optical mouse</p>			
1.05	<p>48-port network switch 48 x10/100 Base TX auto-sensing switched ports and TWO 1000base-SX Full-duplex operation in each port, Auto sensing of communication speed and auto negotiation of duplex mode. Console port, Console cable, power cables and operating manuals. Standards Compliance: IEEE 802.3 (SNAP encapsulated tagged and untagged frames) IEEE 802.3u IEEE 802.3x IEEE 802.1D IEEE 802.1p IEEE 802.1Q IEEE 802.3z/IEEE 802.3 ab IEEE 802.1p IEEE 802.3x IEEE 802.1 ad Supports additional frame formats: Ethernet II (tagged and untagged) Switching Fabric speed at least 8.8 GBPS</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>Forwarding rate up to 6.6 Mbps MAC addresses Space 8,000 Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS) TACACS+ and RADIUS authentication <u>Management:</u> Has SNMP agent, Supports SMP MIB II, Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W <u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security. <u>Administration:</u> Allows S/W upgrade via TFTP <u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP <u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%). 19" standard Rack mountable with mounting kit. <u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u></p>			
1.06	<p>24-port network switch 24 x10/100 Base TX auto-sensing switched ports and TWO 1000base-SX Full-duplex operation in each port, Auto sensing of</p>			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>communication speed and auto negotiation of duplex mode. Console port, Console cable, power cables and operating manuals. Standards Compliance: IEEE 802.3 (SNAP encapsulated tagged and untagged frames) IEEE 802.3u IEEE 802.3x IEEE 802.1D IEEE 802.1p IEEE 802.1Q IEEE 802.3z/IEEE 802.3 ab IEEE 802.1p IEEE 802.3x IEEE 802.1 ad Supports additional frame formats: Ethernet II (tagged and untagged) Switching Fabric speed at least 8.8 GBPS Forwarding rate up to 6.6 Mbps MAC addresses Space 8,000 Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS) TACACS+ and RADIUS authentication <u>Management:</u> Has SNMP agent, Supports SMP MIB II,</p>			

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	<p>Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W</p> <p><u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security.</p> <p><u>Administration:</u> Allows S/W upgrade via TFTP</p> <p><u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP</p> <p><u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%).</p> <p>19" standard Rack mountable with mounting kit.</p> <p><u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u></p>			
1.07	<p>Plasma screen 42" or larger Hi-Def panel with progressive scan HDMI/DVI and VGA and analogue inputs</p>			
1.08	<p>Network A4 Laser printer TCP/IP enabled 50K pages per month or greater duty cycle 500 Sheet loading tray</p>			
1.09	<p>A3 Flatbed Scanner USB interface. Minimum 1200dpi capability</p>			
1.10	<p>Data Warehouse System All software, installation, customisation, data seeding training and support to the ECA for 15 months from date of provisional acceptance; all as per the requirements specified in section 1.2 of the specifications.</p>			

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2.01	<p>Office Server</p> <ol style="list-style-type: none"> 1. PROCESSOR: CPU performance benchmark SPEC CFP2000 >= 1446 can run at least Windows and Linux using 64 bit extension technology and simultaneous multithreading 2. No. of processor: Dual. 3. Front Bus Speed: 400MHz, at least. 4. RAM: 2GB ECC DDRAM 266MHZ DIMM upgradeable to 8 GB. 5. Hard Drive Controller: Single channel ultra 3 SCSI RAID controller support RAID (0 ,1 & 5). 6. 64 MB Cache memory. 7. Hard Disk: 6 x 72 GB HOT SWAP HDD, Ultra3 SCSI, 10k rpm. 8. RAID controller: RAID (SATA OR SCSI) Controller (Integrated OR PCI card), support. 9. RAID LEVEL 1. 10. Floppy Disk Drive: 1.44 MB. 11. Optical Drive: High speed IDE 48x CD-ROM Drive. 12. Tape Drive: SCSI Tape Drive 20/40 GB,(5) tape media & (1) Cleaning media. 13. I/O slots: 5 PCI, (at least 2pci 64 bit 100MHz). 14. Form Factor: Tower. 15. Graphics Controller: Video Controller with 128MB SDRAM, at least. 16. Network Card: Network Card 10/100Mbps. 17. Operating System: Standard Operating system, 			

