

## ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM

*TENDER: AID006932/01/Services/Collection Display*

*Date: April 28th, 2009*

*Number of Pages: 72*

### **TENDER DOSSIER**

**A. Instructions to tenderers**

**B. Draft Contract Agreement and Special Conditions with annexes:**

- I. General Conditions for service contracts
- II. Terms of Reference
- III. Organization and Methodology (To be submitted by the tenderer according to the template provided)
- IV. Key experts (including templates for the summary list of key experts and their CVs)
- V. Budget (To be submitted by the tenderer as the Financial offer using the template provided)
- VI. Forms and other relevant documents

**C. Other information:**

- I. Administrative compliance grid
- II. Evaluation grid
- III. Evaluation process
- IV. Individual Service Contract Forecast

**D. Tender submission form**

## *List of Acronyms*

<i>AE</i>	<i>Italian Administrative Expert</i>
<i>DIPCO</i>	<i>MAE-DGCS Bulletin</i>
<i>GARS</i>	<i>The Government of Arabic Republic of Syria</i>
<i>GOI</i>	<i>The Government of Italy</i>
<i>GPI</i>	<i>Guidelines for Project Implementation</i>
<i>HoP</i>	<i>The Head of The Project</i>
<i>IE</i>	<i>The Italian Expert of the PMU</i>
<i>MAE-DGCS</i>	<i>Italian Ministry of Foreign Affairs – Directorate General for Development Cooperation</i>
<i>MoC-DGAM</i>	<i>Syrian Ministry of Culture – Directorate General for Antiquities and Museums</i>
<i>CBS</i>	<i>Commercial Bank of Syria</i>
<i>PD</i>	<i>Project Document</i>
<i>PIC</i>	<i>Syrian person in charge for the PMU</i>
<i>PMU</i>	<i>Project Management Unit</i>
<i>RMoC</i>	<i>Representative of Syrian Ministry of Culture</i>
<i>SC</i>	<i>Steering Committee</i>

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FOR DEVELOPMENT CO-OPERATION



MINISTRY OF CULTURE  
SYRIA  
DIRECTORATE GENERAL OF  
ANTIQUITIES AND MUSEUMS

## ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM

### PART A

### INSTRUCTIONS TO TENDERERS

## A – INSTRUCTIONS TO TENDERERS

PUBLICATION REFERENCE: AID006932/01/Services/Collection Display

In submitting their tenders, tenderers must respect all instructions, forms, Terms of reference, 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.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EC external actions, which is applicable to the present call (available on the Internet at this address: [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)).

Terms which mention the Financer/Agencies as being the EU (or EC) should be replaced by the DGCS/Italian Ministry of Foreign Affairs as being the Financer of this project. Terms which mention the Contracting Authority mean the Directorate General of Antiquities and Museums as being the Client.

### 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference and the Description of Works. These are contained in Annex II and Annex IIA of the draft contract, which forms Part B of this tender dossier.

### 2. Timetable

	<b>DATE</b>	<b>TIME*</b>
<b>Site visit (if any)</b>	Not applicable	Not applicable
<b>Information meeting (if any)</b>	Not applicable	Not applicable
<b>Deadline for request for any clarifications from the Contracting Authority</b>	10 days before deadline for tenders	
<b>Last date on which clarifications are issued by the Contracting Authority</b>	5 days before deadline for tenders	-
<b>Deadline for submission of tenders</b>	May 28 <sup>th</sup> 2009	15:00
<b>Interviews (if any)</b>	Not applicable	-
<b>Completion date for evaluation of technical offers</b>	June 8 <sup>th</sup> 2009	-
<b>Notification of award to the selected tenderer</b>	at most 15 days after deadline for tenders *	-
<b>Contract signature</b>	at most 30 days after deadline for tenders *	-

## A – INSTRUCTIONS TO TENDERERS

Commencement date	September 1 <sup>st</sup> 2009 *	-
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All times are in the time zone of the country of the Contracting Authority

\* Provisional date

### 3. Participation and sub-contracting

- a) Participation in this tender procedure is open only to a limited number of selected candidates;
- b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions mentioned in the Statement Clause No 4 of the Service Tender Submission Form . Should they do so, they may be excluded from tender procedures and contracts.
- c) Tenderers which have been guilty of making false declarations shall also be subject to financial penalties representing 10% of the total value of the contract being awarded.
- d) Tenders should be submitted by the same service provider or consortium which has submitted the application form and to which the letter of the invitation to tender is addressed. **No change whatsoever in the identity or composition of the tenderer is permitted** unless the Contracting Authority has given its prior approval in writing;
- e) Candidates service providers or consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;
- f) Sub-contracting is not allowed.

## A – INSTRUCTIONS TO TENDERERS

### 4. Content of tenders

*The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in 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.*

The tender must comprise of a Technical offer and a Financial offer and these must be submitted in separate envelopes (see clause 8). Each Technical offer and Financial offer must contain one original, clearly marked "**Original**", and **5** copies, each marked "**Copy**". Failure to respect the requirements in clauses 4.1, 4.2 and 8 will constitute a formal error and may result in the rejection of the tender.

#### 4.1 Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
  - a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
    - ❑ The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves exclusively to the tenderer.
    - ❑ Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of reference and/or in the Organization and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

If a key expert has been proposed by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure.

In cases where a key expert will not be available at the expected start of his/her activities, the corresponding tender may be rejected and the expert concerned will be excluded from this tender.

- b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form

## A – INSTRUCTIONS TO TENDERERS

- c) A completed **Financial Identification form** (see Annex VI of the draft contract) to nominate the bank account into which payments would be made in the event that the tender is successful.
  - d) The **legal entity file** and the supporting documents: the tenderers shall provide their legal entity file and its supporting documents.
- (2) **Organization and methodology** (will become Annex III of the contract), to be drawn up by the tenderer using the format in Annex III of the draft contract.
- (3) **Key experts** (To become Annex IV of the contract). The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Section 6 of the Terms of reference in Annex II of the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier.

Annex IV of the draft contract contains the templates which must be completed by the tenderer, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's of non-key experts must not be submitted.

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference.

- (4) Tenderers must provide the following documents in the case of the key experts proposed:
- a copy CV signed by the key expert with description of relevant instruction and  
of the professional experience.
- (5) Documentary proof or statements 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 any of the exclusion situations mentioned in the Statement Clause No 4 of the Service Tender Submission Form . This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion.

A diskette or CD-ROM containing the electronic version of the technical offer must be included with the printed version in the separate envelope in which the

## A – INSTRUCTIONS TO TENDERERS

technical offer is submitted. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail.

### 4.2 Financial offer

The Financial offer must be presented as an amount in euro and must be submitted using the template for the global-price version of Annex V of part B of this tender dossier, an electronic version of which is available in Annex: b8 annex V budget global (please pay attention to the fixed amount mentioned for the Syrian Counterparts to be considered).

### 5. Variant solutions

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

### 6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been recommended for the contract by the Evaluation Committee. The further period of 60 days is added to the initial period of 90 days irrespective of the date of notification.

### 7. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to the request of the candidate, provides additional information on the tender dossier, it must send such information in writing to all other candidates at the same time.

Tenderers may submit questions in writing to the following address up to 7 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

DGAM / Museum  
Rue Qasser Al Hier – Damascus- Syria  
Fax N: +963 (11) 44677231

e-mail: [idlib.project@dgam.gov.sy](mailto:idlib.project@dgam.gov.sy) (Cc: [wissam.habib@yahoo.it](mailto:wissam.habib@yahoo.it);  
[a.sciortino@awn.it](mailto:a.sciortino@awn.it) )

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or the government of the beneficiary country

## A – INSTRUCTIONS TO TENDERERS

concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 5 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

No information meeting is foreseen.

No site visit is foreseen.

### 8. Submission of tenders

Tenders must be submitted in such that they are **received** before the deadline specified in the letter of invitation to tender. They must include the requested documents in clause 4 above and be submitted:

- **EITHER** by recorded delivery (official postal service) to :  
**Directorate General of Antiquities and Museums**  
*Rue Qasser Al Hier – Damascus- Syria*
- **OR** hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt to:

**Directorate General of Antiquities and Museums**

*Rue Qasser Al Hier – Damascus- Syria*

**Tenders submitted by any other means will not be considered.** Tenders must be submitted using the double envelope system, ie, in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical offer**" and the other "**Envelope B - Financial offer**". All parts of the tender other than the financial offer must be submitted in Envelope A (ie, including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

**Any infringement of these rules (eg, unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.**

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the reference code of the tender procedure to which the tenderer is responding (*AID 006932/01/-Services/Collection Display*)

c) the words "Not to be opened before the tender-opening session" and

لا يفتح قبل موعد فض العروض

- d) the name of the tenderer.

## **A – INSTRUCTIONS TO TENDERERS**

The pages of the Technical and Financial offers must be numbered.

### **9. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

### **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

### **11. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

### **12. Evaluation of tenders**

#### **12.1 Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures explained in section **C-III** .

##### **12.1.1 Interviews**

The Evaluation Committee does not expect to conduct any interviews.

#### **12.2 Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened (ie, those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

## **A – INSTRUCTIONS TO TENDERERS**

### **12.3 Choice of selected tenderer**

The most economically advantageous tender is established by weighing technical quality against price on an 80/20 basis.

### **12.4 Confidentiality**

The entire evaluation procedure is confidential, subject to the Contracting Authority's policy on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority.

### **13. Ethics clauses / Corruptive practices**

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any potential conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.

### **14. Signature of contract(s)**

#### **14.1 Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

#### **14.2 Signature of the contract**

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other candidates will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.

