<Place and date>

<Address of potential tenderer>

Our ref: EUROPEAID/121303/D/S/TR

Dear Sirs,

SUBJECT: INVITATION TO TENDER FOR "SUPPLY OF EQUIPMENT FOR SUPPORTING THE MARKET SURVEILLANCE LABORATORIES FOR THE IMPLEMENTATION OF EC DIRECTIVES IN THE AREAS OF FERTILISERS, LIFTS, NON-AUTOMATIC WEIGHING INSTRUMENTS, TEXTILES AND LEGAL METROLOGY IN TURKEY"

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

A. INSTRUCTIONS TO TENDERERS

1. ***SUPPLIES TO BE PROVIDED***
2. ***TIMETABLE***
3. ***PARTICIPATION***
4. ***ORIGIN***
5. ***TYPE OF CONTRACT***
6. ***CURRENCY***
7. ***LOTS***
8. ***PERIOD OF VALIDITY***
9. ***LANGUAGE OF OFFERS***
10. ***SUBMISSION OF TENDERS***
11. ***CONTENT OF TENDERS***
12. ***PRICING***
13. ***ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS***
14. ***CLARIFICATION MEETING / SITE VISIT***
15. ***ALTERATION OR WITHDRAWAL OF TENDERS***
16. ***COSTS OF PREPARING TENDERS***
17. ***OWNERSHIP OF TENDERS***
18. ***JOINT VENTURE OR CONSORTIUM***
19. ***OPENING OF TENDERS***
20. ***EVALUATION OF TENDERS***
21. ***SIGNATURE OF THE CONTRACT AND PERFORMANCE GUARANTEE***
22. ***TENDER GUARANTEE***
23. ***ETHICS CLAUSES***
24. ***CANCELLATION OF THE TENDER PROCEDURE***
25. ***APPEALS***
26. ***DATA PROTECTION***

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SPECIAL CONDITIONS

ANNEX I GENERAL CONDITIONS

ANNEX II TECHNICAL SPECIFICATIONS

ANNEX III TECHNICAL OFFER (TO BE TAILORED TO THE SPECIFIC PROJECT)

ANNEX IV BUDGET BREAKDOWN (MODEL FINANCIAL OFFER)

ANNEX V FORMS

- ***A. Financial identification form***
- ***B. Model performance guarantee***
- ***C. Pre-financing guarantee form***
- ***D. Private legal entity form***
- ***E. Public legal entity form***

OFFICE: Eskişehir Yolu 4.Km 2.Cad. (HalkBank Kampüsü)
No: 63 C-Blok 06820 Söğütözü Ankara/TURKEY
TEL: +90 312 295 4900 FAX: +90 312 286 7072
e-mail: muhsin.altun@cfcu.gov.tr

F. Grant of facilities
G. Provisional / Final Acceptance Certificate

C. FURTHER INFORMATION

GLOSSARY

ADMINISTRATIVE COMPLIANCE GRID

EVALUATION GRID

D. TENDER FORM FOR A SUPPLY CONTRACT

For full information about procurement procedures please consult the Practical Guide to contract procedures for EC external actions, which can be downloaded from the following web page: http://europa.eu.int/comm/europeaid/cgi/frame12.pl

Any request for clarification must be received by the Contracting Authority in writing at least 21 days before the deadline for submission of tenders. . The Contracting Authority will publish, on the EuropeAid website, , Delegation of the European Commission to Turkey website and CFCU website, a reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier such information will be published on the following web sites:

http://europa.eu.int/comm/europeaid/cgi/frame12.pl
http://www.deltur.cec.eu.int
http://www.cfcu.gov.tr/tender.php?lng=en&

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

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the Instructions to Tenderers before **26.10.2006, at 12:00 hrs (local time, Turkey)**, as stated in the procurement notice.

Yours sincerely,

Muhsin ALTUN
PAO- CFCU Director

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EUROPEAID/121303/D/S/TR

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

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

1. Supplies to be provided

1.1 The subject of the contract is the delivery, installation, putting into operation, inspection, testing, training in the use and calibration of the equipment where required and warranty services by the Contractor of the following goods in nine lots:

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
1.1	Microscope	1
1.2	Conditioning cabinet	1
1.3	Water Bath (Shaking)	1
1.4	Sand Bath	1
1.5	pH-meter	3
1.6	Dispenser	6
1.7	Variable microliter pipettes	4
1.8	Viscosimeter	1

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
2.1	Advanced Computer- Aided DIAgnostic System For Lifts	6
2.2	Insulation Tester	6
2.3	Pens Ampermetre 400A. AC/DC	6
2.4	Digital Luminance Meters	6
2.5	Load Cells	6

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

ITEM NUMBER	DESCRIPTION	QUANTITY
3.1	**Trucks**	10
3.2	**Cranes**	10
3.3	**Etalon Weights**	
3.3.1	500 kg (Class M1)	400
3.3.2	100 kg (Class M1)	40

3.3.3	50 kg (Class M1)	10
3.3.4	5 kg (Class M1)	100
3.3.5	2 kg (Class M1)	100
3.3.6	1 kg (Class M1)	100

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

ITEM NUMBER	DESCRIPTION	QUANTITY
4.1	Fuel Measuring System	35

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

ITEM NUMBER	DESCRIPTION	QUANTITY
5.1	**Etalon Weights**	
5.1.1	1 kg (Class F2)	12
5.1.2	2 kg (Class F2)	12
5.1.3	5 kg (Class F2)	12
5.1.4	10 kg (Class F2)	10
5.1.5	20 kg (Class F2)	10
5.1.6	50 kg (Class F2)	10
5.1.7	500 kg (Class F2)	6
5.2	**Weight Sets**	
5.2.1	1 mg to 5 kg (Class F1)	7
5.2.2	1 mg to 5 kg (Class F2)	8
5.2.3	1 mg to 2 kg (Class F2)	10
5.3	**Nominal Filling Quantity Inspection Equipments**	
5.3.1	GLASS PYCNOMETERS (50 ml)	48
5.3.2	GLASS PYCNOMETERS (100 ml)	48
5.3.3	METAL PYCNOMETERS (100ml)	40
5.3.4	MEASURING CYLINDERS WITH PLASTIC BASE (100ml)	81
5.3.5	AUTOMATIC PIPETTE (1000 – 5000 µl)	81
5.3.6	VOLUMETRIC GLASS FLASKS (50 ml)	81
5.3.7	VOLUMETRIC GLASS FLASKS (100 ml)	81

LOT-6: CHEMICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
6.1	PEDXRF	1
6.2	ICP	1
6.3	Vacuum Oven	1
6.4	Balance (0.1 mg)	1
6.5	Balance (10 mg)	1
6.6	Balance (100 mg)	1

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
7.1	Mortar Mixer	1
7.2	Mixing Palets	5
7.3	Mixing Bowls	5
7.4	Compression Plates	2
7.5	Automatic Vicat Device	1
7.6	Climatization System	10 Sets
7.7	Set of Sieves	1

7.8	Crushers	1
7.9	Fire Resistance Test Device	1
7.10	Crushing Test Machine	1
7.11	Micro-Deval	1
7.12	Resistance to Freezing and Thawing Apparatus	1
7.13	Grading of Fillers – Air Jet Sieving	1
7.14	Shape of Coarse Aggregate Apparatus (Caliper)	1
7.15	Alkali Silica Reactivity Equipment	1
7.16	Los Angeles Abrasion Machine	1
7.17	Accelerated Aggregate Polishing Machine	1
7.18	Nordic Abrasion Test Machine	1
7.19	Fluidity Equipment	1
7.20	Tensile Dynamometer	1
7.21	Jolting Machine	1
7.22	Mortar Moulds	20
7.23	Fineness Apparatus	1
7.24	Flow Table	1
7.25	Penetration Equipment	1
7.26	Water Retention Equipment	1
7.27	Density Pycnometer	1
7.28	Reactivity Equipment	1
7.29	Curing Cabinet	1
7.30	Compressive Strength Machine	1
7.31	Freeze / Thaw Resistance Machine	1
7.32	Guarded Hot Plate Apparatus	1
7.33	Sample Cutting-Slicing Machine	1
7.34	Bohme Abrasion Disk Equipment (Bohme Disk Abrader)	1
7.35	Flatness and Curvature (Flatness and bow) Equipment	1

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

ITEM NUMBER	DESCRIPTION	QUANTITY
8.1	Testing Equipments:ICP–AES Spectrophotometer	5

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

ITEM NUMBER	DESCRIPTION	QUANTITY
9.1	UV Spectrophotometry	3
9.2	Muffle Furnaca	1
9.3	Flow Cabinet	1
9.4	Ultra Water Distillation Unit	2
9.5	Bench Balance	1
9.6	Flame Photometry	1
9.7	pH Metry	2
9.8	Grinding Mill	1
9.9	Absorption Apparature and Filter	1
9.10	Oven	1
9.11	Lab. Dish Washer	1
9.12	Furnace	1

At/to the delivery address in given quantities according to the distribution list annexed to the Technical Specifications **(ATTACHMENT A)**, DDP(delivered duty paid), within 225 (two hundred twenty five) calendar days beginning from contract signature by both parties.

1.2 The supplies must comply fully with the Technical Specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 The supplies described under all lots where necessary must be accompanied by a "lot" of spare parts and/or of consumables for information purposes. The list of spare parts must be drawn up by the tenderer in the light of his professional experience and taking account of the places of use; it must show the unit prices of the parts, calculated on the basis of Article 11 (below).

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

1.5 The beneficiary of this contract is Ministry of Agriculture and Rural Affairs, Ministry of Industry and Trade, Turkish Cement Producers Cooperation.