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	<p>open license (include media & Doc) or OEM License.</p> <p>18. Power supply : Dual & redundant power hot swap power supply 350w , at least</p> <p>19. Include One fast serial ports, 2 USB ports, Mouse, Mouse-pad, Latin/Arabic Keyboard, all drivers S/W for standard operating system.</p> <p>20. 17" monitor</p>			
2.02	<p>Desktop PC Workstation</p> <p>1. PROCESSOR: CPU x86 performance benchmark SPEC CPU2000 >= 1497</p> <p>2. No. Of Processors : Single</p> <p>3. Front Side Bus : 533 MHZ at least,</p> <p>4. Memory : 2GB ECC DDRAM 266MHZ (at least),upgradeable to 4GB.</p> <p>5. Hard Drive Controller : SATA or SCSI</p> <p>6. Hard Disk : 2* 80 GB SATA HDD OR 2 X72 Ultra 320 SCSI</p> <p>7. Floppy Disk Drive : 3.5",1.44 MB</p> <p>8. Optical Drive: High Speed IDE 48x CD-ROM Drive.</p> <p>9. I/O slots : 4 PCI</p> <p>10. Graphics Controller: Video Controller with 128 MB SDRAM, at least.</p> <p>11. Network Card : One 10/100/1000 Mbps (Auto Sense)</p> <p>12. Power supply : At least Single power supply 300W.</p> <p>13. Form Factor : Tower</p> <p>14. One fast serial port, 2 USB ports, Mouse, Mouse-pad, Latin/Arabic Keyboard, all drivers</p>			

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	S/W 15. 17" Flat Monitor			
2.03	Notebook/Laptop 1. PROCESSOR: CPU x86 performance benchmark SPEC CFP2000 >= 1050 adapted to mobile environment 2. Hard Disk: 60 MB 3. RAM: 512 MB DDR 2 4. Graphics: Graphics media accelerator with at least 128 MB shared video memory 5. Sound: Integrated 6. Keyboard: Latin/Arabic 7. Network Interface: Integrated 10/100 Mbps 8. Wireless Communication: Wireless 2200BG or equivalent, Integrated Bluetooth 9. I/O Ports: At least 3 USB 2.0, one parallel, one Ethernet RJ45, Modem RJ11, VGA, Audio In/Out, Power 10. Optical Devices: DVD +/- RW			

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	11. Display: At least 15” 12. Mouse: Touch pad 13. Bag: Customised carry bag 14. Flash Memory: USB 1.0GB flash memory stick			
2.04	Multifunction Printer 1. Engine speed: at least 40/23 pages per minute A4/A3 2. Resolution: at least 600 x 600 dpi, 256 greyscales (scan/copy) 1,200 dpi quality (1,800 x 600 dpi), 2,400 x 600 dpi with KIR2 (print) 3. Time to first copy: at least 3.5 seconds 4. Input capacity: 2 x 500-sheet universal paper cassette, 60-105g/m2, A3-A5R, Folio, 200-sheet multi-purpose tray, 45-200g/m2, A3-A6R, Folio, envelopes 5. COPY FUNCTIONS <ul style="list-style-type: none"> • <u>Max. original size:</u> A3 • <u>Continuous copying:</u> 1-999 • <u>Memory capacity:</u> at least 64 MB + 20 GB HDD • <u>Zoom range:</u> at least 25-400% in 1% steps (with DP: 25-200%) 6. PRINT FUNCTIONS <ul style="list-style-type: none"> • <u>Processor:</u> PowerPC 750CX / 500 MHz • <u>Memory:</u> at least 64 MB with 2 empty DIMM slots for (32, 64, 128, 256 MB) + HDD 20 GB 			