## A – INSTRUCTIONS TO TENDERERS

### 15. Cancellation of the tender procedure

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

Cancellation may occur where:

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

**In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages.**

### 16. 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.

## **B – DRAFT CONTRACT AND SPECIAL CONDITIONS**

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### **ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM**

## **PART B**

### **DRAFT CONTRACT AGREEMENT AND SPECIAL CONDITIONS WITH ANNEXES**

## B – DRAFT CONTRACT AND SPECIAL CONDITIONS

### SERVICE CONTRACT No AID006932/01/-Services/CollectionDisplay FINANCED BY THE ITALIAN GOVERNMENT

Directorate General of Antiquities and Museums  
Rue Qasser el -Hier –Damascus- Syria.  
("the Contracting Authority"),

of the one part,

and

<Full official Name of the Consultant>

<Legal status/title><sup>1</sup>

<Official registration number><sup>2</sup>

<Full official address>

<VAT number><sup>3</sup>, ("the Consultant")

of the other part,

have agreed as follows:

#### Special Conditions

##### (1) Subject

The subject of this Contract is "**Assistance to the Renovation of the Regional Museum of Idlib; First Activity: Museological (Display of Collections) and Museographic studies and renovation plans.** Identification number **AID006932/01/-Services/Collection Display** ("the services")".

##### (2) Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts

Annex II: Terms of reference

Annex III: Organization and methodology

Annex IV: Key experts

Annex V: Budget Global Price

Annex VI: Forms and other relevant documents

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.

## B – DRAFT CONTRACT AND SPECIAL CONDITIONS

### (3) Contract value

This contract, established in: euro, is a **global price contract**. The contract value is : ( ) EURO

### (4) Commencement date

The date for commencing implementation shall be within 8 weeks of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.

### (5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is 3 (three) months from the Commencement date.

### (6) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

### (7) Payments and bank account

7.1 Payments will be made in Euro in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Article 20 of the General Conditions.

7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

Monh		<EUR>
1	<b>Pre-financing payment<sup>4</sup></b>	30%
6	<b>In progress payment</b>	30%
7	<b>Balance</b>	40%
	<b>Total</b>	100%

### (8) Contact addresses

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<sup>4</sup> The consultant is not obliged to ask for pre-financing.

## B – DRAFT CONTRACT AND SPECIAL CONDITIONS

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 20.7 of the General Conditions.

(9) Law and language of the contract

9.1 The law of Syrian Arab Republic shall govern all matters not covered by the contract.

9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

(10) Tax and customs arrangements

The contract shall be exempt from all duties and taxes, including VAT, according to the signed agreement between the Italian Government and the Syrian Arab Republic.

(11) Dispute settlement

11.1 The conciliation procedure in Article 40.3 of the General Conditions is applicable

11.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Damascus court applying the national legislation of Syria.

(12) Other specific conditions applying to the contract

The Consultant must take the necessary measures to ensure the visibility of the MAE/DGCS financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the European Commission. These rules are set out in the EU guidelines on visibility available from the EuropeAid website at [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm).

Done in English in three originals: one original being for the Contracting Authority, one original being for the DGCS and one original being for the Consultant.

**For the Consultant**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:

Eng. Maher AZAR

Representative of  
Ministry of Culture

## B – ANNEX 1

### ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS

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### PRELIMINARY PROVISIONS

#### Article 1 Definitions and conventions

- 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 The following definitions apply to the contract.

**Administrative order:** any instruction or order issued by the Project Manager to the Consultant regarding the performance of the services.

**Beneficiary country:** the Syrian Arab Republic.

**Clearance:** The amount of expenditure incurred in accordance with the Contract which the Contracting Authority, after examination of the expenditure verification report, accepts for deduction from the sum total of pre-financing under the Contract

**Consultant:** the party which contracts to perform the services.

**Contract:** the signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein, including these General Conditions.

**Contracting Authority:** the General Directorate of Antiquities and Museums-Ministry of Culture.

**Contract value:** the amount stated in Article 3 of the Special Conditions.

**Day:** calendar day.

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

**Global price contract:** a contract under which the services are performed for an all-inclusive fixed price.

**Liquidated damages:** the compensation stated in the contract as being payable by one contracting party to the other for failure to perform the contract or part thereof.

**Month:** calendar month

**Project:** the project in relation to which the services are to be provided under the contract.

## **B – ANNEX 1**

**Project Manager:** the natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Services:** activities to be performed by the Consultant under the contract such as technical assistance, studies, training and designs.

**Terms of reference:** the document in Annex II drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provisions of services, specifying, where relevant, the methods and resources to be used by the Consultant and/or the results to be achieved by it.

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

- 1.3 Where the context so permits words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine shall be deemed to include the feminine and vice versa.
- 1.4 The word “country” shall be deemed to include State or Territory.
- 1.5 Words importing persons or parties shall include firms and companies and any organization having legal capacity.

### **Article 2 Notices and written communications**

- 2.1 Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of its communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of the communication
- 2.2 Any notice, consent, approval, certificate or decision by any person required under the contract shall be in writing, unless otherwise specified, and shall not be unreasonably withheld or delayed.
- 2.3 Any oral instructions or orders shall be confirmed in writing.

### **Article 3 Assignment**

- 3.1 An assignment is any agreement by which the Consultant transfers its contract or part thereof to a third party.
- 3.2 The Consultant shall not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest hereunder.
- 3.3 The approval of an assignment by the Contracting Authority shall not relieve the Consultant of its obligations for the part of the contract already performed or the part not assigned.
- 3.4 Assignees must satisfy the eligibility criteria applicable to the award of the contract.

### **Article 4 Sub-contracting**

- 4.1 Subcontracting is available under written approval of the Contracting Authorities

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### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

#### **Article 5 Supply of information**

- 5.1 The Contracting Authority shall supply the Consultant promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of execution of the contract.
- 5.2 The Contracting Authority shall as far as possible co-operate with the Consultant to provide information that the latter may reasonably request in order to perform the contract.

#### **Article 6 Assistance with local regulations**

- 6.1 The Consultant may request the assistance of the Contracting Authority of the beneficiary country to obtain copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the Consultant in the performance of its obligations under the contract. The Contracting Authority may charge the Consultant for such assistance, which would be provided at the Consultant's own expense.
- 6.2 Subject to the provisions of the laws and regulations on foreign labour in the country in which the services are to be performed, the Contracting Authority of the beneficiary country shall make every effort to facilitate the procurement by the Consultant of all required visas and permits, including work and residence permits, for the personnel whose services the Consultant and the Contracting Authority consider necessary as well as residence permits for their families.
- 6.3 The Contracting Authority shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the services.
- 6.4 The Consultant 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 CONSULTANT**

#### **Article 7 General obligations**

- 7.1 The Consultant shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Consultant, its employees and their dependants of such laws and regulations.
- 7.2 The Consultant shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice.
- 7.3 The Consultant shall comply with administrative orders given by the Project Manager. Where the Consultant considers that the requirements of an administrative order go

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beyond the authority of the Project Manager or of the scope of the contract, it shall, on pain of being time-barred, notify the Project Manager, explaining its opinion, within 30 days after receipt thereof. Execution of the administrative order shall not be suspended because of this notice.

- 7.4 The Consultant shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
- 7.5 If the Consultant is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium.
- 7.6 Any alteration of the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

### **Article 8 Code of conduct**

- 8.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority, and from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract. It shall not commit the Contracting Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 8.2 For the period of execution of the contract, the Consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.
- 8.3 If the Consultant or any personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the contract, without prejudice to any accrued rights of the Consultant under the contract.
- 8.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 8.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Contracting Authority.

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- 8.6 The Consultant and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Consultant nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.
- 8.7 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the 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 commission paid to a company which has every appearance of being a front company.
- 8.8 The Consultant shall supply to the Contracting Authority on request supporting evidence regarding the conditions in which the contract is being executed. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

### **Article 9 Conflict of interest**

- 9.1 The Consultant shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay.
- 9.2 The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Consultant shall ensure that its staff, including its management, are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article 7, the Consultant shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.
- 9.3 The Consultant shall refrain from any contact which would compromise its independence or that of its personnel. If the Consultant fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.
- 9.4 The Consultant shall after the conclusion or termination of the contract, limit its role in connection with the project to the provision of the services. Except with the written permission of the Contracting Authority, the Consultant and any other Consultant, contractor or supplier with whom the Consultant is associated or affiliated shall be disqualified from the execution of works, supplies or other services for the project in any capacity, including tendering for any part of the project.

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- 9.5 Civil servants and other staff of the public administration of the beneficiary country, can not be recruited as experts in contracts unless the prior written approval has been obtained from the Contracting Authority.
- 9.6 The Consultant and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access under the same projects.

### **Article 10 Administrative and financial penalties**

- 10.1 Without prejudice to the application of penalties laid down in the contract, if the Consultant has been guilty of making false declarations or has been found to have seriously failed to meet its contractual obligations in an earlier procurement procedure.
- 10.2 Consultants who have been found to have seriously failed to meet their contractual obligations, other than foreseen in article 19, shall also be subject to financial penalties representing 10% of the total value of the Contract.

### **Article 11 Specifications and designs**

- 11.1 The Consultant shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the Contracting Authority and taking into account the latest design criteria.
- 11.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

### **Article 12 Indemnification**

- 12.1 At its own expense, the Consultant shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.
- 12.2 At its own expense, the Consultant shall indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's performance of the contract provided that:
- a) the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Contracting Authority becomes aware of them;
  - b) the ceiling on the Consultant's liability to the Contracting Authority shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Consultant or by the Consultant's willful misconduct;
  - c) the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 12.3 At its own expense, the Consultant shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Consultant's failure to perform its obligations under the contract.

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- 12.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Contracting Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or
  - b) the improper execution of the Consultant's instructions by agents, employees or independent Consultants of the Contracting Authority.
- 12.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

### **Article 13 Medical, insurance and security arrangements**

- 13.1 The Contracting Authority may request the Consultant and/or its personnel performing the services to undergo a medical examination by a qualified medical practitioner before leaving their usual place of residence and shall as soon as is practicable furnish the Contracting Authority with the medical report resulting there from.
- 13.2 For the period of execution of the contract, the Consultant shall obtain medical insurance for itself and other persons employed or contracted by it under the contract. The Contracting Authority shall be under no liability in respect of the medical expenses of the Consultant.
- 13.3 Within 20 days of signing the contract, the Consultant shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Consultant has its headquarters and covering, during the period of execution of the contract, the following aspects:
- a) the Consultant's liability in respect of sickness or industrial accident affecting its employees, including the cost of repatriation on health grounds;
  - b) loss of, or damage to, the Contracting Authority's equipment used to perform the contract;
  - c) civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Authority arising out of the performance of the contract.
  - d) accidental death or permanent disability resulting from bodily injury incurred in connection with the contract;
- 13.4 The Consultant shall also insure the personal effects of its employees, experts and their families located in the beneficiary country against loss or damage.
- 13.5 The Consultant shall furnish proof of the insurance policy and of regular payment of premiums without delay whenever required to do so by the Contracting Authority or the Project Manager.
- 13.6 The Consultant shall put in place security measures for its employees, experts and their families located in the beneficiary country commensurate with the physical danger facing them.