2. Timetable

	DATE	**TIME***
Clarification meeting / site visit (if any)	Not applicable	Not applicable
Deadline for request for any clarifications from the Contracting Authority	05.10.2006	17:00
Last date on which clarifications are issued by the Contracting Authority	16.10.2006	-
Deadline for submission of tenders	**26.10.2006**	**12:00**
Tender opening session	26.10.2006	14:30
Notification of award to the successful tenderer	13.11.2006	-
Signature of the contract	23.11.2006	-

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

ɜ Provisional date

3. Participation

3.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, and the beneficiary countries of the pre-accession financial assistance programme for Turkey and the countries covered by the Regulations on access to Community external assistance[1]. All works, supplies and services must originate in one or more

1 http://europa.eu.int/comm/europeaid/tender/practical_guide_2006/documents/annexes_general/en/a2_ecprogrammes_en.doc

of these countries.

3.2 These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned.

3.3 These rules apply to:

a) tenderers;

b) members of a consortium;

c) any subcontractors

3.4 Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the Practical Guide to contract procedures EC external actions are excluded from participation in and the award of contracts. Otherwise they risk exclusion from contracts and grants in accordance with section 2.3.5 of the Practical Guide. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

3.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

4. Origin

4.1 Unless otherwise provided in the Special Conditions, supplies must originate in a Member State of the European Union, Turkey or a country covered by the Regulations on access to Community external assistance[2]. The origin of the goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

4.2 When submitting his tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection. For locally manufactured goods, origin certification must be made through a certificate done according to community customs code or the international agreements signed by Turkey.

5. Type of contract

Unit-price with itemised expenditure.

6. Currency

Tenders must be presented in **Euro**.

---

2 **Member States** (Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom), **Acceding Countries** (Bulgaria and Romania), **Candidate Countries** (Croatia, Former Yugoslav Republic of Macedonia, Turkey), **MEDA Countries** (Algeria, Cyprus, Egypt, Gaza and West Bank, Israel, Jordan, Lebanon, Malta, Morocco, Syria, Tunisia), **CARDS Countries** (Albania, Bosnia and Herzegovina, Serbia and Montenegro) and Norway, Iceland, Liechtenstein

7. Lots

7.1 The Tenderer may submit a tender for one, several and all the lots

7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7.3 A tenderer may include in his tender the overall discount he would grant in the event of some or all of the lots for which he has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

8. Period of validity

8.1 Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

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

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

9. Language of offers

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

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

10. Submission of tenders

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

Mr. Muhsin ALTUN

PAO, CFCU Director
Central Finance and Contracts Unit (CFCU)
Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok
06580 Söğütözü/Ankara TURKEY

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked "original", and 3 (three) copies signed in the same way as the original and marked "copy".

10.3 All tenders must be received at **Central Finance and Contracts Unit, Ankara-Turkey** before the deadline date and time, **26.10.2006, 12:00 hrs.** (Local time), by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Project Manager or his representative.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

a) the above address;
b) the reference code of this tender procedure, (i.e. EUROPEAID/121303/D/S/TR);
c) where applicable, the number of the lot(s) tendered for;
d) the words "Not to be opened before the tender opening session" in the language of the tender dossier and "**İhale gün ve saatinden önce açılamaz**" in Turkish.
e) The name of the tenderer

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

11. Content of tenders

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

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including;
    - For information purposes only ,a list of the manufacturer's recommended spare parts and consumables for all lots for the use of the equipment during the warranty period;
    - A training proposal for the items explained in the Technical Specifications indicating training needs according to the requirements set in the Technical Specifications.

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

Part 2: Financial offer:

- A financial offer calculated on a basis of [DDP][3] for the supplies tendered, including:
    - Financial proposal for information purposes only, unit prices of spare parts and consumables for use, of the equipment during the warranty period;

[3] DDP (delivered duty paid)

- Financial proposal the costs of training for the items explained in the Technical Specifications;

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

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

Part 3: Documentation:

To be supplied following templates in annex*:

- The tender guarantee, for a fixed amount which is set at **2% of tender price** as indicated in the in point 11 of the Procurement Notice and Article 22 of these Instructions must be provided in the form specified in the annex to the tender dossier;

- The "Tender Form for a Supply Contract", duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):

- The details of the bank account into which payments should be made (financial identification form) (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the financial identification form either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)

- The legal entity file and the supporting documents (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the legal entity sheet and its supporting documents either his legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in his legal status occurred in the meantime.)

To be supplied on free formats:

- A description of the organization of the warranty tendered in accordance with the conditions laid down in Article 32 of the Special Conditions. The tenderer must include in his proposal, a letter (an affidavit), in the case of being the successful tenderer that he commits himself to make the periodic maintenance of the goods that he will supply in the time of warranty period without any cost to Beneficiary and Contracting Authority.

- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Remarks:
Tenderers are requested to follow this order of presentation.

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

12. Pricing

12.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.

12.2 Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Contracting Authority, Tenderers must quote by lot, unit (and overall) prices for their tenders on one of the following bases:

a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture;

b) for supplies to be imported into the country of the Contracting Authority, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt. (see Annex V:Grant of Facilities).

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

12.4 The prices for the contract are fixed and not subject to revision.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for candidates invited to tender to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier such information will be published on the following web sites:

http://europa.eu.int/comm/europeaid/cgi/frame12.pl
http://www.deltur.cec.eu.int
http://www.cfcu.gov.tr/tender.php?lng=en&

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the

Publication Reference: EUROPEAID/121303/D/S/TR

and the

Contract Title: **"Supply of Equipment for Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"**

Contact name: **Mr. Muhsin ALTUN, PAO, CFCU Director**

Address : Central Finance and Contracts Unit (CFCU)
Eskişehir Yolu 4.Km 2.Cad.
(Halk Bankası Kampüsü) No: 63 C-Blok
06580 Söğütözü Ankara/TURKEY

Fax No. : +90 312 472 37 44

E-mail : muhsin.altun@cfcu.gov.tr

Any clarification of the tender dossier will be published at the above web-sites at the latest 11 days before the deadline for submission of tenders. No further clarification will be provided after this date.

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

14. Clarification meeting / site visit

14.1 No clarification meeting / site visit planned.

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

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

17. Ownership of tenders

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

18. Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, **each person must sign the tender** and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notaries act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party

comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19. Opening of tenders

19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be opened in public session on **26.10.2006, at 14:30 p.m.** local time at

Central Finance and Contracts Unit (CFCU)
Eskişehir Yolu 4.Km 2.Cad.
(Halk Bankası Kampüsü) No: 63 C-Blok
06580 Söğütözü/Ankara TURKEY

by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.

19.5 In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within a reasonable timelimit to be fixed by the evaluation committee. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting execution of the contract or distorting competition.

19.6 Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of his tender.

19.7 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers . No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

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

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

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

20.2 Technical evaluation

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

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

The technical quality of the services for training and warranty services during the warranty period should also be evaluated by using yes/no criteria as specified in the tender dossier.

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

20.4 Financial evaluation

a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
   - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
   - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

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

20.5 Variant Solutions.

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the cheapest technically compliant tender.

21. Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statement required

under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of notification of the award. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

21.2 The successful tenderer shall also provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proof required are listed in sections 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide to contract procedures for EC external actions.

21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

21.4 The Contracting Authority reserves the right to vary the quantities specified for items 2.1, 9.1 and 9.7 in the quantities mentioned in article 22.1 of the Special Conditions at the time of contracting and during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25 % of the contract price at the time of contracting and during the validity of the contract. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

21.5 Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee, to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

21.6 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

21.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

22. Tender guarantee

The tender guarantee referred to in Article 11.7 above is set at **2% of tender price** and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected shall be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

The Tender Guarantee must be submitted in ORIGINAL, photocopies shall not be accepted. If guarantee is not issued in English, its translation in to English shall be attached to the ORIGINAL Tender Guarantee.

23. Ethics clauses

23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

23.2 Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

23.3 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

23.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

23.5 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

23.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

23.7 The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

23.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

23.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses.

23.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

23.13 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

23.14 Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

24. Cancellation of the tender procedure

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

Cancellation may occur where:

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

25 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly. The Contracting Authority must reply within 90 days of receipt of the complaint.

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

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a

procurement notice does not commit the Contracting Authority to implement the programme or project announced.

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN COMMUNITY EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE EC GENERAL BUDGET

Central Finance and Contracts Unit with its office at Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü Ankara / TURKEY represented by Mr. Muhsin ALTUN, PAO, CFCU Director. ("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>
[Legal status/title][4]
[Official registration number][5]
[Full official address]
[VAT number][6], ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE:

"Supply of Equipment for Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"

Identification number: EUROPEAID/121303/D/S/TR

Article 1 Subject

1.1 The subject of the contract is the delivery, installation, putting into operation, inspection, testing, training in the use and calibration of the equipment where required and warranty services by the Contractor of the following goods in nine lots:

[4] Where the contracting party is an individual.
[5] Where applicable. For individuals, mention their ID card or passport or equivalent document - number
[6] Except where the contracting party is not VAT registered.