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	<p>(HD-4)</p> <p>7. INTERFACES</p> <ul style="list-style-type: none"> • <u>Standard interface</u>: High speed bi-directional parallel (IEEE1284), USB 2.0 (Hi-Speed), Fast Ethernet 10/100Base-TX, 2 KUIO-LV slots • <u>Multiple interface connection (MIC)</u>: Allows simultaneous data transfer via up to four interfaces, with each interface having its own virtual printer. <p>8. Paper handling</p> <ul style="list-style-type: none"> • <u>Paper feeder</u>: 2 x 500 sheets, 60-105g/m2, A3-A5R, Folio <p>9. Memory</p> <ul style="list-style-type: none"> • <u>Copy memory</u>: • <u>HD-70 Hard disk</u>: 20 GB, storage of data, document management • <u>Printer memory</u>: • <u>DIMM memory</u>: 2 slots (32, 64, 128, 256 MB DIMM) • <u>CompactFlash card</u>: 1 slot (8, 16, 32, 64 MB), forms, fonts, logos, macro storage • <u>HD-4 Hard disk</u>: 20 GB, storage of data, forms, fonts, etc. and eMPS <p>10. Network card: 10/100Base-TX</p>			
2.05	<p>Colour LaserJet printer</p> <ol style="list-style-type: none"> 1. Print speed at least up to 17 ppm. 2. First page out Less than 14 seconds. 3. Image enhancement, resolution at least 600 by 600 dpi. 4. Processor 360 MHz . 			

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	<p>5. Memory, maximum at least 64 MB SDRAM.</p> <p>6. Recommended monthly volume at least 1500 pages.</p> <p>7. Paper:</p> <ul style="list-style-type: none"> • <u>Input</u> at least 100-sheet multipurpose tray and 250-sheet tray 2 for a total of 350 sheets, optional 500-sheet tray 3 • <u>Output</u> at least 250-sheet top output bin • <u>Duplex printing</u> automatic two-sided printing • <u>Sizes Multipurpose tray</u>: 3 by 5 to 8.5 by 14 in (76 by 127 to 216 by 356 mm); letter, legal, executive, envelopes; Tray 2 and optional tray 3: letter, legal, executive; automatic two-sided printing: letter, legal • <u>Weights Multipurpose tray</u>: 16 to 58 lb bond (60 to 220 g/m²); Automatic two-sided printing unit, 250-sheet and 500-sheet input trays: 16 to 32 lb bond (60 to 120 g/m²); envelope printing from multipurpose tray: 16 to 24 lb (60 to 90 g/m²) • <u>Types Paper</u> (plain, pre-printed, letterhead, prepunched, bond, recycled, tough, colour, gloss, rough), transparencies, labels, envelopes, cardstock, user-defined <p>8. Connectivity:</p> <ul style="list-style-type: none"> • <u>Interfaces USB</u>: 2.0 Hi-Speed port • <u>Network connectivity</u>: Fast Ethernet embedded print server • <u>Client operating systems</u>: Microsoft Windows® 98, Me, 2000, XP Home, XP Professional, Server 2003; Mac OS X version 10.2, 10.3 and 			

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	10.4 <ul style="list-style-type: none"> • <u>Network operating systems:</u> Microsoft Windows 95, 98, Me, 2000, XP Home, XP Professional, Server 2003; Mac OS X version 10.2, 10.3 and 10.4; Red Hat Linux® 6.x and later • <u>Network protocols supported:</u> DHCP, Auto IP, BOOTP, SLP, WINS, RARP, Telnet, TFTP, TCP/IPv4, UDP, LPD, Port9100, SNMP v1, DNS, CUPS/Linux 			
2.06	Datashow <ol style="list-style-type: none"> 1. ANSI Lumens: at least 2000 2. Screen Size: at least 40" to 150" 3. Video Resolution: at least 750 lines 4. PC Native Resolution: at least 1024 x 768 5. USB: Up (B type female) 6. Video Inputs: Component (HD15), Composite (RCA), S-Video 7. PC Inputs: HD15 8. Audio Inputs: Stereo Mini Jack 9. Audio Stereo: Mini Jack 10. Automatic Set Up. 11. Auto Sensing Input. 12. Projector Station Software. 13. Mount Design. 			
2.07	Headphone with microphone Lightweight with integral microphone on a boom			
2.08	Scanner			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ol style="list-style-type: none"> 1. Control panel: multi-button front panel: Scan document, Scan photo, File documents, E-mail, Copy centre 2. Scan input modes: Front-panel: Scan document, Scan photo, File documents, E-mail, Copy centre; user application via TWAIN; automatic document feeder; transparent materials adapter (scanning 35 mm negatives and slides) 3. Automatic document feeder: Standard, 50 sheets; Paper sizes supported: Letter, A4, custom, legal (legal in simplex mode only); two-sided, multi-page scans; Scan speed: Up to 8 ppm single-sided, 4 ipm two-sided 4. Scan resolution: at least Hardware: 2400 x 2400 dpi; Optical: 2400 dpi 5. Colour bit depth/Greyscale levels: at least 48-bit/256 6. Preview speed: at least 7 sec 7. Task speed: 4x6-inch colour photo into Microsoft Word: Less than 24 sec; OCR a full page of text into Microsoft Word: Less than 36 sec; E-mail photo: Less than 18 sec 8. Image scaling or enlargement range: 10 to 2000% in 1% increments 9. Maximum document scan size: 8.5 x 11 in (21.6 x 27.9 cm); 8.5 x 14 in (21.6 x 35.6 cm) with ADF, simplex mode only 10. Media types: Paper (plain, inkjet, photo), envelopes, labels, cards (index, greeting), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers, 			