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- 13.7 The Consultant will also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the beneficiary country are exposed and for keeping the Contracting Authority informed of the situation. In the event that the Contracting Authority or the Consultant shall become aware of an imminent threat of danger to the life or health of any of its employees, experts or their families, the Consultant may take immediate action to remove the individuals concerned to safety. If the Consultant takes such action, this must be communicated immediately to the Project Manager and may lead to suspension of the contract in accordance with Article 35.

### **Article 14 Intellectual and industrial property rights**

- 14.1 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall be the absolute property of the Contracting Authority unless otherwise specified. The Consultant shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Consultant may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.
- 14.2 The Consultant shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.
- 14.3 Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

## **NATURE OF THE SERVICES**

### **Article 15 The scope of the services**

- 15.1 The scope of the services is specified in Annex II and Annex III..
- 15.2 Where the contract is for .an advisory function for the benefit of the Contracting Authority and/or Project Manager in respect of all the technical aspects of the project which may arise out of its execution, the Consultant shall not have decision-making responsibility.
- 15.3 Where the contract is for management of the execution of the project, the Consultant shall assume all the duties of management inherent in supervising the execution of a project, subject to the Project Manager's authority.
- 15.4 If the Consultant is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable Consultants, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The Contracting Authority shall provide the Consultant with the information necessary for drawing up the administrative part of the tender dossier.

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### **Article 16 Personnel and equipment**

- 16.1 The Consultant must inform the Contracting Authority of all personnel which the Consultant intends to use for the implementation of the contract, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialization required. The Contracting Authority shall have the right to oppose the Consultant's choice of personnel.
- 16.2 All those working on the project with the approval of the Contracting Authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III , or, failing this, on the date or within the periods notified to the Consultant by the Contracting Authority or the Project Manager.
- 16.3 Save as otherwise provided in the special conditions, those working on the contract shall reside close to their place of work. Where part of the services is to be performed outside the beneficiary country, the Consultant shall keep the Project Manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4 The Consultant shall:
- a) forward to the Project Manager within one week of the signature of the contract by both parties, the timetable proposed for placement of the staff;
  - b) inform the Project Manager of the date of arrival and departure of each member of staff;
  - c) submit to the Project Manager for his written approval a timely request for the appointment of any non-key experts.
- 16.5 The Consultant shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

### **Article 17 Replacement of personnel**

- 17.1 The Consultant shall not make changes to the agreed personnel without the prior written approval of the Contracting Authority. The Consultant must on its own initiative propose a replacement in the following cases:
- a) In the event of death, in the event of illness or in the event of accident of a member of staff.
  - b) If it becomes necessary to replace a member of staff for any other reasons beyond the Consultant's control (e.g. resignation, etc.).
- 17.2 Moreover, in the course of performance, and on the basis of a written and justified request, the Contracting Authority can ask for a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract.
- 17.3 Where a member of staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the member of staff who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the contract, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

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- 17.4 Additional costs incurred by the replacement of staff are the responsibility of the Consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Contracting authority may ask the Consultant to assign to the project a temporary expert pending the arrival of the new expert, or to take other measures to compensate for the temporary absence of the missing expert. Whatever the case may be, the Contracting Authority makes no payment for the period of the expert's or his/her replacement's absence.

### **Article 18 Trainees**

- 18.1 If required in the terms of reference, the Consultant shall provide training for the period of execution of the contract for trainees assigned to it by the Contracting Authority under the terms of the contract.
- 18.2 Instruction by the Consultant of such trainees shall not confer on them the status of employees of the Consultant. However, they must comply with the Consultant's instructions, and with the provisions of Article 8, as if they were employees of the Consultant. The Consultant may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 18.3 Unless otherwise provided in the contract, remuneration for trainees and travel, accommodation and all other expenses incurred by the trainees, shall be borne by the Contracting Authority.
- 18.4 The Consultant shall report at quarterly intervals to the Contracting Authority on the training assignment. Immediately prior to the end of the period of execution of the contract, the Consultant shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **PERFORMANCE OF THE CONTRACT**

### **Article 19 Delays in performance**

- 19.1 If the Consultant does not perform the services within the period of execution specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.
- 19.2 The budgetary commitment covering the Contract will finish 18 months after the period of execution of the contract defined in Article 5 of the Special Conditions, unless the Contract is terminated in accordance with Article 36.1 of the General Conditions.
- 19.3 The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.
- 19.4 If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Consultant:
- a) terminate the contract; and
  - b) complete the services at the Consultant's own expense.

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### **Article 20 Amendment of the contract**

- 20.1 Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum. If the request for an amendment comes from the Consultant, the latter must submit such a request to the Contracting Authority at least 30 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Consultant and accepted by the Contracting Authority.
- 20.2 However, where the amendment does not affect the basic purpose of the contract, the Project Manager shall have the power to order any variation to any part of the services necessary for the proper execution of the contract, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services.
- 20.3 Prior to any administrative order for variation, the Project Manager shall notify the Consultant of the nature and form of such variation. As soon as possible, after receiving such notice, the Consultant shall submit to the Project Manager a written proposal containing:
- a) a description of the service to be performed or the measures to be taken and a program for execution; and
  - b) any necessary modifications to the program of performance or to any of the Consultant's obligations under the contract; and
- 20.4 Following the receipt of the Consultant's proposal, the Project Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Project Manager decides that the variation shall be carried out he shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Consultant's proposal or as modified by the Project Manager in accordance with Article 20.3.
- 20.5 On receipt of the administrative order requesting the variation, the Consultant shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.
- 20.6 The Contracting Authority shall give written notification to the Consultant of the name and address of the Project Manager. The Consultant shall give written notification to the Contracting Authority of the name and address of its contact, bank account and auditor(s) for the Contract. The Consultant must use the form in Annex VI for notification or modification of its bank account. The Contracting Authority shall have the right to oppose the Consultant's choice of bank account or auditor.
- 20.7 All payments made by the Contracting Authority into the bank account specified in the contract will have liberating effect.
- 20.8 No amendment shall be made retroactively. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with Article 20.6 shall be considered null and void.

### **Article 21 Working hours**

The days and hours of work of the Consultant or the Consultant's personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

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### **Article 22 Leave entitlement**

- 22.1 Annual leave to be taken during the period of execution of the contract must be at a time approved by the Project Manager.
- 22.2 The Consultant's personnel shall not be entitled to either sick or casual leave provided, however, that the Project Manager may, at his sole discretion whether for compassionate reasons or otherwise, permit the Consultant to take unpaid leave during the period of execution of the contract.

### **Article 23 Information**

The Consultant shall furnish the Project Manager or any person authorized by the Contracting Authority, with any information relating to the services and the project as the Project Manager may at any time request.

### **Article 24 Records**

- 24.1 The Consultant shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Consultant's invoice(s) have been duly incurred for the performance of the services.
- 24.2 Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.
- 24.3 The Consultant shall permit the Project Manager or any person authorized by the Contracting Authority or the Contracting Authority itself, to inspect or audit, the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

### **Article 25 Verification**

Verification is allowed to the Contracting Authorities in any time and for any documents.

### **Article 26 Interim and final reports**

- 26.1 The Consultant must draw up interim reports and a final report during the period of execution of the contract Section 7 of the Annex II-Terms of Reference. These reports shall consist of a narrative section and a technical section The format of such reports is as notified to the Consultant by the Project Manager during the period of execution of the Contract.
- 26.2 All invoices must be accompanied by an interim or final report. The structure of the interim or final technical report shall be the same as that of the contractually approved budget (Annex V).
- 26.3 Immediately prior to the end of the period of execution of the contract, the Consultant shall draw up a final progress report together which must include, if appropriate, a critical

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study of any major problems which may have arisen during the performance of the contract.

26.4 Where the contract is performed in phases, the execution of each phase shall give rise to the preparation of a final progress report by the Consultant.

26.5 Interim and final progress reports are covered by the provisions of Article 14.

### **Article 27 Approval of reports and documents**

27.1 The approval by the Contracting Authority of reports and documents drawn up and forwarded by the Consultant shall certify that they comply with the terms of the contract.

27.2 Where the final progress report of a global price contract is not approved, the dispute settlement procedure is automatically invoked.

27.3 Where the contract is performed in phases, the execution of each phase shall be subject to the approval, by the Contracting Authority, of the preceding phase except where the phases are carried out concurrently.

## **PAYMENTS & DEBT RECOVERY**

### **Article 28 Expenditure verification**

28.1 No expenditure verification report is required for global price contracts.

### **Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with Global price contract as identified in Article 3 of the Special Conditions.

#### Global price contract

The Contracting Authority will make payments to the Consultant in the following manner:

- a pre-financing payment up to 30 % of the contract value stated in Article 3 of the Special Conditions within 30 days of receipt by the Contracting Authority of the Contract signed by both parties, of a request for the pre-financing and of a financial guarantee, as defined in article 30;
- a interim payment of 30% of the contract value stated in Article 3 of the Special Conditions after the 2nd month from activity's startup;
- the balance of the contract value stated in Article 3 of the Special Conditions within 30 days of the Contracting Authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27

29.2 The payment deadline of 30 calendar days referred to in Article 29.1 shall expire on the date on which the Contracting Authority's account is debited. Without prejudice to Article 36.3, the Contracting Authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Project Manager by notifying the Consultant that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Contracting Authority thinks it

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necessary to conduct further checks. In such cases, the Contracting Authority must not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which must be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated invoice is received by the Contracting Authority.

29.3 Once the deadline referred to above has expired, the Consultant may, within two months of late payment, claim late-payment interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,
- at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country,

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 (inclusive), and the date on which the Contracting Authority's account is debited (exclusive).