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
1.1	Microscope	1
1.2	Conditioning cabinet	1
1.3	Water Bath (Shaking)	1
1.4	Sand Bath	1
1.5	pH-meter	3
1.6	Dispenser	6
1.7	Variable microliter pipettes	4
1.8	Viscosimeter	1

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
2.1	Advanced Computer- Aided DIAgnostic System For Lifts	6
2.2	Insulation Tester	6
2.3	Pens Ampermetre 400A. AC/DC	6
2.4	Digital Luminance Meters	6
2.5	Load Cells	6

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

ITEM NUMBER	DESCRIPTION	QUANTITY
3.1	**Trucks**	10
3.2	**Cranes**	10
3.3	**Etalon Weights**	
3.3.1	500 kg (Class M1)	400
3.3.2	100 kg (Class M1)	40
3.3.3	50 kg (Class M1)	10
3.3.4	5 kg (Class M1)	100
3.3.5	2 kg (Class M1)	100
3.3.6	1 kg (Class M1)	100

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

ITEM NUMBER	DESCRIPTION	QUANTITY
4.1	Fuel Measuring System	35

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

ITEM NUMBER	DESCRIPTION	QUANTITY
5.1	**Etalon Weights**	
5.1.1	1 kg (Class F2)	12
5.1.2	2 kg (Class F2)	12
5.1.3	5 kg (Class F2)	12
5.1.4	10 kg (Class F2)	10
5.1.5	20 kg (Class F2)	10
5.1.6	50 kg (Class F2)	10
5.1.7	500 kg (Class F2)	6
5.2	**Weight Sets**	
5.2.1	1 mg to 5 kg (Class F1)	7
5.2.2	1 mg to 5 kg (Class F2)	8

5.2.3	1 mg to 2 kg (Class F2)	10
5.3	**Nominal Filling Quantity Inspection Equipments**	
5.3.1	GLASS PYCNOMETERS (50 ml)	48
5.3.2	GLASS PYCNOMETERS (100 ml)	48
5.3.3	METAL PYCNOMETERS (100ml)	40
5.3.4	MEASURING CYLINDERS WITH PLASTIC BASE (100ml)	81
5.3.5	AUTOMATIC PIPETTE (1000 – 5000 µl)	81
5.3.6	VOLUMETRIC GLASS FLASKS (50 ml)	81
5.3.7	VOLUMETRIC GLASS FLASKS (100 ml)	81

LOT-6: CHEMICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
6.1	PEDXRF	1
6.2	ICP	1
6.3	Vacuum Oven	1
6.4	Balance (0.1 mg)	1
6.5	Balance (10 mg)	1
6.6	Balance (100 mg)	1

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
7.1	Mortar Mixer	1
7.2	Mixing Palets	5
7.3	Mixing Bowls	5
7.4	Compression Plates	2
7.5	Automatic Vicat Device	1
7.6	Climatization System	10 Sets
7.7	Set of Sieves	1
7.8	Crushers	1
7.9	Fire Resistance Test Device	1
7.10	Crushing Test Machine	1
7.11	Micro-Deval	1
7.12	Resistance to Freezing and Thawing Apparatus	1
7.13	Grading of Fillers – Air Jet Sieving	1
7.14	Shape of Coarse Aggregate Apparatus (Caliper)	1
7.15	Alkali Silica Reactivity Equipment	1
7.16	Los Angeles Abrasion Machine	1
7.17	Accelerated Aggregate Polishing Machine	1
7.18	Nordic Abrasion Test Machine	1
7.19	Fluidity Equipment	1
7.20	Tensile Dynamometer	1
7.21	Jolting Machine	1
7.22	Mortar Moulds	20
7.23	Fineness Apparatus	1
7.24	Flow Table	1
7.25	Penetration Equipment	1
7.26	Water Retention Equipment	1
7.27	Density Pycnometer	1
7.28	Reactivity Equipment	1
7.29	Curing Cabinet	1
7.30	Compressive Strength Machine	1

7.31	Freeze / Thaw Resistance Machine	1
7.32	Guarded Hot Plate Apparatus	1
7.33	Sample Cutting-Slicing Machine	1
7.34	Bohme Abrasion Disk Equipment (Bohme Disk Abrader)	1
7.35	Flatness and Curvature (Flatness and bow) Equipment	1

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

ITEM NUMBER	DESCRIPTION	QUANTITY
8.1	Testing Equipments:ICP–AES Spectrophotometer	5

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

ITEM NUMBER	DESCRIPTION	QUANTITY
9.1	UV Spectrophotometry	3
9.2	Muffle Furnaca	1
9.3	Flow Cabinet	1
9.4	Ultra Water Distillation Unit	2
9.5	Bench Balance	1
9.6	Flame Photometry	1
9.7	pH Metry	2
9.8	Grinding Mill	1
9.9	Absorption Apparature and Filter	1
9.10	Oven	1
9.11	Lab. Dish Washer	1
9.12	Furnace	1

At/to the delivery address in given quantities according to the distribution list annexed to the Technical Specifications **(ATTACHMENT A).** Within 225 (two hundred twenty five) calendar days beginning from contract signature by both parties, and the Incoterms applicable shall be DDP[7].

The place of acceptance of the supplies shall be the distribution list annexed to the Technical Specifications **(ATTACHMENT A).** After the signature of the contract by both parties, the performance period shall be 225 (two hundred twenty five) calendar days for delivery, installation, putting into operation, inspection and testing together with training and 12 months for warranty services. The Incoterms applicable shall be DDP (Delivery Duty Paid). The implementation period shall run from the date of signature of the contract by both parties to the provisional acceptance that shall be considered as the date when all the supplies are installed, inspected, tested and accepted by the Contracting Authority and training completed as stipulated in the Technical Specifications.

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

1.3 Not applicable.

Article 2 Origin

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

[7] DDP - Incoterms 2000 International Chamber of Commerce.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.
For locally manufactured goods, origin certification must be made through a certificate done according to community customs code or the international agreements signed by Turkey.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **…… …… EURO.**

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

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

Article 4 Order of precedence of contract documents

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

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II - including clarifications before the deadline for submission of tenders);
- the Technical Offer (Annex III);
- the budget breakdown (Annex IV);
- (specified forms and other relevant documents including Grant of Facilities (Annex V(F)))

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.
Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor		**For the Contracting Authority**	
Name:		Name:	Mr. Muhsin ALTUN
Position:		Position:	PAO – CFCU Director
Signature:		Signature:	
Date:		Date:	

Endorsed for financing by the European Community

Name: Mr. H.J. KRETSCHMER

Position: Head of Delegation

Signature:

Date:

SPECIAL CONDITIONS

CONTENTS

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

Article 2 Law applicable

2.1 **Turkish** law shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be **English**.

Article 4 Communications

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

The Contracting Authority's address and contact person:

Contact Name:	**Mr. Muhsin ALTUN, PAO, CFCU Director**
Address:	Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü Ankara/TURKEY
Telephone:	+90 312 472 37 00
Fax:	+90 312 472 37 44
E-mail:	muhsin.altun@cfcu.gov.tr

"the Project Manager"

The Beneficiary's address and contact person:

Contact Name:	
Address:	
Telephone:	
Fax:	
E-mail:	

The Contractor's address and contact person:

Contact Name:	
Address:	
Telephone:	
Fax:	
E-mail:	

Article 7 Supply of documents

The documents to be supplied are defined separately for each item in the Technical Specifications.

Article 8 Assistance with local regulations

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the Tax exemption and the Customs procedures. The Contracting Authority will use its best endeavors to facilitate Tax, customs procedures and the freedom from clearance and taxes of luggage and experts equipment in accordance with Annex V – Grants of Facilities

Article 9 The Contractor's obligations

9.6 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations:

http://europa.eu.int/comm/europeaid/visibility/index_en.htm or
http://www.deltur.cec.eu.int/english/e-mali-ext.html.

Article 10 Origins

No derogation to the rule of origin allowed.

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value, including any amounts stipulated in addenda to the contract.

Article 12 Insurances

All insurance costs including transportation will be borne by the contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

The Beneficiary shall be responsible for the provision of the storage places and the proper storage of the equipment.

Article 13 Implementation programme (timetable)

1) The supplies must be delivered, installed and put into operation, ready for acceptance at the address of the installation specified in Article 1.1 of the contract free of all taxes and duties applicable to their importation and manufacture/sales including VAT from which they are exempt.

2) The delivery, installation, putting into operation, inspection, testing together with training in the use and calibration of the supplies where required must be completed within **225 (two hundred twenty five) calendar days** starting from the date of signing the Contract by both parties, at the locations specified at Attachment A of the Technical Specifications. The contractor must submit its best delivery and execution schedule within two weeks of the contract signature.

3) The contractor shall be responsible for the delivery of the goods at the locations specified at Attachment A of the Technical Specifications.

4) The contractor shall be responsible for unpacking of the goods and their installation at the locations specified at Attachment A of the Technical Specifications and shall be ready for inspection and testing after completion of the delivery of supplies.

5) Inspection, testing and calibration (when needed) shall be completed after the tendered supplies have been physically delivered, installed and put into operation.

6) Training shall be completed within the delivery period in accordance with the requirements specified in the Technical Specifications after inspection, testing and calibration of supplies are completed.

7) For all the lots, provisional acceptance shall be completed within 50 calendar days, after the delivery, installation, putting into operation, training and testing activities where applicable have been completed.

8) Final acceptance shall take place upon expiration of the Warranty period for all of the contracted items, lot by lot, and shall be pronounced upon the condition that the supplies provided are found in full working order and are compliant with the tender specifications.

Article 14 Contractor's Drawings

14.1 Not applicable.

Article 15 Tender Prices

Without prejudice to Article 15 of the General conditions, the goods to be supplied, as itemized and the overall prices, calculated on the basis of DDP include the full cost of delivery of the goods to the place of destination, packing, insurance, transportation, the full cost of clearance formalities, storage, unpacking, installation, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, any copy rights, or patent rights or license, warranty and training and training materials, if any, and manuals, fees, allowances, all kind of social charges, etc. of the staff and/or expert hired and assigned to service to be provided under this contract and any expenditure that such staff and/or expert will incur for execution of their activities during the operation, and excluding taxes and customs duties as stipulated in Annex V – Grant of Facilities.

Article 16 Tax and Customs Arrangements

Without prejudice to Article 16 of the General Conditions, the provisions on exemption and/or exceptions as laid down in Annex V – Grant of Facilities shall also apply.

Article 17 Patents and licences

In addition to the provision of this article in the General conditions the Contractor shall indemnify the Contracting Authority and the Project Manager against any claim resulting from the use, as specified in the contract, of patents, licenses, drawings, models or branded trade marks. Tenderers are informed that all software included pre installed, must be accompanied by the License agreement Number and original manuals. The relevant costs must be included in the prices.

Article 18 Commencement order

18.1 The commencement date for performance of the contract shall be the date on which the contract is signed by both parties.