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	banner paper 11. Photographic format types: 35 mm film strips, mounted slides, photos up to 8 x 11 in 12. File formats: a. Windows: TIFF, TIFF compressed, Bitmap, DCX, PCS, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text b. Macintosh: TIFF, PICT, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text 13. Connectivity: Hi-Speed USB (compatible with USB 2.0 specifications) 14. Compatible operating systems: Microsoft Windows [98, 2000, and XP Professional], Mac OS X (10.1.5, 10.2 or higher)			
2.09	Antivirus software For 1 server and 110 PC's			
2.10	Business Software Package Integrated software package with at least word processor, spreadsheet, presentation, database, project management and e-mail management in English/Arabic			
2.11	Firewall <ul style="list-style-type: none"> • Performance Summary <ul style="list-style-type: none"> ○ Cleartext throughput: Up to 190 Mbps ○ Concurrent connections: 130,000 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<ul style="list-style-type: none"> ○ 168-bit 3DES IPsec VPN throughput : Up to 135 Mbps with VAC+ or 63 Mbps with VAC ○ 128-bit AES IPsec VPN throughput: Up to 130 Mbps with VAC+ ○ 256-bit AES IPsec VPN throughput: Up to 130 Mbps with VAC+ ○ Simultaneous VPN tunnels: 2000 ● Technical Specifications <ul style="list-style-type: none"> ○ Random access memory: at least 64 MB of SDRAM ○ Flash memory: at least 16 MB ○ Cache: 128 KB level 2 at 433 MHz ○ System bus: Single 32-bit, 33-MHz PCI ● Physical Specifications <ul style="list-style-type: none"> ○ Expansion <ul style="list-style-type: none"> ▪ Two 32-bit/33-MHz PCI slots ▪ Two 168-pin DIMM RAM slots, supporting up to 64 MB memory maximum ○ Interfaces 			