29.4 Payments due from the Contracting Authority shall be made into the bank account notified by the Consultant in accordance with Article 20.6.

29.5 The Contracting Authority will make payments in euro, in accordance with Article 7.1 of the Special Conditions. Where payment is in euro, for the purposes of the Provision for incidental expenditure, actual expenditure shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated.

29.6 Payment of the final balance shall be subject to performance by the Consultant of all its obligations relating to the execution of all phases or parts of the services and to the approval by the Contracting Authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Contracting Authority.

29.7 If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Consultant, suspend in whole or in part, payments due to the Consultant under the Contract:

- a) the Consultant defaults in the execution of the contract;
- b) any other condition for which the Consultant is responsible under the contract and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the project or the contract.

### **Article 30 Financial guarantee**

30.1 If the pre-financing payment stated in Article 7.2 of the Special Conditions exceeds EUR 30,000, the Consultant must provide a financial guarantee for the full amount of the pre-financing payment. This financial guarantee must remain valid until it is released by the Contracting Authority in accordance with Article 29.1 or Article 29.2, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made by the responsible authorizing officer.

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- 30.2 The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3 Should the financial guarantee cease to be valid and the Consultant fail to re-validate it, the Contracting Authority may either make deductions from future payments due to the Consultant under the Contract up to the total of the payments already made, or terminate the Contract if in the opinion of the Contracting Authority such deduction is impracticable.
- 30.4 If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Consultant, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 30.5 For global price contracts, the financial guarantee must remain in force until the final payment has been made.

### **Article 31 Recovery of debts from the Consultant**

- 31.1 The Consultant shall repay any amounts paid in excess of the final certified value due to the Contracting Authority within 45 days of receiving a request to do so.
- 31.2 Should the Consultant fails to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest:
- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,
  - at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country,
- 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 Consultant's account is debited (inclusive). Any partial payments shall cover the interest thus established.
- 31.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Consultant. This shall not affect the right of the Consultant and the Contracting Authority to agree on repayment by installments.
- 31.4 Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Consultant.

### **Article 32 Revision of prices**

Unless otherwise stipulated in the special conditions, the global price of a global price contract shall not be revised.

### **Article 33 Payment to third parties**

- 33.1 Not applicable.

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### **BREACH OF CONTRACT AND TERMINATION**

#### **Article 34 Breach of contract**

- 34.1 Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.
- 34.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:
- a) damages; and/or
  - b) termination of the contract.
- 34.3 Damages may be:
- a) general damages; or
  - b) liquidated damages.
- 34.4 In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Consultant or call on the appropriate guarantee.
- 34.5 The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

#### **Article 35 Suspension of the contract**

- 35.1 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance of the contract.
- 35.2 Where such errors, irregularities or fraud are attributable to the Consultant, the Contracting Authority may in addition refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

#### **Article 36 Termination by the Contracting Authority**

- 36.1 This contract shall terminate automatically if it has not given rise to any payment within a period of three years after its signature by both parties.
- 36.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Consultant.
- 36.3 In addition to the grounds for termination defined in these General Conditions, the Contracting Authority may terminate the contract after giving 7 days' notice to the Consultant in any of the following cases:
- a) the Consultant fails to carry out the services substantially in accordance with the contract;
  - b) the Consultant fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
  - c) the Consultant refuses or neglects to carry out administrative orders given by the Project Manager;

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- d) the Consultant assigns the contract or sub-contracts without the authorization of the Contracting Authority;
  - e) the Consultant becomes bankrupt or is 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 Consultant has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
  - g) the Consultant has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
  - h) any organizational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is recorded in an addendum to the contract;
  - i) any other legal disability hindering performance of the contract occurs;
  - j) the Consultant fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.
- 36.4 The Contracting Authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Consultant's own expense. The Consultant's liability for delay in completion shall immediately cease when the Contracting Authority terminates the Contracts without prejudice to any liability there under that may have already been incurred.
- 36.5 Upon termination of the contract or when it has received notice thereof, the Consultant shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.
- 36.6 The Project Manager shall, as soon as is possible after termination, certify the value of the services and all sums due to the Consultant as at the date of termination.
- 36.7 The Contracting Authority shall not be obliged to make any further payments to the Consultant until the services are completed, whereupon the Contracting Authority shall be entitled to recover from the Consultant the extra costs, if any, of completing the services, or shall pay any balance due to the Consultant.
- 36.8 If the Contracting Authority terminates the contract, it shall be entitled to recover from the Consultant any loss it has suffered up to the maximum amount stated in the contract. If no maximum amount is stated, the Contracting Authority shall, without prejudice to its other remedies under the contract, be entitled to recover that part of the contract value which is attributable to that part of the services which has not, by reason of the Consultant's failure, been satisfactorily completed.
- 36.9 The Consultant shall not be entitled to claim, in addition to sums owing to it for work already performed, compensation for any loss or injury suffered.

### Article 37 Termination by the Consultant

- 37.1 The Consultant may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

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- a) fails to pay the Consultant the amounts due under any certificate of the Project Manager after the expiry of the time limit stated in Article 29; or
- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not due to the Consultant's default.

37.2 Such termination shall be without prejudice to any other rights of the Contracting Authority or the Consultant acquired under the contract.

37.3 In the event of such termination, the Contracting Authority shall pay the Consultant for any loss or injury the Consultant may have suffered. Such additional payment may not be such that the total payments exceed the amount specified in Article 3 of the Special Conditions.

### **Article 38 Force majeure**

38.1 Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

38.2 The term "force majeure", as used herein shall mean 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, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

38.3 A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.

38.4 Notwithstanding the provisions of Article 19 and Article 35, the Consultant shall not be liable for liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, to payment of interest on delayed payments, for non-performance or for termination by the Consultant 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.

38.5 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Consultant shall not put into effect such alternative means unless directed so to do by the Project Manager.

38.6 If circumstances of force majeure have occurred and persist for a period of 180 days then, notwithstanding any extension of the period of execution that the Consultant may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation

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of force majeure persists, the contract shall be terminated and, in consequence thereof, the parties shall be released from further performance of the contract.

### **Article 39 Decease**

- 39.1 If the Consultant is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by his heirs or beneficiaries if they have notified their wish to continue the contract within 15 days of the date of decease. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal.
- 39.2 If the Consultant is a group of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the services and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given within 15 days of the date of decease by the survivors and by the heirs or beneficiaries, as the case may be. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal.
- 39.3 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the Consultant. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

## **SETTLEMENT OF DISPUTES**

### **Article 40 Settlement of disputes**

- 40.1 The Contracting Authority and the Consultant shall make every effort to settle amicably any dispute relating to the contract which may arise between them, or between the Project Manager and the Consultant.
- 40.2 Once a dispute has arisen, the parties to this contract shall notify each other in writing of their positions on the dispute as well as of any solution which they envisage possible. If either of the parties to this contract deems it useful, the parties shall meet and try to settle the dispute. Each party shall respond to a request for amicable settlement within 30 days of such request. The period to reach an amicable settlement shall be 120 days from the date of the request. Should the attempt to reach an amicable settlement be unsuccessful or should a party not respond in time to any requests for settlement, each party shall be free to proceed to the next stage in reaching a settlement 40.3 by notifying the other party.
- 40.3 In the absence of an amicable settlement, the parties may agree to the settlement of the dispute by conciliation by DGCS in the case of contracts for which the Contracting Authority is not DGCS or the Italian Embassy. If no settlement is achieved within 120 days of the start of the conciliation process, each party to the contract has the right to proceed to the next stage in the dispute settlement procedure.
- 40.4 In the absence of an amicable settlement or settlement by conciliation within 120 days of the start of one of these procedures, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in Article 11 of the Special Conditions.

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## 1. BACKGROUND INFORMATION

### *1.1. Beneficiary country*

Syrian Arab Republic.

### *1.2. Contracting Authority*

General Directorate of Antiquities and Museums- Ministry of Culture.

### *1.3. Relevant background*

Since ancient time Syria has strong historical ties with Italy and a close relationship in the present, as shown in the meaningful cooperation which operated under the Co-operation Agreement identified by the Memorandum of Understanding signed in Damascus on November 2000. This grant would allow interventions for 20 billion lira (10,33 million euro) in favor of the DGAM, 6,0 million being dedicated to the National Museum and to the Citadel of Damascus; 3,0 million euro to the renovation of the National Museum of Aleppo and the Regional Museum of Idlib, while the balance of. 1,3 million euro to manage four Masters specialization (in conservation, archaeology, economy of cultural heritage) to be held at Syrian Universities.

The Minutes of Meetings signed in Damascus on November the 18th 2001, between DGAM and the Embassy, and the following agreements done in Rome on June 20th 2002, reserved total priority to the implementation of the general project to enhance Cultural Heritage sector's institutions. As for the Damascus National Museum and the Citadel, activities started in 2007, and are expected to operate for a period of two years.

### *1.4. Current state of affairs in the relevant sector*

Presently DGAM is managing over 28 museums and about 3073 archaeological sites, where 80 foreign missions are operating with an impressive number of yearly new excavations. Present personnel of DGAM are critically insufficient in order to manage such a rich cultural heritage. Workers having adequate new technical and scientific skills would be indispensable to face the new duties.

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### *2.1. Overall objective of the Program*

**The General Objective** of the Idlib Project is the contribution to the valorization of the operational capabilities of DGAM to preserve and to manage the rich cultural heritage of Syria.

**The Specific Objectives of the Program are:** i) Renovation and reorganization of the Idlib Regional Museum following updated international models, in terms of management, display of collections, ancillary services; ii) Creation of a Laboratory for the conservation, translation and cataloguing of the cuneiform engraved Tablets, hosted in the Museum.

**The main Expected Results** are to make available and operational the following:

- Elaboration of hypotheses for the reorganization of the Museum and formulation of plans to develop front and back office policies;
- Identification of the themes of the Museum, selection of the topics and creation of a project for the sequence of the items to be displayed;
- Renovation of the ground floor halls hosting an Introduction to the history and culture of the Region, the History of archaeological discoveries in the Area;

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- Renovation of the first floor halls hosting the Ebla section, the Tell Ails section and a section concerning other relevant sites as Qminas, Tell Deinit, Tell Tuqan);
- Organization of the deposit area and laboratories for restoration and conservation of the Tablets, together with the creation of a database for the same collections.