Article 19 Period of Implementation

19.1 The period of execution of the tasks is **225 (two hundred twenty five) calendar days** for the delivery, installation, putting into operation, inspection, testing, training in the use and calibration of the supply (where required) from the signature of the contact by both parties; and the following **1 (one) year** for the warranty from the issuance of the provisional acceptance. Provisional acceptance shall take place within **50 (fifty) calendar days** after the period of execution of tasks.

Article 22 Variations

22.1 The Contracting Authority reserves the right, to vary the quantities specified for

ITEM NUMBER	DESCRIPTION	ORIGINAL QUANTITY	INCREASE	DECREASE
2.1	Advanced Computer- Aided DIAgnostic System For Lifts	6	3	3
9.1	UV Spectrophotometry	3	1	1
9.7	pH Metry	2	2	2

at the time of contracting and during the validity of the contract within a range of quantities given in the upper table. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

In addition to the general provision of this article in the General Conditions, the supplies and services purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

Article 25 Inspection and testing

The inspection, testing and calibration prior to the provisional acceptance for both lots will take place at the locations where the supplies are delivered, installed and put into operation. The inspection and testing of all supplies will be started and completed within a maximum of **30 calendar days**.

The inspection and testing for the relevant lots will take place at the locations where their installations would have been made, upon the completion of the delivery, installation, putting into operation of all the equipment for relevant lots.

During the inspection and testing procedure the quantities, the technical performances, the technical specifications, the technical documentation shall be verified. Maximum 2 weeks before the end of the installation works, the Contractor will inform the Contracting Authority and the Beneficiary about the possible schedule for inspection and testing procedures. During testing of the equipments the relevant Beneficiary staff shall contribute the procedure.

Article 26 Methods of Payment

26.1 *For Foreign Contractors:*
Payments shall be made in **Euro.**

For Domestic Contractors:

Payments shall be made in **YTL** as an equivalent to the Euro value of the contract, calculated at the exchange rate of the Central Bank from which payments are made.

Payments shall be authorised and made by **Central Finance and Contracts Unit, Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü Ankara/TURKEY.**

The Contractor must inform the Delegation of the European Commission to Turkey – Finance Section at **Uğur Mumcu Caddesi No: 88 Kat: 4, Gaziosmanpaşa, Ankara,** thereof by sending a copy of the correspondence.

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

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

c) For the 40% balance, the invoice(s) in triplicate following provisional acceptance of the supplies.

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

Article 29 Delivery

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

29.2 The size, weight and material of packaging case shall be taken into consideration, whether those Supplies have to be transported, handled and stored in difficult conditions, remoteness of shipment(s), final destination for the Supplies and the absence of appropriate handling facilities at all points in transit for the Supplies.

Before packing, the appropriate anti-rust and protective measures for the Supplies such as grease, coating oil, oil paper wrapping or polyethylene film wrapping and vacuum packing are to be taken in order to protect the Supplies from damages or corrosions during the transportation and storage at the site under the known local climate conditions.

Supplies shall be securely fastened and packed to avoid damage during transportation to their destination of storage, during transportation from the manufacturer's factory to their installation places. The contractor shall ensure the protection of Supplies for transportation by sea and handling and transport on land under the known climatic conditions. Packing shall ensure safe transportation to destination, withstanding hazards such as shocks and possible corrosion by exposure to salty seawater spray, moisture, rain, rust or other corrosion effects.

All the packing cases that exceed 3 (three) tons in weight and 1 (one) meter in height must bear the inscription with indelible paint indicating the centre of gravity position by the mark "0" and the block letter "CG".

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

29.5/6 Each package must be marked according to its final destination and must be accompanied by a delivery note showing the contract reference number ……, the publication reference number **[EUROPEAID/121303/D/S/TR]**, and item number. The delivery addresses as specified in the Technical Specifications.

The supply shall include all necessary documents as specified herein such as operating and maintenance manuals, drawings, material certificates, conformity certificates, test certificates, certificates of origin, planning, packing lists, and others as necessary.

All packages must be marked as follows:

- Publication reference : **EUROPEAID/121303/D/S/TR**
- Supply Contract : **"Supply of Equipment for Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"**
- Lot number : …..
- Case number : ….
- Net weight : …..
- Gross weight : …..
- Delivery address : …..

(The destination port of Supplies, crate identification, etc. shall be clearly indicated with indelible paint on the external surface of the adjacent faces of each case or package)

Important remark: In case packing includes waterproof barriers, packages shall bear the mention: "DO NOT OPEN – WATERPROOF BARRIER" in red characters.
Each case shall be conspicuously marked on the sides with "Handle With Care", "Right Side Up", etc. together with international symbols according to the different characteristics and requirements for transportation, loading, unloading of the Supplies if necessary.

Article 31 Provisional Acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex V.

Without prejudice to Article 31 of the General Conditions, Article-25 of the Special Conditions and the Technical Specifications, provisional acceptance shall be delivered by the Beneficiary within 50 calendar days after delivery, installation, putting into operation, inspection and testing of all goods and training activities completed. The provisional acceptance will take place at the locations where the equipment is delivered, installed and put into operation. Provisional Acceptance Certificate will be issued formally by the Contracting Authority.

The provisional acceptance committee shall include a member from the headquarters of the related ministry and another member from the end user.

Where "The product should bear a CE marking symbolising conformity with all applicable Community provisions and directives", the Contracting Authority may request the technical dossier that proves the CE Marking from the Contractor.

Article 32 Warranty

Without prejudice to Article 32 of the General Conditions,

32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one (1) year after the provisional acceptance. In addition, two(2) years commercial warranty documents should be accompanied with the documents for provisional acceptance at the cost of Beneficiary.

32.2 The Contractor shall submit with his technical offer a methodology for the equipment warranty service for a period of one (1) years after provisional acceptance. During the warranty period, the service of the products will be assured by the Contractor through local company(ies) authorised by him (if the Contractor is not a local company) or directly (if it is a local company). In both cases, the authorized service(s) should be authorized by the manufacturer.

32.3 The Contractor shall at his own cost replace defective or damaged equipment/parts during the warranty period. The Contractor has to troubleshoot the problem within 48 hours of the request, overcome the problem within 10 working days, and fully repair and re-integrate within maximum 30 working days from the call of service. If the reparation of broken equipment/part is not possible, Contractor shall replace that equipment/part with another equipment/part. No additional cost will be borne by the Contracting Authority or the Beneficiary.

Article 33 After-sales Service

33.1 After –sales service is not required within the scope of this contract.

Article 40 Amicable settlement of disputes

40.2 The Parties may agree to request the Commission to initiate a conciliation. The Delegation of the Commission in Turkey is responsible for the conciliation.

Article 41 Dispute settlement by litigation

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

ANNEX I : GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN COMMUNITY

SUMMARY

PRELIMINARY PROVISIONS

Article 1 Definitions

1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

Article 2 Law and language of the contract

2.1 The Special Conditions shall specify the law governing all matters not covered by the contract.

2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

Article 3 Order of precedence of contract documents

3.1 Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:

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

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

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

Article 4 Communications

4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.

4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any

such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Article 5 Assignment

5.1 An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.

5.2 The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or

b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.

5.3 For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.

5.4 If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

5.5 Assignees must satisfy the eligibility criteria applicable for the award of the contract.

Article 6 Subcontracting

6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts implementation of a part of his contract to a third party.

6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.

6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.

6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.

6.6 If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7 If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 Supply of documents

7.1 If necessary, within 30 days of the signing of the contract, the Project Manager shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the contract and a copy of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Project Manager all drawings, specifications and other contract documents.

7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Project Manager shall not be used or communicated to a third party by the Contractor without the prior consent of the Project Manager.

7.3 The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

7.4 The special conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

Article 8 Assistance with local regulations

8.1 The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.

8.2 If necessary, the Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.

8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the contract.

8.4 Subject to the provisions of the laws and regulations on foreign labour of the states in which the supplies are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.

8.5 Contractors shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

9.1 The Contractor shall implement the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the execution of the contract.

9.2 The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Project Manager thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.

9.3 The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.

9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

9.5 If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

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

Article 10 Origin

10.1 Save where otherwise provided for in the Special Conditions, supplies must originate in a Member State of the European Union or in one of the beneficiary countries as stated in the invitation to tender. The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.

10.2 The Contractor must certify that the goods tendered comply with this requirement, specifying their respective countries of origin. He may be required to provide more detailed information in this respect.

10.3 The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

Article 11 Performance guarantee

11.1 The Contractor shall, together with the return of the countersigned contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.

11.2 The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

11.3 The performance guarantee shall be in the format given in Annex V and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.

11.4 The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5 During the execution of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

11.6 The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7 Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 45 days of the issue of the final acceptance certificate.

Article 12 Insurance

12.1 An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.

12.2 Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Project Manager against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 13 Implementation programme

13.1 If the Special Conditions so require, the Contractor shall submit a programme of implementation of the contract for the approval of the Project Manager. The programme shall contain at least the following:

a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;

b) the deadlines for submission and approval of the drawings;

c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and

d) such further details and information as the Project Manager may reasonably require.

13.2 The Special Conditions shall specify the time limit within which the programme of implementation must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items. The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.

13.3 No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the implementation of the contract does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Article 14 Contractor's drawings

14.1 If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:

a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;

b) such drawings as the Project Manager may reasonably require for the implementation of the contract.

14.2 If the Project Manager fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of implementation, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.

14.3 Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager fails to approve shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.

14.4 The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.

14.5 The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract.

14.6 The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.

14.7 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special

Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 15 Sufficiency of tender prices

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

a) the costs of transport;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;

c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;

d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;

e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;

f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;

g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;

h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

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

Article 16 Tax and customs arrangements

16.1 For supplies manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.

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

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

Article 17 Patents and licences

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

COMMENCEMENT OF IMPLEMENTATION AND DELAYS

Article 18 Commencement order

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

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

Article 19 Period of implementation

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

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

Article 20 Extension of period of implementation

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

a) extra or additional supplies ordered by the Contracting Authority;

b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;

c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;

d) administrative orders affecting the date of completion other than those arising from the Contractor's default;

e) failure of the Contracting Authority to fulfil its obligations under the contract;

f) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;

g) force majeure;

h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

20.2 Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of implementation to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.