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	<ul style="list-style-type: none"> ▪ Console Port: RS-232, 9600 bps, RJ45 ▪ Failover Port: RS-232, 115 Kbps, DB-15 (special PIX failover cable required) ▪ Two integrated 10/100 Fast Ethernet interfaces, auto-negotiate (half/full duplex), RJ45 • Regulatory and Standards Compliance <ul style="list-style-type: none"> ○ Safety: UL 1950, CSA C22.2 No. 950, EN 60950, IEC 60950, AS/NZS3260, TS001, IEC60825, EN 60825, 21CFR1040 ○ Electro Magnetic Compatibility (EMC): FCC Part 15 (CFR 47) Class A, ICES-003 Class A with UTP, EN55022 Class A with UTP, CISPR 22 Class A with UTP, AS/NZ 3548 Class A with UTP, VCCI Class A with UTP, EN55024, EN50082-1 (1997), CE marking, EN55022 Class B with FTP, Cispr 22 Class B with FTP, AS/NZ 3548 Class B with FTP, VCCI Class B with FTP 			
2.12	<p>24 Port Switch</p> <ol style="list-style-type: none"> 1. 24 x10/100 Base TX auto-sensing switched ports and TWO 1000base-SX 2. Full-duplex operation in each port, Auto sensing 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	<p>of communication speed and auto negotiation of duplex mode.</p> <ol style="list-style-type: none"> 3. Console port, Console cable, power cables and operating manuals. 4. Standards Compliance: 5. IEEE 802.3 (SNAP encapsulated tagged and untagged frames) 6. IEEE 802.3u 7. IEEE 802.3x 8. IEEE 802.1D 9. IEEE 802.1p 10. IEEE 802.1Q 11. IEEE 802.3z/IEEE 802.3 ab 12. IEEE 802.1p 13. IEEE 802.3x 14. IEEE 802.1 ad 15. Supports additional frame formats: Ethernet II (tagged and untagged) 16. Switching Fabric speed at least 8.8 GBPS 17. Forwarding rate up to 6.6 Mbps 18. MAC addresses Space 8,000 19. Bandwidth aggregation through EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches 20. Support spanning tree per VLAN and STP enhancements such as UplinkFast, Rapid Spanning Tree (IEEE 802.1w) and PortFast 21. Support for dynamic VLAN assignment through implementation of VLAN Membership Policy Server (VMPS) 			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	22. TACACS+ and RADIUS authentication 23. <u>Management:</u> Has SNMP agent, Supports SMP MIB II, Supports Bridging MIB, Allows out-of-band management via serial port, Allows in-band management via telnet, Allows graphical management via Web interface, Supports RMON, Complete with management S/W 24. <u>Security:</u> MAC based port level security, multilevel access security for console, ACL-based security. 25. <u>Administration:</u> Allows S/W upgrade via TFTP 26. <u>Advanced Features:</u> Allows VLAN operation, Supports priority queuing, Supports IGMP snooping, Supports DVMRP 27. <u>Power Supply:</u> 220 v (+/- 10%), 50 Hz (+/- 5%). 28. 19" standard Rack mountable with mounting kit. 29. <u>Complete with all accessories, all cords (UTP and Fibre Optics cables), manuals, etc.</u>			
2.13	Simultaneous Interpretation system All hardware, software, installation, customisation, and support to the ECA; all as per the requirements specified in section 1.3.2 of the specifications.			
2.14	Video Conference Solution: A full solution incorporating licenses (including upgrades for 3 years), applications data warehouse design and implementation (including populating with data), study, analysis, tasking, web reporting and			

Item Number	Specifications	Specifications Offered (include brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
	support to the ECA for 18 months from date of provisional acceptance, all screen reports to be in Arabic; all as per the requirements specified in section 1.3.3 of the specifications.			

ANNEX IV : Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: EuropeAid//122369/D/S/EG **NAME OF TENDERER:** [.....]

LOT1				
A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP EGYPT EUROS	TOTAL EUROS
1.01	1	Main Data Warehouse Server(s)		
1.02	50	Notebook		
1.03	25	High Configuration PC		

LOT1

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP EGYPT EUROS	TOTAL EUROS
1.04	92	Workstation PC		
1.05	2	48-port network switch		
1.06	6	24-port network switch		
1.07	2	Plasma screen		
1.08	7	Network A4 Laser printer		

Lot1

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP EGYPT EUROS	TOTAL EUROS
1.09	7	A3 Flatbed Scanner		
1.10	1	Data Warehouse System		
			Total	

LOT 2

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP ALEXANDRIA EUROS	TOTAL EUROS
2.01	1	Office Server		
2.02	100	Desktop PC Workstation		
2.03	10	Notebook/Laptop		
2.04	2	Multifunction printer		
2.05	1	Colour LaserJet printer		

LOT 2

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP ALEXANDRIA EUROS	TOTAL EUROS
2.06	10	Datashow projector		
2.07	25	Headphone with microphone		
2.08	1	Scanner		
2.09	1	Antivirus software (1 + 110)		
2.10	41	Business Software Package		

LOT 2

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP ALEXANDRIA EUROS	TOTAL EUROS
2.11	1	Firewall		
2.12	5	24 Port switch		
2.13	1	Simultaneous Interpretation system		
2.14	1	Video Conferencing system		
			Total	

ANNEX V: MODEL PERFORMANCE GUARANTEE

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

For the attention of

Ministry of Finance, Ministry of Finance Towers, Tower 2, Ramses Street Extension, Cairo, Egypt

<Financial Unit mentioned in the Contract>
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract EuropeAid/122369/D/S/EG, IT Equipment Supply and Services for the Customs Administration (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 Special Conditions of the contract EuropeAid/122369/D/S/EG, IT Equipment Supply and Services for the Customs Administration 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 his contractual obligations fully and properly or that the Contract has been terminated for any reason whatsoever. 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 agreed between the Contracting Authority and the Contractor 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 45 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). [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁶.