The activities that lead to the above mentioned Expected Results are grouped into the following components:

- Definition of plans to develop policies for the Museum. Preparation of a plan for reassessing the functions of the Museums, with the definition of the criteria to select collections and identification of the visiting tours;
- Refurbishment of the exhibition halls both on ground and first floor,
- Activation of the laboratories and the database for the Tablets;
- Assistance in supervising the civil works for the renovation of the Museum to be carried out directly by DGAM;

A training program to update staff skills even for the personnel of the Museum of Idlib is under way within the program for the National Museum of Damascus.

The Regional Museum of Idlib needs a new museological organization. The exhibition has to be renovated radically, enriched with new items. The exhibition path has to be rearranged considering new data (for example the importance of Ebla).

Interventions to improve the cultural policy and the visibility of the Museum for visitors are also required, starting from the logo, a detailed literature and explanatory and didactic panels.

To be able to do that, part of the staff of the Museum should be trained in principles of modern museology and in the techniques to set up exhibitions.

### **2.2. Overall objective of the Contract**

**The overall objective of this contract, which is the first activity within the global Program, will consist in the following:**

- Elaborating a Plan for new Museum's policies, according to international standards, having the object to become itself a component of the Syrian cultural policy and enhancing the Syrian cultural capital's economic value as expressed by the Museum collections.
- Elaborating new Museum's front office and back office policy.
- Elaborating an hypothesis of Museum re-organization.
- Elaborating a proposal of Museum collection display, according to modern museological criteria.
- Establishing a comprehensive database, including Geographical Information System features, of Syrian Heritage

**The present activity shall start as a priority for the Program.** It basically consists in the general Planning activity for the Museum renovation, considered as a component of the Syrian cultural policy and identity.

All the other activities are strictly interconnected to this first one, as it defines the global

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philosophy of the new museum, elaborating a specific cultural project, thus determining the architectural/technological distribution, the display of the collections that will be chosen for presentation, as well as the visiting routes system.

It is crucial to design a Plan for new Museum's policies, according to international standards. It consists in elaborating an hypothesis of Museum re-organization, having the object to become itself a component of the Syrian cultural policy. It should be directed to elaborating the cultural historical image and a definition of the Syrian cultural identity, in enhancing tourism flows from Arab countries, as well as from Western and Eastern Countries and in enhancing the Syrian cultural heritage economic value as expressed by the Museum collections.

The display of collections' Plan comes directly from the front office's policy. It is not only a mere re-elaboration of the objects physical disposition, but it is also an operation which can exert an influence on the meaning of Museum, on the message the Museum is sending to the public.

### ***2.3. Purposes and Results to be achieved by the Consultant***

The general purposes of this contract are the following:

*Development of a Plan for the new Museum's policies, according to the international standards.*

A general Master Plan shall be designed, starting from a deep and accurate survey of the existing situation, both in terms of physical reality (architecture, structures, installations, etc.) and of archaeological findings availability. The possible cultural offer, in terms of exposition and display, must be identified, defined and proposed for appropriate presentation.

1. The First step of the overall Program is the designing activity for the Museum renovation.
2. Once the complete state-of-art is defined, the next step will be the elaboration of the cultural historical message that the museum wants to transmit as an expression of the Syrian cultural identity.
3. Based on the main results given by the Plan for Museum policies, this other step shall include a global project for the Museum renovation, designing the whole system, and directly defining the guidelines to be followed for the implementation of the further project's activities, starting from the architectural/technological ones.

The expected output of the present designing step is:

- A museologic design
- A museographic design including showcases design.
- The architectural design for internal and external (garden) spaces, including as well the general layout for the installations (to be utilized as guidelines by the technicians in charge of Activity 3 – Technical plants planning)
- Preparation of a Manual for the Museum management (whose graphic realization and publication will be task of the responsible of Activity 2 – Graphic Services).

## **3. ASSUMPTIONS & RISKS**

### ***3.1. Assumptions underlying the project intervention***

The present organization of the exhibitions of the Regional Museum of Idlib has to be deeply revised, according to modern museological standards.

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In general, a quick and efficient response from the Central and Local Institutions involved, as well as motivation of the involved personnel, is considered essential for the timely and good performance of the project.

A strict coordination among all the different parties involved (international and local) is essential.

### **3.2. Risks**

No risks connected to the Country's social and political situations are devised.

Eventual problems might arise to the smooth activities' implementation from a late response by any of the different actors involved (central Authorities, Consultants, Contractors, etc.), since the lack of a perfect coordination among all of the activities (with special reference to the civil works) is crucial for achieving the final result.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Project description**

The targets of this project are the development of a plan for new Museum's policies and the proposal of an hypothesis of new Museum organization, according to international standards, with the aim of becoming itself a component of the Syrian cultural policy, engaged in elaborating the cultural historical image and a definition of the Syrian cultural identity, in enhancing tourism flows from Arab Countries and from eastern and western Countries, and enhancing the Syrian cultural heritage economic value as expressed by the Museum collections.

To translate these targets into a comprehensive museological plan, it is necessary to identify the Museum's "message", to define its chronological and thematical organization, to assess the selection criteria for the exhibition of collections.

The display of collections' Plan comes directly from the front office's policy. It is not only a re-elaboration of the objects physical disposition, but it is also an operation which can exert an influence on the meaning of Museum, on the message the Museum is sending to the public.

The Museum have to communicate to the visitors his own history interpretation: to achieve this, the physical disposition of objects must be developed through an historical and philosophical discussion by Museum scientists.

The knowledge of the objects in the collections, their historical interpretations, the new acquisitions are the basis of a cultural project, whose main topics will be:

- The identification of the main Museum message,
- The selection of exhibition thematics,
- The sequence of thematics and the division of each thematic into exhibition unit,
- The selection of objects to be exhibited inside each unit.

#### **4.1.2. Geographical area to be covered**

The Idlib Region, Syria.

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### 4.1.3. Target groups

- The Curator of the Museum (prehistory, Syrian antiquities, classic period, Islamic period and modern art),
- The Deputy Curator (Assistant),
- The Head of the Museum's Technical Department,
- Three other Syrian Experts, chosen inside a list submitted by DGAM.
- All of the DGAM personnel directly or indirectly involved in the management and running of the Museum.

## 4.2. Specific activities

### 4.2.1. Selection of museum artifacts to be exhibited.

This activity consists in technical assistance to the Syrian curators, deputy curators and technicians, in the selection and schedule of objects from the museum collections, either exhibited or/and preserved in deposits, in order to design a new exhibition plan and a completely renovated architectural design.

*The tenderer has to submit full program and timetable for an activity plan, following these main lines:*

*1. The First step of the overall Program is the designing activity for the Museum renovation.*

A complete documentation of the actual state of the museum must be realized, with the following output:

- Geometric survey
- Structural and physical survey
- Installations survey
- Expositions and stores survey (available material and spaces)
- Final report on the results.

DGAM shall supply the PMU with the above said technical documentation, which will be made available to the Institutions invited to tender for the overall First Activity's implementation. The Institution that will be awarded the contract shall accurately analyze and complete the surveys (for the items above, including as well an analysis of the socio-economic context and of the museum's interconnections to the overall cultural Syrian system), then utilizing them as a bases for the planning activity.

*2. Once the complete state-of-art is defined, the next step will be the elaboration of the cultural historical message that the museum wants to transmit as an expression of the Syrian cultural identity, with the final purpose of enhancing tourism flows and enhancing the Syrian cultural heritage's economic value.*

Front office and back office policies have to be identified.

This step's expected output shall be a document, identifying:

- The museum's role inside the national museums system
- The typology and quantity of potential visitors (e.g. students, specialists, tourists, etc.)
- The means for enhancing the museum's value, in social and financial terms, with reference to the economic outputs, considered also as results on the local communities living conditions
- The results in terms of cultural tourism development
- The museum's actual or possible management costs.

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3. *Based on the main results given by the Plan for Museum policies, this other step shall include a global project for the Museum renovation, designing the whole system, and directly defining the guidelines to be followed for the implementation of the further project's activities, starting from the architectural/technological ones.*

The expected output of the present designing step is:

- A museologic design
- A museographic design including showcases design.
- The architectural design for internal and external (garden) spaces, including as well the general layout for the installations (to be utilized as guidelines by the technicians in charge of Activity 3 – Technical plants planning)
- Preparation of a Manual for the Museum management (whose graphic realization and publication will be task of the responsible of Activity 2 – Graphic Services).

The display of collections Plan (museography) will follow the guidelines coming from the front office's policy plan; it shall not be a mere re-elaboration of the objects physical disposition, but a carefully planned operation which will directly show the meaning of the Museum, the message the Museum is sending to the public.

It consists in designing the new visiting routes system, with all the necessary ancillary service spaces, utilities and rooms.

Showcases and socles design is as well part of the present activity. If, and as far as, there shall be any models already designed for Damascus museum which can be utilized for Idlib's purposes, they will be made available to the designers, who will decide whether to use, modify or discard them; otherwise, completely new ones will have to be designed within the present activity.

In principle, the following new spaces organization should be considered (the final spaces distribution shall be proposed by the Institution in charge of the activity's implementation):

- **Ground floor:**
  - Introduction to the history and culture of the Region (including a didactic section);
  - History of archaeological discoveries in the area and more generally in Syria;
  - Free space for temporary exhibitions or for temporary arrangement of new discoveries (where the mosaics are presently located);
  - The auditorium, to be renovated.
- **Mezzanine:**
  - The Tablets store rooms and laboratories;
  - Part of the laboratories shall be available for visitors (an area for presentation of the Tablets shall also be organized).
- **First floor:**
  - Ebla section, where the offices and part of the current Ebla section are presently located;
  - Tell Afis section, following the first one;
  - A section concerning other important sites, such as: Qminas, Tell Deinit, Tell Tuqan, etc.
- **Store rooms in the basement:**
  - New distribution layout for the storerooms and their contents

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With the aim of identifying and selecting an estimated number of 1.500 artifacts, the following timing is foreseen:

- Within a first phase of 1,5 months, the Curator of the Museum, assisted by an Italian senior Expert, shall identify an estimated number of 500 artifacts to be exhibited in the Museum;
- Then the researchers shall proceed identifying an estimated number of 1.000 additional artifacts, for each Section, within the total of 3 months for the activity;
- Once the Database shall be completed, the 1.500 artifacts to be exhibited shall be duly catalogued.