20.3 Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of implementation as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Article 21 Delays in implementation

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

maximum of 15% of the total value of the contract.

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

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

- seize the performance guarantee;
- terminate the contract, in which case the Contractor will have no right to compensation; and
- enter into a contract with a third party for the provision of the balance of the supplies. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

Article 22 Variations

22.1 Subject to the limits set in the Practical Guide to contract procedures for EC external actions, the Contracting Authority reserves the right, to vary the quantities as stated in the Special Conditions. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation. Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

22.2 The Project Manager shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.

22.3 No variation shall be made except by administrative order, subject to the following provisions:

a) if, for whatever reason, the Project Manager believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible;

b) if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.a and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation;

c) an administrative order for a variation shall not be required when increasing or decreasing the quantity of any work because the estimates in the bill of quantities or budget breakdown were too high or too low.

22.4 Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and an implementation programme;
- any necessary modifications to the implementation programme or to any of the Contractor's obligations under the contract;
- any adjustment to the contract price in accordance with the rules set out in Article 22.

22.5 Following the receipt of the Contractor's submission referred to in Article 22.4, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Project Manager in accordance with Article 22.6.

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

- where the task is of similar character and implemented under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and

prices contained therein;

- where the task is not of similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager;
- if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of implementation period or adjustment to the contract price. Where the order for a variation precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the variation and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

22.8 Contractual variations not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority. Any contractual variations must respect the general principles defined in the Practical guide to contract procedures for EC external actions.

Article 23 Suspension

23.1 The Project Manager may, by administrative order, at any time, instruct the Contractor to suspend:

a) the manufacture of the supplies; or

b) the delivery of supplies to the place of acceptance at the time specified for delivery in the implementation programme or, if no time specified, at the time appropriate for it to be delivered; or

c) the installation of the supplies which have been delivered to the place of acceptance.

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

23.3 Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:

a) dealt with differently in the contract; or

b) necessary by reason of normal climatic conditions at the place of acceptance; or

c) necessary owing to some default of the Contractor; or

d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.

23.4 The Contractor shall not be entitled to such additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.

23.5 The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of implementation to be made to the Contractor in respect of such claim as shall, in the opinion of the Project Manager, be fair and reasonable.

23.6 If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.

23.7 Where the award procedure or execution of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the contract. Where

such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

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

MATERIALS AND WORKMANSHIP

Article 24 Quality of supplies

24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.

24.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 25 Inspection and testing

25.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.

25.2 The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

25.3 For the purposes of such tests and inspections, the Contractor shall:

- **a)** provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
- **b)** agree, with the Project Manager, the time and place for tests;
- **c)** give the Project Manager access at all reasonable times to the place where the tests are to be carried out.

25.4 If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if he has not attended the test, be bound by the test results.

25.5 When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.

25.6 If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

25.7 In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 General principles

26.1 Payments shall be made in euro or national currency. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions. Where payment is in the national currency, it shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

26.2 Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.

26.3 Sums due shall be paid within no more than 45 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

26.4 The 45-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

26.5 The payments shall be made as follows:

a) 60% of the contract price after the signing of the contract, against provision of the performance guarantee. If the pre-financing payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the prefinancing payment. This financial guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the goods;

b) 40% of the contract price, as payment of the balance outstanding, following provisional acceptance of the supplies;

26.6 Where only part of the supplies have been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.7 For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.

26.8 The payment obligations of the EC under this Contract shall cease at most 18 months after the end of the period of implementation, unless the Contract is terminated in accordance with these General Conditions.

26.9 Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.

26.10 The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

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

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

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor. Where necessary the European Community may as a donor subrogate itself to the Contracting Authority.

Article 27 Payment to third parties

27.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.

27.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

27.3 In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in the Special Conditions, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Article 28 Delayed payments

28.1 The Contracting Authority shall pay the Contractor sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 45 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

28.3 Any default in payment of more than 90 days from the expiry of the period laid down in Article 28.1 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Project Manager.

ACCEPTANCE AND MAINTENANCE

Article 29 Delivery

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

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

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

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

29.5 Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.

29.6 Each package shall be clearly marked in accordance with the Special Conditions.

29.7 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 Verification operations

30.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

30.2 The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

- **a)** the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;
- **b)** their replacement with proper and suitable supplies;
- **c)** the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefor, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
- **d)** that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.

30.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

30.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected

supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

30.5 The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 31 Provisional acceptance

31.1 The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

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

- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.

31.4 If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.

31.5 In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.

31.6 Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the implementation of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Article 32 Warranty obligations

32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.

32.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

a) results from the use of defective materials, faulty workmanship or design of the Contractor; or

b) results from any act or omission of the Contractor during the warranty period; or

c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.

32.3 The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

32.4 If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:

a) remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or

b) terminate the contract.

32.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

32.6 The warranty obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 After-sales service

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

a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;

b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 Final acceptance

34.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

34.2 The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

34.3 Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 Breach of contract

35.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

35.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

a) damages; and/or

b) termination of the contract.

35.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

a) general damages; or

b) liquidated damages.

35.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 36 Termination by the Contracting Authority

36.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:

a) the Contractor substantially fails to perform his obligations under this contract;

b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely implementation of the supplies;

c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;

d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;

e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;

j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;

k) any other legal disability hindering execution of the contract occurs;

l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

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

36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the

Contractor to take immediate steps to bring the implementation of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

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

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

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

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

Article 37 Termination by the Contractor

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

- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

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

37.3 In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 38 Force majeure

38.1 Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.

38.2 For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

38.3 Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in implementation or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-implementation or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

38.4 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Project Manager.

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

38.6 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further execution of the contract.

Article 39 Death

39.1 Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

39.2 Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.

39.4 Such persons shall be jointly and severally liable for the proper execution of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Article 40 Amicable dispute settlement

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

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

Article 41 Dispute settlement by litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

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

in accordance with the Special Conditions of this contract.

ETHICS CLAUSES

Article 42 Ethics clauses

42.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.

42.2 Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

42.3 This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

42.4 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

42.5 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

42.6 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

42.7 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

42.8 The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

42.9 The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

42.10 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

42.11 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

42.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

42.13 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 43 Administrative and financial penalties

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

43.2 If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Article 44 Checks and audits by Community bodies

44.1 The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.

44.2 Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Community legislation for the protection of the financial interests of the European Communities against fraud and other irregularities.

44.3 To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Consultant must inform the Contracting Authority of their precise location.

44.4 The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor or any other party benefiting from EC funds.

ANNEX II: TECHNICAL SPECIFICATIONS

Project Title: Supply of "Supply of Equipment for Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"

Publication Reference: EUROPEAID/121303/D/S/TR

1. GENERAL INSTRUCTIONS

1.1.1 Description of the project

The subject of the contract is the delivery, installation, putting into operation, inspection, testing, training in the use and calibration of the equipment where required and warranty services by the Contractor of the following goods in nine lots which shall be delivered DDP (Delivered Duty Paid) in given quantities according to the distribution list annexed to the Technical Specifications **(ATTACHMENT A)**, within 225 (two hundred twenty five) calendar days from contract signature by the Contractor.

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
1.1	Microscope	1
1.2	Conditioning cabinet	1
1.3	Water Bath (Shaking)	1
1.4	Sand Bath	1
1.5	pH-meter	3
1.6	Dispenser	6
1.7	Variable microliter pipettes	4
1.8	Viscosimeter	1

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY
2.1	Advanced Computer- Aided DIAgnostic System For Lifts F	6
2.2	Insulation Tester	6
2.3	Pens Ampermetre 400A. AC/DC	6
2.4	Digital Luminance Meters	6
2.5	Load Cells	6

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

ITEM NUMBER	DESCRIPTION	QUANTITY
3.1	**Trucks**	10
3.2	**Cranes**	10
3.3	**Etalon Weights**	
3.3.1	500 kg (Class M1)	400
3.3.2	100 kg (Class M1)	40
3.3.3	50 kg (Class M1)	10
3.3.4	5 kg (Class M1)	100
3.3.5	2 kg (Class M1)	100
3.3.6	1 kg (Class M1)	100

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

ITEM NUMBER	DESCRIPTION	QUANTITY
4.1	Fuel Measuring System	35

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

ITEM NUMBER	DESCRIPTION	QUANTITY
5.1	**Etalon Weights**	
5.1.1	1 kg (Class F2)	12
5.1.2	2 kg (Class F2)	12
5.1.3	5 kg (Class F2)	12
5.1.4	10 kg (Class F2)	10
5.1.5	20 kg (Class F2)	10
5.1.6	50 kg (Class F2)	10
5.1.7	500 kg (Class F2)	6
5.2	**Weight Sets**	
5.2.1	1 mg to 5 kg (Class F1)	7
5.2.2	1 mg to 5 kg (Class F2)	8
5.2.3	1 mg to 2 kg (Class F2)	10
5.3	**Nominal Filling Quantity Inspection Equipments**	
5.3.1	GLASS PYCNOMETERS (50 ml)	48
5.3.2	GLASS PYCNOMETERS (100 ml)	48
5.3.3	METAL PYCNOMETERS (100ml)	40
5.3.4	MEASURING CYLINDERS WITH PLASTIC BASE (100ml)	81
5.3.5	AUTOMATIC PIPETTE (1000 – 5000 µl)	81
5.3.6	VOLUMETRIC GLASS FLASKS (50 ml)	81
5.3.7	VOLUMETRIC GLASS FLASKS (100 ml)	81

LOT-6: CHEMICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
6.1	PEDXRF	1
6.2	ICP	1
6.3	Vacuum Oven	1
6.4	Balance (0.1 mg)	1
6.5	Balance (10 mg)	1
6.6	Balance (100 mg)	1