The law applicable to this guarantee shall be that of the country of the Contracting Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Egypt

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

Name: Position:

⁶ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

⁷ Signature:

Date: <Date>

⁷ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V: PRE-FINANCING GUARANTEE FORM

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

For the attention of

Ministry of Finance, Ministry of Finance Towers, Tower 2, Ramses Street Extension, Cairo, Egypt

<Financial Unit mentioned in the Contract>
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract EuropeAid/122369/D/S/EG, IT Equipment Supply and Services for the Customs Administration (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 surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract EuropeAid/122369/D/S/EG, IT Equipment Supply and Services for the Customs Administration 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 or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated for any reason whatsoever. 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 agreed between the Contracting Authority and the Contractor can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 45 days at the latest after the provisional acceptance of the goods. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁸.

The law applicable to this guarantee shall be that of the country of the Contracting Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Egypt.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: Position:

⁹Signature: Date: <Date>

⁸ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	IT Equipment Supply and Services for the Customs Administration	Publication reference :	EuropeAid/122369/D/S/EG
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹⁰ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

Chairperson's name	
Chairperson's signature	
Date	

¹⁰ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

EVALUATION GRID

Contract title :	IT Equipment Supply and Services for the Customs Administration	Publication reference :	EuropeAid/122369/D/S/EG
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Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Lot 1; Compliance with technical specifications? (Yes/No)	Lot 2; Compliance with technical specifications? (Yes/No)	Training services as required? (see separate evaluation grid) (Yes/No)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Notes:
1											
2											
3											
4											

Evaluator's name & signature	
Evaluator's name & signature	
Evaluator's name & signature	
Date	

The Data Warehouse Customised software, populating database and training of ECA staff (Lot 1 Item 1.10) shall be required to meet the following requirements:

Lot 1 Item 1.10 Software and Training Supplementary Evaluation Grid:

Requirement	Meets Specifications	
	Yes	No
Proposed software solution is as per the specifications		
Following Training areas are covered: <ol style="list-style-type: none"> 1. Data warehouse administrators – 3 No. 2. Database operation – 5 No. 3. Data warehousing – 5 No. 4. Data modelling and design – 5 No. 5. OLAP tools – 15 No. 6. Application training – 20 No. 7. Data mining training – 15 No. 8. ETL techniques and implemented tools – 5 No. 		

Evaluator's name and signature	
Evaluator's name and signature	
Evaluator's name and signature	
Date	

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: EuropeAid/122369/D/S/EG

Title of contract: IT Equipment Supply and Services for the Customs Administration

<Place and date>

A: Ministry of Finance, Ministry of Finance Towers, Tower 2, Ramses Street Extension, Cairo, Egypt

One signed original form must 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 form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a **consortium** (i.e., either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

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

	Name(s) of tenderer(s)	Nationality²
Leader		
Member		
Etc ...		

¹ add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. 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)

²Country in which the legal entity is registered

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data³ 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.

Financial data	Year before last	Last year	This year	Next year	Average⁴
	€	€	€	€	€
Annual turnover ⁵ , excluding this contract					
Cash and cash equivalents ⁶ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁷ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁶ at end of year [i.e., the sum of the above three rows]					

³ 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.

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four 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 statistics⁸ for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹
Permanent staff ¹⁰						
Other staff ¹¹						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

⁸ 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.