For each step (reports, designs, etc.), previous drafts must be submitted and discussed with the Client; the Coordination with the Client shall be made on a continuous basis to avoid extensive comments and corrections on the submitted draft.

For each single step, the Consultant shall submit six (6) hard copies and two (2) electronic copies (CD or DVD) of the final documents. All drawings shall be in ACAD and pdf formats, in a sufficient number and scales as to completely identify the intervention's objects.

Detailed activity program and detailed list of required documents will be agreed with DGAM before starting.

### ***4.3. Project management***

#### **4.3.1. Responsible body**

Directorate General of Antiquities and Museums - Syria

#### **4.3.2. Management structure**

Steering Committee and Project Management Unit. PMU is responsible for all technical aspects.

#### **4.3.3. Facilities to be provided by the Contracting Authority and/or other parties**

No physical facilities shall be provided by DGAM. Written certificates shall be issued, if necessary, to facilitate surveys or other assignments to be undertaken by the Consultant.

## **5. LOGISTICS AND TIMING**

### ***5.1. Location***

Idlib, Regional Museum

### ***5.2. Commencement date & Period of execution***

The intended commencement date is September 1<sup>st</sup> 2009 and the period of execution of the contract will be 3 months from this date. Please refer to Articles 4 and 5 of the Special Conditions for the actual commencement date and period of execution.

## **6. REQUIREMENTS**

### ***6.1. Personnel***

The Consultant shall employ professional staff as may be necessary to fulfill all his obligations under this Contract. No key staff shall be mobilized until the Consultant has received the Client's written approval for each staff member. The Consultant shall maintain the complete key staff required for the whole duration of the Contract.

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The Consultant shall propose an adequate organization of services, the composition of the teams of experts, their inputs, and the backstopping and support services needed. The Consultant shall provide the requested services within his premises. He shall have in-house production facilities relative to the project's needs.

The Contract covers work requiring knowledge of many disciplines including, but not restricted to the following: Project Management, Museology, Archaeology, Architecture and restoration, Surveying, CAD, Landscaping, Graphic designing, Text edition, Tourism and Marketing, etc.

### 6.1.1. Key experts

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

- a) **Italian Senior Museologist**, for a minimum period of 1,5 months, having experience in economics of cultural property (art market, cultural districts, government policies, etc.) and of public policies (copyright, ownership, public incentives, etc.);
- b) **Italian Senior Expert in the field of oriental art of the Region** (Archaeologist, Art Historian), for a minimum period of 1,5 months, to assist his Syrian counterpart in identifying the pieces to be exhibited in the renovated Museum, to assist in defining the collections displaying;
- c) **Italian Senior Architect-Museographer**, who will be also in charge of the showcases designing, for a minimum period of 2 months;
- d) **Italian senior Expert in the fields of tourism, marketing, communication**, for approximately 10 days;

### 6.1.2. Other Italian and/or Syrian Experts

- Same figures, Junior Experts or Researchers, as for Key Experts a), b) and c) above, for an average of 3 months each;
- 6 Syrian Senior Experts, having the same specialties as the above mentioned ones, for an average of 3 months each. These figures must have a solid background of experience; 3 of them shall be - at the end of the Project, as a Project sustainability requirement - in charge of the Museum's management (the Museum Curator, the Assistant and the Head of engineering department).

*NOTE:* the Syrian Experts will be in charge of a key strategic activity, both in the present planning period and in the further management activity, with deep influence on the future structure and policies of the museum. Thus DGAM shall submit to the Italian Institution that will implement this activity a list of highly qualified professionals, to be agreed upon together with the implementing Institution.

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not have been included in tenders.

The Consultant shall select and hire other experts as required according to the profiles identified in the Organization & Methodology and/or these Terms of Reference. These profiles must indicate whether they are to be regarded as long-term/short-term and senior/junior.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

Note that civil servants and other staff of the public administration of the beneficiary country cannot be recruited as experts, unless prior written approval has been obtained from the General Directorate of Antiquities and Museums- Ministry of Culture- Syria.

## B – ANNEX 2

### 6.1.3. The Syrian support Experts/ or others:

The Syrian support Experts/ or others costs must be included in the financial offer without any modification.

The minimum total costs of the Syrian Experts staff are 9.000 Euro, detailed in general as following:

<i>Qualifications</i>	<i>Nr.</i>	<i>Months</i>	<i>Monthly rate</i>	<i>Total</i>
Senior Museologist (Regional Museum department curator)	1	3	500,00	1.500,00
Senior Expert in the field of oriental art of the Region (Archaeologist, Art Historian)	1	3	500,00	1.500,00
Senior Architect-Museographer	1	3	500,00	1.500,00
Head of Engineering Department	1	3	500,00	1.500,00
Expert in the fields of tourism, marketing, communication	1	3	500,00	1.500,00
Assistant curator	1	3	500,00	1.500,00
<b>TOTAL</b>				<b>9.000,00</b>

Note that civil servants and other staff of the public administration of the beneficiary country cannot be recruited as experts, unless prior written approval has been obtained from the General Directorate of Antiquities and Museums - Ministry of Culture - Syria. The Contracting Authority will provide the Consultant (if he was Italian citizen or firm or institution) at the signature of the contract with a list of candidates to the positions of the Syrian personnel.

The Consultant has also the possibility to candidate, on his initiative, Syrian personnel.

The final selection of the candidates will be approved by the PMU.

### **6.2. Office accommodation**

No office accommodation, space and furnishing will be provided by the Contracting Authorities; it shall be the Italian Contractor's/Consultant's responsibility.

### **6.3. Facilities to be provided by the Consultant**

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium member a fixed percentage of the work to be undertaken under the contract should be avoided.

### **6.4. Equipment**

All instruments, publications and materials needed for the activity will be provided by the Consultant.

## **7. REPORTS**

### ***7.1. Reporting requirements***

Please refer to Article 26 of the General Conditions. Interim reports must be prepared for each phase mentioned during the period of execution of the contract. There must be a final report, a final invoice and the technical report at the end of the period of execution. The draft final report must be submitted at least fifteen days before the end of the period of execution of the contract. Each report shall consist of a narrative section and a technical section. The final report shall consist of a narrative section and a technical section and must be accompanied by the final invoice. This final report shall be submitted in 30 days after the end of the activity.

### ***7.2. Submission & approval of progress reports***

Six (6) copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## **8. MONITORING AND EVALUATION**

### ***8.1. Definition of indicators***

Activity reports, objects lists, final documents, exhibition thematics proposals will be the indicator of success: the overall quality of the results will be considered as an indicator.

### ***8.2. Special requirements***

Within the second month from the beginning of the overall activity, the Expert in charge of the architectural design of the Museum (Architect-Museographer) shall have prepared a sufficiently defined preliminary design, in order to coordinate and collaborate with the Consultant Designer appointed by DGAM for the final technical-architectural design (the tender for the civil works execution will be responsibility of the DGAM Consultant).

## **B – ANNEX 3**

### **ANNEX III: ORGANISATION & METHODOLOGY**

#### **To be completed by the Tenderer**

##### **Rationale**

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

##### **Strategy**

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract

##### **Timetable of activities**

- The timing, sequence and duration of the proposed activities, taking into account mobilization time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

### ANNEX IV: KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (VG, G, W)

## B – ANNEX 4

### CURRICULUM VITAE

**Proposed role in the project:**

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. **Membership of professional bodies:**
9. **Other skills:** (e.g. Computer literacy, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