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY
7.1	Mortar Mixer	1

7.2	Mixing Palets	5
7.3	Mixing Bowls	5
7.4	Compression Plates	2
7.5	Automatic Vicat Device	1
7.6	Climatization System	10 Sets
7.7	Set of Sieves	1
7.8	Crushers	1
7.9	Fire Resistance Test Device	1
7.10	Crushing Test Machine	1
7.11	Micro-Deval	1
7.12	Resistance to Freezing and Thawing Apparatus	1
7.13	Grading of Fillers – Air Jet Sieving	1
7.14	Shape of Coarse Aggregate Apparatus (Caliper)	1
7.15	Alkali Silica Reactivity Equipment	1
7.16	Los Angeles Abrasion Machine	1
7.17	Accelerated Aggregate Polishing Machine	1
7.18	Nordic Abrasion Test Machine	1
7.19	Fluidity Equipment	1
7.20	Tensile Dynamometer	1
7.21	Jolting Machine	1
7.22	Mortar Moulds	20
7.23	Fineness Apparatus	1
7.24	Flow Table	1
7.25	Penetration Equipment	1
7.26	Water Retention Equipment	1
7.27	Density Pycnometer	1
7.28	Reactivity Equipment	1
7.29	Curing Cabinet	1
7.30	Compressive Strength Machine	1
7.31	Freeze / Thaw Resistance Machine	1
7.32	Guarded Hot Plate Apparatus	1
7.33	Sample Cutting-Slicing Machine	1
7.34	Bohme Abrasion Disk Equipment (Bohme Disk Abrader)	1
7.35	Flatness and Curvature (Flatness and bow) Equipment	1

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

ITEM NUMBER	DESCRIPTION	QUANTITY
8.1	Testing Equipments:ICP–AES Spectrophotometer	5

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

ITEM NUMBER	DESCRIPTION	QUANTITY
9.1	UV Spectrophotometry	3
9.2	Muffle Furnaca	1
9.3	Flow Cabinet	1
9.4	Ultra Water Distillation Unit	2
9.5	Bench Balance	1
9.6	Flame Photometry	1
9.7	pH Metry	2
9.8	Grinding Mill	1
9.9	Absorption Apparature and Filter	1
9.10	Oven	1
9.11	Lab. Dish Washer	1
9.12	Furnace	1

The tenderer should ensure that the functions and features of the equipment meet the listed minimum conditions and should submit equipment brochures and catalogues showing the specifications of the equipment.

1.2 Technical Specifications

1.2.1 All the equipment shall be provided complete with the necessary accessories and/or parts such as to ensure that the unit is capable of operating to the required technical and quality specifications. All specifications details listed within each lot for each item are the minimum requirements. Any improvements on the specifications or additional features offered should be clearly identified in the Tenderer's offer.

1.2.2 The type of supplied voltage in Turkey is 220 V (monophase) and 380 V (triphase + neutral). The quality and stability of the supplied current may undergo fluctuations (+ and -) of more than 10%. All hardware must operate on 220 V ± 20 V, 50 Hz ± 0.5 Hz, or 380 V ± 40 V, power supply and be suitable for direct connection to the standard power outlets in Turkey. The type of electrical outlets generally installed in Turkey is the type with 2 side mounted earthing poles. All plugs of all the supplied equipment will have to fit exactly.

1.2.3 The supplier will evaluate the supplied current, the quality of the current and the fluctuations of the current and take the necessary precautions to avoid damages to the equipment.

1.2.4 The items provided should not be hybrids and should be a registered brand name. Because of the variety of equipment it is impossible to put the "one manufacturer" condition, thus for compatibility purposes it is required to follow the compatibility requirements very strictly.

1.2.5 All hardware units must be operable in an office environment with regards to following temperature, humidity and dust conditions:

Operating temperature	: 10^0 C - 35^0 C
Relative Humidity	: 20% - 80%
Dust	: 0.40 gr./m^3

1.2.6 The equipment must have quality certificate to prove that it complies with European standards. All items supplied conforming to the necessary CE regulation / norm must carry a suitable CE badge of conformity, permanently fixed to the machine, where applicable.

1.2.7 It should be noted that whenever a specific name of a product is mentioned in the Technical Specifications, a sufficiently precise and fully intelligible description is not possible, and it has to be understood as that product or its equivalent.

1.2.8 Equipment which allows upgrading of capacities shall be provided in such a way that upgrades can be performed by installing additional capacity without discarding the already installed capacities.

1.3 General Training Requirements

The Contractor shall provide an adequate training for a number of end users as specified in the Technical Details below in a way that they will be able to operate and do the maintenance of the equipment without any help.

It will cover calibration (if needed), training in instrument operation, including operation tasks. Training will be carried out at the delivery places of the equipments.

The language of the training and the training documents will be Turkish; if not, interpretation/translation will be provided and paid by the Contractor.

The contractor will be responsible to provide all the necessary service, technical personnel, product, equipment, documentation and training programs that will be demanded by the customer.

The Contractor shall provide easy way for calibration of embedded instruments to ensure their metrological traceability. Also the Contractor shall include in his offer the methodologies for the training.

The items which the training is needed and the lengths of the training for each item are given in detail below. The Contractor shall fulfil these requirements.

ITEM NUMBER	DESCRIPTION	TRAINING REQUIREMENT
1.1	**Microscope**	• No. of participants: at the least 3 staff of the beneficiary personnel. • Duration: min. 1 day
1.2	**Conditioning cabinet**	• No. of participants: at the least 1 staff of the beneficiary personnel. • Duration: min. 1 day
1.8	**Viscosimeter**	• No. of participants: at the least 2 staff of the beneficiary personnel. • Duration: min. 5 days
2.1	**Advanced Computer- Aided DIAgnostic System For Lifts**	• No. of participants: at the least 18 staff of the beneficiary personnel. • Duration: min. 7 days • The training programme should cover the following subjects: - Theoretical introduction of the AIDASYSTEMS programs for the end users for two days -The application of the training (AIDASYSTEMS program application) on: * the hydraulic lifts for one day, * the machineless room lifts for one day, * the electrical lifts (with rope) for three days. • The training program should also cover the methods of carrying out all lift tests and interpretation and reporting of the test results by using AIDASYSTEMS programs according to the EN 81-1 and EN 81-2 Standards and Risk Analyze Methods in theoretical and practical basis.
3.1	**Trucks**	• No. of participants: at the least 12 drivers of the beneficiary personnel. • The scope of training should include at least operation and maintenance of the trucks.
3.2	**Cranes**	
3.3	**Etalon Weights**	
4.1	**Fuel Measuring System**	• No. of participants: at the least 8 staff/driver of beneficiary. • Training should be given after the system is assembled on the vehicles and the scope of training should include at least operation, repair and maintenance of the system.
6.1	**PEDXRF**	• No. of participants: at the least 3 members of

		beneficiary's laboratory staff • Duration: not less than 5 days
6.2	**ICP**	• No. of participants: at the least 3 members of beneficiary's laboratory staff • Duration: not less than 5 days
7.32	**Guarded Hot Plate Apparatus**	• No. of participants: at the least 2 members of beneficiary's laboratory staff • Duration: not less than 2 days
8.1	**Testing Equipments: ICP–AES Spectrophotometer**	• No. of participants: at the least 2 members of beneficiary's laboratory staff at each of five installation places. • Duration: not less than 2 weeks • Scope of training should include at least: basic training in instrument operation, including: operation tasks
9.1	**UV Spectrophotometry**	• No. of participants: at the least 2 members of beneficiary's laboratory staff at each of three installation places. • Duration: not less than 3 days
9.6	**Flame Photometry**	• No. of participants: at the least 2 members of beneficiary's laboratory staff at the installation place.

1.4 Warranty and Product Support Services

The Contractor will be expected to provide the warranty services for all equipments. This warranty shall remain valid for one (1) year after the provisional acceptance. In addition, minimum two (2) years commercial warranty documents should be accompanied with the documents for provisional acceptance, which must cover the following items:
(see the details in the Technical Specifications)

1.4.1 Warranty as defined in Article 32 of the Special Conditions. The Contractor shall provide to the Contracting Authority a free warranty for quality and performance of the goods supplied for each item specified at respective Technical Specifications. The Contractor shall remain fully responsible for all warranty obligations even some of the equipment is obtained from a third party.

1.4.2 The Contractor must include a statement regarding the content and extent of subcontracting if proposed, for the warranty services.

1.4.3 If the Contractor appoints a domestic representative for his company, or obtains the items from a third party then the Contracting Authority expects the Contractor or its representative or its supplier or suppliers authorized service company to provide a professional service of maintenance and to maintain an appropriate stock of spare parts. The Contractor will remain responsible for the level of service which his representative delivers and will be answerable to the Contracting Authority in the event of any complaint.

1.4.4 The tenderer shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The tenderer shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

1.4.5 The Contracting Authority expects the Contractor or its representative or its supplier or suppliers authorized service company to ensure that his local representative carries an adequate supply of parts based on his professional experience.

1.4.6 The Contracting Authority expects the Contractor or its representative or its supplier or suppliers authorized service company to be properly trained to provide comprehensive technical and maintenance service on all items supplied under the agreement.

1.4.7 Service Requirements:

- Servicing at the site of operation within 48 hours response time
- Repair or replace (if preparation period is longer than 30 days) faulty parts or modules.

The Contractor have to demonstrate their capability to maintain the system using their dedicated staff.
The Contractor support services must be available to receive reports of problems and provide immediate service to users.
Details of the Contractor's and its Subcontractor's (if any) support services must be provided, including the name of the support organisation, available resources, facilities and service provided and a statement regarding the content and extent of subcontracting envisaged for product support services if any.

1.4.8 After the warranty period ends an additional period, post warranty period, shall be available separately for an order and at the cost of Beneficiary. The extent of these services should at least cover all the points indicated for the warranty service.

1.5 Technical Documents to be included in the Supply

With the details in the Technical Specifications, the Technical Documents should be accompanied with the documents which must cover the following items:

1.5.1 Each set of equipment shall be provided with an original set of operating and users' manuals for all parts of the equipment. These manuals shall be supplied in Turkish and English language. If manuals are not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual where applicable.