⁹ corresponding to the relevant specialisms identified in point 5 below

¹⁰ staff directly employed by the Tenderer on a permanent basis (i.e., under indefinite contracts)

¹¹ 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 specialisms related to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

	Leader	Member 2	Member 3	Etc ... ⁶
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹²				

¹² 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** years 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		...					
Name of legal entity	Country	Overall supply value (EUR)	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

7 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each member in a consortium).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender No EuropeAid/122369/D/S/EG of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot no 1: The procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment and data warehouse software (1 data warehouse system, 117 PC's, 50 Notebooks, 8 switches, 2 plasma screens 7 laser printers, 7 flatbed scanners for user networks)

Lot no 2: Procurement, installation, customising, testing and commissioning, start-up training, maintenance and after-sales service of IT equipment etc (1 Server, Video Conferencing system, 100 PC's, 10 Notebooks, 2 multifunction printers, 1 colour laser printer, 10 datashow projectors, 25 headphone sets, 1 scanner, antivirus software for 1 + 110 PC's, 41 copies of Business Software Package, 1 firewall, 5 switches, 1 simultaneous interpretation system) .

3 The price of our tender **excluding** spare parts and consumables, if applicable [*excluding the discounts described under point 4*] is:

Lot No 1: [.....]

Lot No 2: [.....]

4 We will grant a discount of [%], or [.....] *in the event of our being awarded Lot No 1 and Lot No 2.*

5 This tender is valid for a period of 90 days from the final date for submission of tenders.

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

7 Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

8 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].

- 9** We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 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 the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. The date on the evidence or documents provided will be no earlier than 1 year before the date of the notification of award, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof or evidence of the financial and economic capacity and the technical and professional capacity according to the selection criteria within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. 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 the European Communities.
- 12** 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.

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]

TENDER GUARANTEE FORM

Specimen tender guarantee

< To be completed on paper bearing the letterhead of the financial institution >
For the attention of Ministry of Finance, Ministry of Finance Towers, Tower 2, Ramses Street Extension,
Cairo, Egypt

referred to below as the “Contracting Authority”

<Date>

Title of contract: IT Equipment Supply and Services for the Customs Administration

Identification number: EuropeAid/122369/D/S/EG

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 article 11 of the Procurement Notice.

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 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers.

The law applicable to this guarantee shall be that of the country of the Contracting Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Egypt.

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

Name: Position:

Signature:

Date:

C. FURTHER INFORMATION

GLOSSARY

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

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

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

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

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

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

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

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

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

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

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the

future or conflict with other commitments, past or present, of a candidate, tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

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

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

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

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

Day: Calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME	<input type="text"/>																																							
ADDRESS	<input type="text"/>																																							
TOWN/CITY	<input type="text"/>																				POSTCODE	<input type="text"/>																		
COUNTRY	<input type="text"/>										VAT NUMBER	<input type="text"/>																												
CONTACT PERSON	<input type="text"/>																																							
TELEPHONE	<input type="text"/>															FAX	<input type="text"/>																							
E - MAIL	<input type="text"/>																																							

BANK

BANK NAME	<input type="text"/>																																							
BRANCH ADDRESS	<input type="text"/>																																							
TOWN/CITY	<input type="text"/>																				POSTCODE	<input type="text"/>																		
COUNTRY	<input type="text"/>																																							
ACCOUNT NUMBER	<input type="text"/>																																							
IBAN	<input type="text"/>																																							

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE
(Both Obligatory)

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DATE + SIGNATURE of ACCOUNT HOLDER :
(Obligatory)

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LEGAL ENTITIES

PRIVACY STATEMENT

http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="checkbox"/>																												
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)																										
NAME(S)	<input type="checkbox"/>																												
	<input type="checkbox"/>																												
	<input type="checkbox"/>																												
	<input type="checkbox"/>																												
ABBREVIATION	<input type="checkbox"/>																												
ADDRESS OF THE HEAD OFFICE	<input type="checkbox"/>																												
	<input type="checkbox"/>																												
	<input type="checkbox"/>																												
POSTAL CODE	<input type="checkbox"/>								P.O. BOX	<input type="checkbox"/>																			
CITY	<input type="checkbox"/>																												
COUNTRY	<input type="checkbox"/>																												
VAT	<input type="checkbox"/>																												
PLACE OF REGISTRATION	<input type="checkbox"/>																												
DATE OF REGISTRATION	<input type="checkbox"/> D D		<input type="checkbox"/> M M		<input type="checkbox"/> Y Y Y Y																								
REGISTRATION NR	<input type="checkbox"/>																												
PHONE	<input type="checkbox"/>														FAX	<input type="checkbox"/>													
E-MAIL	<input type="checkbox"/>																												

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:

*** A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;**

DATE AND SIGNATURE