Country	Date from - Date to

**B – ANNEX 4**

**14. Professional experience**

Date from - Date to	Location	Company	Position	Description

**15. Other relevant information** (eg, Publications)

## **B – ANNEX 5**

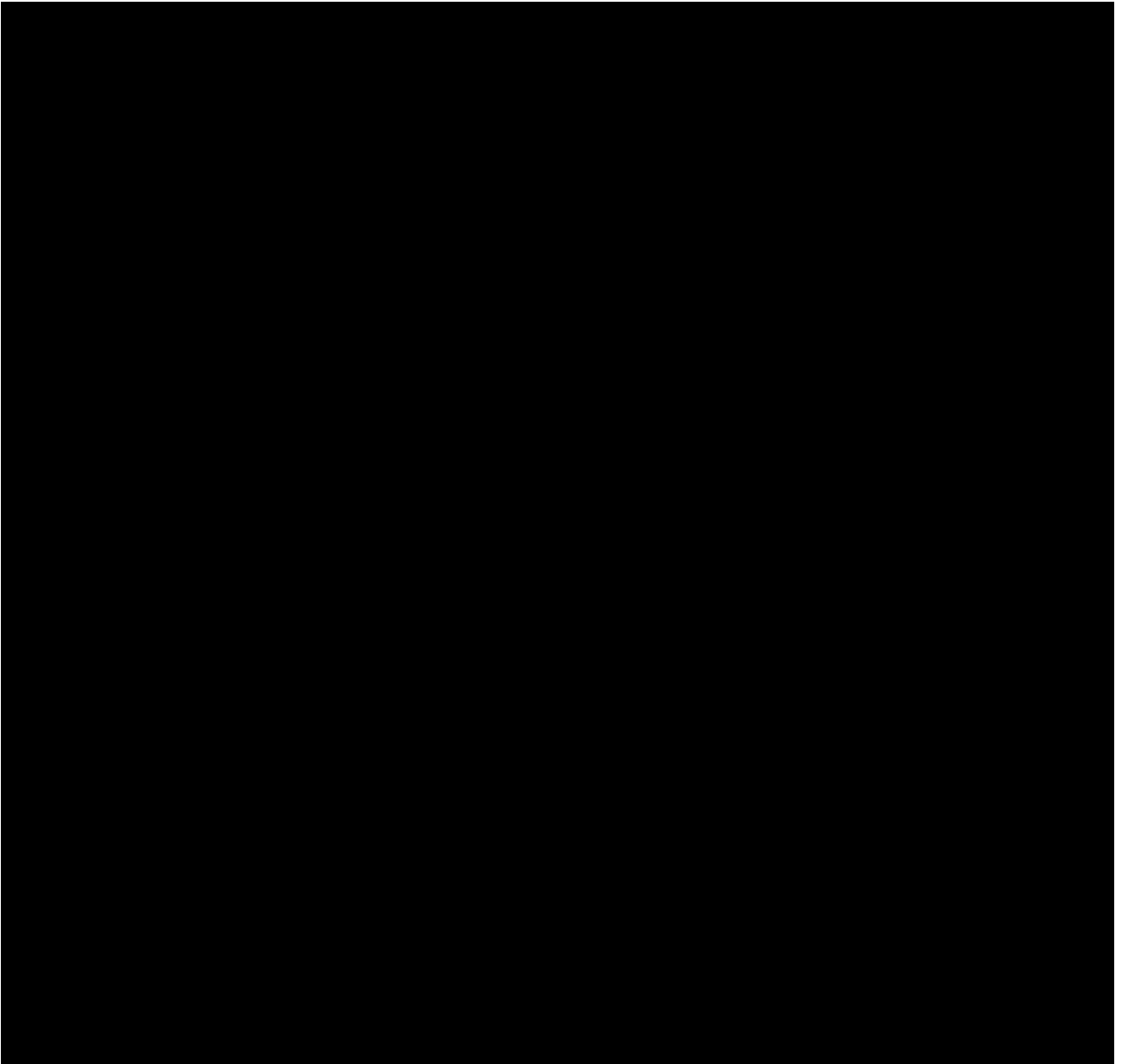
### **ANNEX V: BUDGET**

**Global price: EUR <amount>**

**Note:**

The above amount must include the minimum fixed amount mentioned in the Terms of Reference (Article 6.1.3).

**B – ANNEX 6**



# B – ANNEX 6

## LEGAL ENTITIES

PRIVACY STATEMENT [http://europa.eu.int/comm/budget/execution/legal\\_entities\\_fr.htm](http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm)

## PUBLIC ENTITIES

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

***This "Legal entity" form should be filled in and returned together with:***

***\* a copy of the resolution, law, decree or decision establishing the entity in question;***

***\* or, failing that, any other official document attesting to the establishment of the entity.***

DATE :
NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE
SIGNATURE

STAMP
-------

## CI - ADMINISTRATIVE COMPLIANCE GRID

MINISTRY OF FOREIGN AFFAIRS  
ITALY  
DIRECTORATE GENERAL  
FOR DEVELOPMENT CO-OPERATION



MINISTRY OF CULTURE  
SYRIA  
DIRECTORATE GENERAL OF  
ANTIQUITIES AND MUSEUMS

ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM

### PART C

### OTHER INFORMATION

## CI - ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>		<b>Publication reference :</b>	
-------------------------	--	--------------------------------	--

Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	Proof of exclusion criteria? (Yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Organisation & methodology exists?	Key experts (list + CVs)?	Key experts are present in only one tender?	All key experts have signed statements of exclusivity & availability?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible?	Overall decision? (Accept / Reject)
1												
2												
3												
4												
5												
6												

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

## CII – EVALUATION GRID

	<b>Maximum</b>
<b>Organization and methodology</b>	
Rationale	26
Strategy	20
Timetable of activities	4
<b>Total score for Organization and methodology</b>	<b>50</b>
<b>Key experts</b>	
<b>&lt;Key expert 1 - Museologist&gt; (Max 20 points)</b>	
Qualifications and skills	5
General professional experience	5
Specific professional experience	10
<b>&lt;Key expert 2 - Archaeologist&gt; (Max 15 points)</b>	
Qualifications and skills	3
General professional experience	3
Specific professional experience	9
<b>&lt;Key expert 3 - Museographer&gt; (Max 15 points)</b>	
Qualifications and skills	3
General professional experience	3
Specific professional experience	9
<b>Total score for Key experts</b>	<b>50</b>
<b>Overall total score</b>	<b>100</b>

## **CIII – EVALUATION PROCEDURE**

### **I. Stages in the evaluation process**

#### **I.1. Receipt and registration of tenders**

On receiving tenders, the Contracting Authority must register them mentioning the date and time of reception and provide a receipt for those delivered by hand. The envelopes containing the tenders must remain sealed and be kept in a safe place until they are opened. The outer envelopes of tenders must be numbered in order of receipt (whether or not they are received before the deadline for submission of tenders).

#### **I.2. Tender opening session**

##### **Part 1: Preparatory phase**

First meeting of Evaluation Committee, which is held before starting the actual evaluation.

The tender dossier should have been circulated in advance to the members of the Evaluation Committee. The Chairperson presents the purpose of the tender and explains the procedures to be followed by the Evaluation Committee, including the evaluation grid, award criteria and weightings specified in the tender dossier.

##### **Part 2: Compliance with formal submission requirements**

See tender opening checklist in Annex B9.

The Committee must decide whether or not tenders comply with the formal submission requirements at this stage (ie, following the opening of the outer envelope and the opening of the technical offer). The Summary of tenders received, which is attached to the Tender Opening Report (see Annex B10) must be used to record the compliance of each of the tenders with the formal submission requirements.

The Chairperson must check that no member of the Evaluation Committee has a potential conflict of interest with any of the tenderers .

#### **I.3. Evaluation of offers**

##### **Part 1: Administrative compliance**

The Committee checks the compliance of tenders with the instructions given in the tender dossier and in particular the administrative compliance grid (see Annex B8). Any major formal errors or major restrictions affecting performance of the contract or distorting competition result in the rejection of the tender concerned.

With the agreement of the other Evaluation Committee members, the Chairperson may communicate in writing with tenderers whose submissions require clarification, offering them the possibility to respond within a reasonable time limit to be fixed by the Committee.

The administrative compliance grid included in the Tender Dossier must be used to record the administrative compliance of each of the tenders.

##### **Part 2: Technical compliance**

### **CIII – EVALUATION PROCEDURE**

The Committee then examines the technical offers, the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid (setting out the technical criteria, sub-criteria and weightings) laid down in the tender dossier . Under no circumstances may the Committee or its members change the technical evaluation grid communicated to the tenderers in the tender dossier.

In practice, it is recommended that tenders be scored for a given criterion one after another, rather than scoring each tender for all criteria before moving on to the next. Where the content of a tender is incomplete or deviates substantially from one or more of the technical award criteria laid down in the tender dossier (e.g. the required profile of a certain expert), the tender should be automatically rejected, without being given a score, but this should be justified in the evaluation report.

If the tender dossier expressly permits variants, such variants are scored separately. All the variant solutions in the tenders must be evaluated on the basis of the points awarded to the criteria in the evaluation grid concerning such variants.

Each voting member of the Committee completes an evaluation grid (see Annex B12) to record his assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers.

On completion of the technical evaluation, the points awarded by each member are compared at the Committee's session. Besides the numerical score, a member must explain the reasons for his choice and defend his scores before the Committee.

The Committee discusses each technical offer and each member awards it a final score. The Committee members may modify their individual evaluation grids as a result of the general discussion on the merits of each offer.

Once discussed, each Evaluation Committee member finalises his evaluation grid on each of the technical offers and signs it before handing it over to the Secretary of the Evaluation Committee.

The Secretary must then compile a summary of the comments of the Committee members as part of the Evaluation Report.

In the case of major discrepancies, a full justification has to be provided by dissenting members during a meeting of the Evaluation Committee.

The example in Annex B11 shows the format of the summary as part of the Evaluation Report and indicates the level of detail expected. The Secretary calculates the aggregate final score, which is the arithmetical average of the individual final scores.

Once the Committee has established each technical offer's average score (the mathematical average of the final scores awarded by each voting member), any tender falling short of the 80-point threshold is automatically rejected. If no tender achieves 80 points or more, the tender procedure will be cancelled.

### CIII – EVALUATION PROCEDURE

Out of the tenders reaching the 80-point threshold, the best technical offer is awarded 100 points.

The others receive points calculated using the following formula:

Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

#### Specimen Tender Evaluation Summary

##### Part1: Technical Evaluation

	Maximum possible	Tenderer 1	Tenderer 2	Tenderer 3
Evaluator A	100	55	88	84
Evaluator B	100	60	84	82
Evaluator C	100	59	82	90
Total	300	174	254	256
Average score (mathematical average)		174/3= <b>58.00</b>	254/3= <b>84.67</b>	256/3= <b>85.33</b>
Technical score (actual final score/highest final score)		Eliminated*	84.67/85.33= <b>99.22</b>	<b>100.00</b>

\* Only tenderers with average score of at least 80 points qualify for the financial evaluation

#### I.4. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 80 points or more) are opened and all originals of these financial offers are initialled by the Chairperson and the Secretary of the Evaluation Committee.

The Evaluation Committee has to ensure that the financial offer satisfies all formal requirements. A financial offer not meeting these requirements may be rejected. Any rejection on these grounds will have to be fully justified in the Evaluation Report.

The Evaluation Committee checks that the financial offers contain no arithmetical errors. Any arithmetical errors are corrected without penalty to the tenderer. The envelopes containing the financial offers of rejected tenderers following the technical evaluation must remain unopened and retained.

The total contract value comprises the fees (including employment-related overheads), the incidental expenditure and the provision for expenditure verification, which are specified in the tender dossier. This total contract value is compared with the maximum budget available for the contract. Tenders exceeding the maximum budget allocated for the contract are eliminated.

The Evaluation Committee then proceeds with the financial comparison of the fees between the different financial offers. The provision for incidental expenditure, as well as the provision for expenditure verification are excluded from the comparison of the financial offers as it was specified in the tender dossier.

The tender with the lowest total fees receives 100 points. The others are awarded points by means of the following formula:

## CIII – EVALUATION PROCEDURE

Financial score = (lowest total fees / total fees of the tender being considered) x 100.  
When evaluating financial offers, the Evaluation Committee compares only the total fees.