1.5.2 Each set of equipment shall be provided with an original set of technical manuals for all parts of the equipment, including all accessories. The manuals shall be supplied in Turkish and English language. If manuals are not in Turkish, a "Quick Guide" in Turkish shall be supplied together with the manual where applicable.

1.5.3 Each set of equipment shall be provided with an original set of repair and maintenance manuals for all parts of the equipment (for Item **3.1 Trucks**, **3.2 Cranes** and **4.2 Fuel Measuring System**).The manuals shall be supplied in Turkish and English language.

1.5.4 For Item 1.1 Microscope, Item 1.2 Conditioning cabinet and Item **6.1 PEDXRF**; the methodologies shall be provided with an original set of manual. (Instructions of standard methods for analyses of cement and related materials). The manuals shall be supplied in Turkish and English language.

1.5.5 For Item **6.2 ICP**; the methodologies shall be provided with an original set of manual. (Instructions of standard methods for analyses of air quality, water, waste water, soil, sewage sludge, filter dust). The manuals shall be supplied in Turkish and English language.

1.5.6 The obligatory documents for the provisional acceptance.

- Original certificate of origin by Chamber of Commerce
- Report of Final test in the factory (quality control certificate)
- Calibration certificates (for the needed equipments) (i.e.etalon weights)
- Test Certificate (for Item **7.10 Crushing Test Machine**)
- Certificate that the Equipment is complying with EU Regulations and CE norms
- Guarantee document of manufacturer, certifying he will be able to supply all spare parts during a period of minimum 10 years

- Warranty document of the manufacturer and/or the supplier
- The tenderer should prove that the equipment proposed is produced by a manufacturer who is accredited by ISO 9001:2000 or an equivalent European quality mark.

1.5.7 Manufacturer must be ISO certified. Supplier must show that the equipment has authorised service in Tukey.

1.5.8 No provisional acceptance can be pronounced without the presence of the complete set of documents. These documents or the declarations for the provision of the documents should be delivered with the bid.

1.5.9 The language of the training documents is Turkish. The training documents will be given according to the number of staff participating the training with the related equipment. For the one staff participating training courses, minimum two copies of training documents will be given.

2. VISIBILITY

In order to assist in asset registration, all equipment shall have a solidly fixed and durable label, size 75 mm x 35 mm, as appropriate for each equipment, with the standard EU logo as below:

PRE-ACCESSION FINANCIAL ASSISTANCE PROGRAMME
EUROPEAID/121060/D/S/TR

Lot No :
Item No :
Serial No :

%75 Avrupa Birliği Katkısı, %25 Ulusal Katkı ile alınmıştır
EC Contribution 75% National Contribution 25%

OTHER TECHNICAL REQUIREMENTS TABLE

Number	Requirements	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.1	**Power Supply:** All hardware operate on 220 V ± 20 V, 50 Hz ± 0.5 Hz, or 380 V ± 40 V, power supply and are suitable for direct connection to the standard power outlets in Turkey (point 1.2.2)			
1.2	**Certification:** All items supplied conforming to the necessary CE regulation / norm carry a suitable CE badge of conformity, permanently fixed to the machine, where applicable (point 1.2.6)			
1.3	**Certification:** The tenderer prove that the equipment proposed is produced by a manufacturer who is accredited by ISO 9001:2000 or an equivalent European quality mark. (point 1.5.6)			
1.4	**Training:** Requirements as specified under point 1.3 provided for.			
1.5	**Warranty :** Contractors warranty remaining valid for one (1) year after the provisional acceptance provided for. Also 2 (two) years minimum commercial warranty provided for. (point 1.4)			
1.6	**Technical Documents :** manuals, original certificate of origin by Chamber of Commerce, provided for (All the points listed in 1.6 should be provided.)			

TECHNICAL SPECIFICATIONS TABLE

Detailed Technical Data (all the technical specifications given for the equipment below are minimum specifications):

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

1.1 Microscope

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.1.1	**Equipment General Properties**			
	It should be trinocular, polarizing microscope for transmitted light;			
	It should have following parts: - Trinocular, - Quadruple, centerable objective nosepiece, - Rotatable circular stage with 2 object clamps, - 10x/20 mm eyepieces (1 with Crosshair Reticule)			
	It should have vertically and horizontally adjustable 0.90/1.25 Condenser for Koehler illuminatio and analyzer mount with fixed analyzer slider, Planachromatic Pol Objectives should be as follows: 4x 10x/ 40x 63x or 60x 100x/1.25 oil Polarizer, Blue Filter, Minimum 12V/ 35w Halogen Illuminator, Objective lambda Nosepiece Compensator, Centering Tools,			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	x-y stage Object guide 20x Eyepieces Dust Cover, All electrical accessories(cable) and minimum two spare halogen bulbs Trinocular, stereozoom microscope Optical system should be apochromatic Zoom ratio should be minimum 8:1 Trinocular, inclined tube as indicative, 80x minimum Magnification Photo /Video objective 0.5x, with c-mount for 1/2" CCD cameras 10 x eyepieces (one fix, one adjustable) Transmitted light base 20 W Drive housing, coarse and fine focus minimum 500 mm Achromat objective 0.32x, working distance minimum 200 mm Incident light illumination with goose neck, 2arms Table plate for cold light illumination system Dust Cover, antistatic All electrical accessories(cable) and minimum two spare halogen bulbs Fluorescense system for green or blue excitation It should hava a digital camera Designed for microscopy with control software Direct transfer to PC and MAC with standard FireWire Minimum 7 MP scaled resolution Live image on computer screen Color binning modes,			
	There should be a image analysis and processing programme			
	Interactive measurements, automatic, multi parameter measurements should be done by complete control of camera			
	Results should be given in histograms, scattergrams, statistical formats			
	It should have the advanced grey level morphology,			
	It should have the image annotation, printing, documentation			
	It should have the storage and image review with image gallery			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.1.2	**Accessories**			
	Performance PC; Passmark Score > 300, minimum 512 MB RAM, 24 Bit graphics, CD-ROM Drive, 4-pin or 6-pin FireWire OHCI slot 17 " LCD Monitor			

1.2 Conditioning cabinet

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.2.1	**Equipment General Properties**			
	• Effective volume should be 200 liters at least			
	• Cooling power should be 1 x 15 HP			
	• There should be integrated industrial PC with system control software			
	• Temperature range should be between -30° C to +180° C			
	• There should be an electrical panel on the machinery.			
	• Stability should be < ± 0,5° C			
	• Uniformity should be < ± 1° C up to 100° C			
	• Speed should be 2° C/mn average from +150° C to -20° C			
	• 4° C/mn average from -20° C to +150° C			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Relative Humidity should be from 10% to 98% (in temperature range from +20° C to +85° C)			
	• Humidity Stability should be ± 3% RH			
	• Minimum dew point should be +8° C without heat dissipation			
	• The device should have recording (120 channels at least), logging, communicating (with remote or multi-chamber control), automatic and manual calibrating and servicing functions			
	• The test chamber should be calibrated in 7 set-points of dry temperature and 9 set-points of humidity at least.			
	• A calibration report should be issued for a selected list of set-points			
	• All wiring should comply to the CE standard			
	• Electrical parts should be separated from cooling equipment to prevent contact with water			

1.3 Water Bath (Shaking)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.3.1	**Equipment General Properties**			
	• It should be equipped separate basins			
	• It should have electronically regulated shaking frequency, and be			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	continuously adjustable, gentle start-up.			
	• Durable shaking device, easily removable for cleaning			
	• It should have constant shaking frequency in continuous operation, independent on the load.			
	• All parts coming into connect with water shoul be made of "stainless steel"			
	• Adjustable water level regulated level regulator has the possibility of being mounted.			
	• Housing should be made of electronically galvanized sheet steel, powder coated.			
	• Shaking tray should be made of stainless steel with holes to accept clamps from 25 to 500 ml Erlenmayer flasks .			
	• The tray should be equipped with two handles reaching above water level			
	• It should have 0.1ºC temperature constancy, with different incubation temperatures			
	• It should work with reciprocating motion			
	• Temperature control should be done with electronic microprocessor			
	• It should work with 220 V-, 50/60HZ, 1.5 kW			

1.4 Sand Bath

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.4.1	**Equipment General Properties**			
	• It should have an aluminum hotplate			
	• Hotplate corners and edges should be subjected to guarantee an even temperature over the entire heating surface which is surrounded a stainless steel frame with a useable height			
	• Temperature should be suitable for boiling purposes.			
	• It should be controlled for variable temperature with thermostatic regulator			
	• It should be asbestos free			

1.5 pH-meter

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.5.1	**Equipment General Properties**			
	• It should have LCD screen and microprocessor controller			
	• It should be portable and have a carrying bag			
	• A plastic stand, Standard solutions and a glass pH electrode combined with a thermosensor should be given with the equipment			
	• The equipment should make measurement between this values: • -2.00…….+19.999 pH			

	• -999.9…….+999.9 mV • -5…….+105ºC			
	• The measurement sensitivity should be -/+ 0.005 pH, -/+ 0.3 mV, -/+0.1 ºC			
	• The equipment should have digital screen and measure pH and temperature at the same time			
	• Automatic measurement should be better than the value 0.002 pH			
	• The equipment should be automatically sleep when it is not used for a long time			
	• The equipment should work 3000 hours with 4 unit 1.5 V battery			
	• The equipment should have 500 data memory			
	• The equipment should be 2 years guaranteed for manufacturing faults except its electrode			

1.6 Dispenser

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.6.1	**Equipment General Properties**			
	• Suction and discharge valves should be easy to replace			
	• Guided discharge tube should effectively prevent "snip effect"			
	• It should have thread adapters			
	• It should be high resistant to chemicals			
	• Its accuracy should be 0.5 %			
	• It should be in following volumes: 0.2……l 0.4…..2 1…….5 2…….10			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	5… ….30 10……60ml			