### Specimen Tender Evaluation Summary

#### Part 2: Financial Evaluation \*

	Maximum possible score	Tenderer 1	Tenderer 2	Tenderer 3
Total fees (EDF: fees, direct/lump-sum costs etc)		Eliminated following technical evaluation	€ 951 322	€ 1 060 452
Financial score (lowest total fees/actual total fees x 100)			100	$951\,322/1\,060\,452 \times 100 = 89.71$

\* Only tenderers with average scores of at least 80 points in the technical evaluation qualify for the financial evaluation.

### I.5. Conclusions of the Evaluation Committee

The most economically advantageous tender is established by weighing technical quality against price on an 80/20 basis. This is done by multiplying:

- o the scores awarded to the technical offers by 0,80
- o the scores awarded to the financial offers by 0,20.

### Specimen Tender Evaluation Summary

#### Part 3: Composite Evaluation

	Maximum possible	Tenderer 1	Tenderer 2	Tenderer 3
Technical score x 0.80		Eliminated following technical evaluation	$99,22 \times 0.80 = 79.38$	$100.00 \times 0.80 = 80.00$
Financial score x 0.20			$100.00 \times 0.20 = 20.00$	$89.71 \times 0.20 = 17.94$
Overall score			$79.38 + 20.00 = 99.38$	$80.00 + 17.94 = 97.94$
Final ranking			<b>1</b>	<b>2</b>

The resulting, weighted technical and financial scores are then added together and the contract is awarded to the tender achieving the highest overall score. It is essential to make the calculations strictly according to the above instructions.

As a result of its deliberations, the Evaluation Committee may make any of the following recommendations:

### **CIII – EVALUATION PROCEDURE**

- Award the contract to the tenderer which has submitted a tender:
  - o which complies with the formal requirements and the eligibility rules;
  - o whose total budget is within the maximum budget available for the project;
  - o which meets the minimum technical requirements specified in the tender dossier; and
  - o which is the most economically advantageous tender (satisfying all of the above conditions).
- Cancel the tender procedure in exceptional circumstances, such as:
  - o None of the tenders satisfies the selection/award criteria of the tender procedure;
  - o No tenders achieved the minimum threshold during the technical evaluation;
  - o The total price (comprising both the fees, the incidental expenditure and the provision for expenditure verification for BUDGET and comprising both the fees, direct/lump-sum costs etc ) of all tenders received exceed the maximum amount available for the contract.

The entire procedure (technical and financial evaluation) is recorded in an Evaluation Report (see template in Annex B11) to be signed by the Chairperson, the Secretary and all voting members of the Evaluation Committee.

The Evaluation Report is drawn up. The Contracting Authority will then take its decision.

## CIV – INDIVIDUAL SERVICE CONTRACT FORECAST

1. PUBLICATION REFERENCE: AID006932/01/Services/Collection Display
2. PROCEDURE: RESTRICTED
3. PROGRAM: ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM
4. FINANCING: BUDGET LINE
5. CONTRACTING AUTHORITY: DIRECTORATE GENERAL OF ANTIQUITIES AND MUSEUMS (DGAM) – MINISTRY OF CULTURE, DAMASCUS, SYRIA
6. NATURE OF CONTRACT: GLOBAL PRICE
7. CONTRACT DESCRIPTION:

**The general purposes of this contract are the following:**

- *Development of a Plan for the new Museum's policies, according to the international standards.*
- A general Master Plan shall be designed, starting from a deep and accurate survey of the existing situation, both in terms of physical reality (architecture, structures, installations, etc.) and of archaeological findings availability. The possible cultural offer, in terms of exposition and display, must be identified, defined and proposed for appropriate presentation.
- The First step of the overall Program is the designing activity for the Museum renovation.
- Once the complete state-of-art is defined, the next step will be the elaboration of the cultural historical message that the museum wants to transmit as an expression of the Syrian cultural identity.
- Based on the main results given by the Plan for Museum policies, this other step shall include a global project for the Museum renovation, designing the whole system, and directly defining the guidelines to be followed for the implementation of the further project's activities, starting from the architectural/technological ones.

The expected output of the present designing step is:

- A museologic design
- A museographic design including showcases design.
- The architectural design for internal and external (garden) spaces, including as well the general layout for the installations (to be utilized as guidelines by the technicians in charge of Activity 3 – Technical plants planning)
- Preparation of a Manual for the Museum management (whose graphic realization and publication will be task of the responsible of Activity 2 – Graphic Services).
- identifying and selecting an estimated number of 1.500 artefacts, the following timing is foreseen:
  - Within a first phase of 1,5 months, the Curator of the Museum, assisted by an Italian senior Expert, shall identify an estimated number of 500 artifacts to be exhibited in the Museum;

## **CIV – INDIVIDUAL SERVICE CONTRACT FORECAST**

- Then the researchers shall proceed identifying an estimated number of 1.000 additional artifacts, for each Section, within the total of 3 months for the activity;
- Once the Database shall be completed, the 1.500 artifacts to be exhibited shall be duly catalogued.

### **8. MAXIMUM BUDGET AVAILABLE:**

EURO 133.540 (one hundred thirty-three thousand five hundred forty Euros).

# D – TENDER SUBMISSION FORM

MINISTRY OF FOREIGN AFFAIRS  
ITALY  
DIRECTORATE GENERAL  
FOR DEVELOPMENT CO-OPERATION



MINISTRY OF CULTURE  
SYRIA  
DIRECTORATE GENERAL OF  
ANTIQUITIES AND MUSEUMS

**ASSISTANCE TO THE RENOVATION OF THE IDLIB REGIONAL MUSEUM**

## PART D

### TENDER SUBMISSION FORM

# D – TENDER SUBMISSION FORM

## SERVICE TENDER SUBMISSION FORM

**Ref:** < as per letter of invitation to tender >

**Contract title:** < Contract title > **Lot title:** < Lot title, if applicable >

**One signed original** of this tender submission form (including original signed statements of exclusivity and availability from all key experts proposed, a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members in the case of a consortium) must be supplied, together with three copies.

Tenders being submitted by a consortium (ie, 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.

---

### 1 SUBMITTED by (ie, the identity of the Tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender
<b>Leader*</b>	
<b>Member 2*</b>	
<b>Etc ... *</b>	

\*add / delete additional lines for consortium members as appropriate. **Note that a sub-contractor is not considered to be a consortium member.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of tenders indicated in the Instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the Contracting Authority.

### 2 CONTACT PERSON (for this tender)

<b>Name</b>	
<b>Organization</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

### 3 DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format. (For consortia, the declaration of the Leader must be a signed original but those of other members may be faxed copies).

## D – TENDER SUBMISSION FORM

### 4 STATEMENT

I, the undersigned, being the authorized signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organization & Methodology
- Key experts (comprising a list of the key experts and their CVs)
- Tenderer's declaration (including one from every consortium member, in the case of a consortium)
- Statements of exclusivity and availability signed by each of the key experts
- Completed financial identification form (see Annex VI of the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless a change has occurred in the meantime)
- Completed legal entity file (or the legal entity number allocated alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless a change in the legal status has occurred in the meantime)
- Documentary proof or statements required under the law of the country where we are established (or each of the companies in case of a consortium), to show that we do not fall into any of the following exclusion situations:
  - a) they have any relation with Israel during the implementation period of the contract.
  - b) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - c) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);
  - d) they have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
  - e) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
  - f) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
  - g) following another procurement procedure or grant financed by the Italian Government budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

## D – TENDER SUBMISSION FORM

- This evidence or these documents or statements carry a date, which is not more than 1 year ago. In addition, a sworn statement is furnished stating that the situations described in these documents have not changed since then.

We recognize that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the Italian Government.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers.

Signed on behalf of the tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## D – TENDER SUBMISSION FORM

### FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

To the General Directorate of Antiquities and Museums-Damascus – Syria

Your ref: < Publication reference >

Dear Sir/Madam

#### TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we are submitting this tender < on an individual basis \* / as member of the consortium led by < name of the leader / ourselves > \* for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Candidate); reconfirm that we are not in any of the situations excluding us from participating in contracts which are listed above

- agree to abide by the ethics clauses in Annex II General Condition and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other short-listed candidates or other parties in the tender procedure at the time of the submission of this tender;
- < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network> \* and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract; and
- fully recognize and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this contract.

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 above. The date on the evidence or documents provided will be no older than 1 year,, 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 undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 21.

We also understand that if we fail to provide this proof 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.

Yours faithfully

<Signature of authorized representative of the legal entity >

< Name and position of authorized representative of the legal entity >

## D – TENDER SUBMISSION FORM

### FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

To the General Directorate of Antiquities and Museums-Damascus – Syria

Your ref:

Dear Sir/Madam

#### TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender < **on an individual basis** \* / **as member of the consortium** led by < name of the leader / ourselves > \* for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Candidate);
- agree to abide by the ethics clauses in **Section 2.4.15 of the Practical Guide to contract procedures for EC external actions** and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other short-listed candidates or other parties in the tender procedure at the time of the submission of this tender;
- < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network > \* and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract;
- fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.5 of the Practical Guide to contract procedures for EC external actions. Furthermore, we acknowledge that, should we provide any inaccurate or incomplete information deliberately in this tender, we shall also be subject to financial penalties representing 10% of the total value of the contract being awarded. This rate may be increased to 20% in the event of a repeat offence within 5 years of the first infringement;
- are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We recognize that our tender may be excluded should we propose the same key expert as another tenderer or should we propose a key expert who is engaged in an EC financed project where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

## **D – TENDER SUBMISSION FORM**

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 21. The documentary proofs required are listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorized representative of the legal entity >

< **Name and position of authorized representative of the legal entity** >

## D – TENDER SUBMISSION FORM

### STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>5</sup>

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

<b>From</b>	<b>To</b>
< start of period 1 >	< end of period 1 >
< start of period 2 >	< end of period 2 >
< etc >	

I confirm that I am not engaged in another Italian Government project in a position for which my services are required during the above periods.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the Italian Government.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, I may be subject to exclusion from other tender procedures and contracts funded by the Italian Government and that the notification of award of contract to the tenderer may be rendered null and void.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

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<sup>5</sup> To be completed by all key experts