1.7 Variable microliter pipettes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.7.1	**Equipment General Properties**			
	• The capacity of fixed volume pipets should be 100 µl, 200 µl , 250µl, 500 µl and 1000 µl			
	• The volumes of variable microliter pipets should be 100µl, 200µl, 1000µl, 5000µl			
	• Measuring accuracy should be ± 0.6-1.8			

1.8 Viscosimeter

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
1.8.1	**Equipment General Properties**			
	• It should have microprocessor controlled measuring unit.			
	• Kinematics viscosity measurement should be carried out by using glass capillary tubes			
	• Operation should be done by vacuum			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Operation without a PC should be possible			
	• Measuring range should be as follows: 0……9999.99 seconds with 0.01 seconds resolution 0.35……..5000 cSt			
	• Pumping pressure should be controlled automatically			
	• Suction should be up tp 160 mbar			
	• Pre-selectable number of measurements should be from 1 to 99			
	• A thermostatic bath should be supplied with the system adjustable between +5 ……..+105ºC			
	• Resolution of the thermostatic bath should be ±0.01ºC			
	• Inner chamber of the thermostatic bath should be made of stainless steel, outer surface made of galvanized steel.			
	• The front and back panel of the bath should be made of glass enabling the user to see the capillary tubes inside the bath			
	• A cooler should be supplied to enable operation in low temperatures			
	• Cooler should be CFC-free			
	• Outer casing of the unit should be made of chemically, resistant stainless aluminum			
	• Operating voltage should be 220-230 VAC /50-60 Hz			
1.8.2	**Accessories**			
	A mini-keyboard and a laser printer			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	A piece of "Ubbellohde" type viscometer tube			
	A piece of measuring stand with optical sensor			

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

2.1 Advanced Computer- Aided DIAgnostic System For Lifts

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.1	**SCOPE:**			
	These technical specifications cover the characteristics of an advanced computer aided diagnostic system for lifts. [Notebook and software aided ADIASYSTEM for tests referred to in TS EN 81-1 : 1998/A2 for electrical lifts and TS EN 81 –2 for hydraulic lifts.]			
	It shall have design examination calculation software complying with TS EN 81. It shall comply with the latest versions of TS EN 81-1 and TS EN 81-2.			
2.1.2.1	The system shall allow to carry out the following tests;[PC + Electronic Sensors (Accurate measurement) , Windows RS232]			
2.1. 2.1. 1	Distance measurement			
2.1 .2.1. 2	Travel Gause			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1. 2. 1.3	**Force Gause** : Traction Test 1. Theoretical background 2. The necessary hardware 3. Application of the traction test in practice. 3.1 Traction test at the car's side 3.2 Selection of the spring type The maximum design load of the set of plate springs is up to 6,000 N (maximum 7,300 N) in case of the normal spring (N) up to 10,000 N (maximum 16,000 N) in case of the hard spring (H). 3.3 Changing the set of plate springs 3.4 Replacement of the belt 3.5 Traction test at the counterweight's side 4. Balance measurement 5. Conclusions regarding the traction test for acceptance of new elevators			
2.1. 2.1. 4	**Travel Gause** : Speed			
2.1. 2.1. 5	Load measurement with **LOAD CELL** (Rope, Braking, Balance)			
2.1 .2.1. 6	**Force Gause** : Rope Forces			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.2.1.7	Pull test at counterweight side			
2.1. 2.1. 8	**Force Gause** : Balance Test			
2.1.2.1.9	Delay measurement; It shall be provided with a sophisticated microprocessor controlled data logger with acceleration sensor. (**Data Logger** : Acceleration, Pressure **Gause** : Pressure)			
2.1.2.1.10	Data logger **Adilog** + ring – buffer memory. The configuration of the default settings of the data logger perfectly matches for the safety gear test: Deceleration range : - 10 g Sampling rate : 5,000 Hz Resolution : 8 bit half scale Memory capacity : 32,768 Byte Pre-history : 1,024 values before trigger event that means, to conduct a safety gear test,			
2.1.2.1.11	**Safety gear test with data logger** 1 .Theoretical background.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	2 .The necessary hardware. 3. Application of the safety gear test. 3.1 Safety gear test in practice 3.2 Data Transfer from Logger to PC 3.3 Evaluation of the Findings Shown in Diagram. 3.4 Scope of Application 3.5 Typical Examples of Safety Gear Test Diagrams. 3.6 Safety Gear Test under the Condition of a Free Fall. 3.7 Consideration of the Engaging of the Safety Gear. 3.8 Keeping the Machine Brake Released. 3.9 Overstress due to a Safety Gear Test with an Empty Car? 3.10 Disengagement of the Safety Gear 3.11 Graphic Presentation of the Safety Gear Test 4. Conclusions regarding the safety gear test for acceptance of new elevators 1 .Theoretical background 2. The necessary hardware			
2.1.2.1.12	Acceleration measurements along driving distance. (**Data logger :** Acceleration)			
2.1.2.1.13	**Vibrations Test**			
2.1.2.1.14	**On-Line or Data Logging :** Newly developed transducer 1- **Force Gause :** Masses			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	2 -**Door Gause :** Door Features			
2.1.3	All tests and operations shall be monitored on the screen.			
2.1.4	The test results shall be printed out by means of a printer.			
2.1.5	The device shall be provided with a pressure converter and associated adaptors. (It should be possible to carry out the tests on hydraulic lifts)			
2.1.6	It shall also be possible to carry out the following tests on hydraulic lifts. 1- Measurement of hydraulic pressure 2- Measurement of acceleration 3- Re-leveling test (Pressure relief valve adjustment) **Re-levelling test** The following data are required for the calculation: ▪ rated load ▪ piston diameter (alternatively piston area or circumference) ▪ number of pistons ▪ indirect suspension (if any) In case telescopic pistons are used, the computed area can be found 4- Tube failure test 5- Driving quality test: These tests shall be monitored on the screen (also graphically) and printed out.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.7	Other technical details of the device shall be clearly indicated in the proposal.			
2.1.8	**Parts list of Complete ADIASYSTEM Equipment kit , without PC (Supplementary Essential Parts)**			
2.1.8.1	**ECE – 1** Quantity ADIASYSTEM equipment case, aluminium with file holder			
2.1.8.2	**PFI - 1** Quantity PC tray and foam insert for equipment case Not: PC fixation on hinged aluminium plate for PC IBM ThinkPad X32)			
2.1.8.3	**EFI - 1** Quantity Foam insert for equipment case (if delivery is not with PC IBM ThinkPad X32) Note: The foam insert provides space for the standards transducers. Final adjustments to match the exact size of the PC are to be made by the user.			
2.1.8.4	**DL- 1** Quantity Data logger ADILOG II Parts for deceleration measurement: +/-10g-accelerometer, 32kB memory Optional spare parts: Axle for spring scale (SCA) Fixing pin for spring scale (SCF)			
2.1.8.5	**CCL - 1** Quantity Transmission cable: PC - data logger. Note: plug in the end marked "PC" to the PC port only.			
2.1.8.6	**PSL - 1** Quantity Plug-in power supply for data logger			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.8.7	**FBL- 2** Quantity Fixing belts for data logger			
2.1.8.8	**SPS- 1** Quantity Spring scale for rope force measurement Parts for traction measurement: **SPC - 1** Packing unit			
2.1.8.9	**DG - 1** Quantity Digital dial gauge for spring scale			
2.1.8.10	**CSS - 1** Quantity Set of calibrated plate springs (1 normal + 1 hard) Calibrated spring, N(ormal) (CSN) Calibrated spring, H (ard) (CSH) CSN 1 Packing unit CSH 1 Packing unit CSS 1 Packing unit Note: Delivery with calibration file(s) and calibration diagram (PDF file) on diskette.			
2.1.8.11	**RHL - 1** Quantity Rope hook (light weight) with 2 wrenches for socket screws			
2.1.8.12	**RHO - 1** Quantity Opposite for rope hook , light weight. for rope □6-11 mm and □11-19 mm			
2.1.8.13	**RSS -8** Quantity Screws for rope hook ,light DIN 912 M6x35 mm (RSS)			
2.1.8.14	**FRSL – 8** Quantity Screws for rope hook (light), DIN 912 M6x45 mm (RSL)			
2.1.8.15	**RHH - 1** Quantity Rope hook (heavy duty)			
2.1.8.16	**RHO1 - 1** Quantity Opposite part for rope hook, heavy duty Screws tempered, black for rope □ 6-11 mm			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.8.17	**RHO2 - 1** Quantity Opposite part for rope hook (heavy) 11-19 mm			
2.1.8.18	**- 1** Quantity Flex head nut spanner			
2.1.8.19	**RHN - 8** Quantity Nuts for rope hook , heavy duty Tube -1 Quantity			
2.1.8.20	**BEL - 2** Quantity Belt 2 m length			
2.1.8.21	**BFR - 2** Quantity Belt fixation, O-rings			
2.1.8.22	**BET - 1** Quantity Belt tightener with belt 6 m length with 2 shackles. Note: For generating belt force (traction test) (machine-room-less elevators) Scope of delivery : 1 belt tightener + 1 belt 6 m length Belt, 2 m length (BEL) Belt, 6 m length (BEL 6) BEL 2 Packing unit BEL 6 1 with 2 shackles Note: BEL 6 for specific applications in hoist way, together with belt tightener			
2.1.8.23	**GEN2D - 1** Quantity Rope hook for OTIS Gen 2 elevators with double wide belts. (for traction test) **GEN2-1** Quantity Rope hook mounting for			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	OTIS GEN2 elevators (for traction test / fits for both types of rope hook)			
2.1.8.24	Parts for distance / Speed Measurement: **DGH - 1** Quantity Distance gauge , with adjustable handle **DGr - 1** Quantity Roller for distance gauge			
2.1.8.25	**DGO - 3** Quantity O-rings for distance gauge Note: For measurements on even surfaces, i.e. handrail of escalator. Re-adjust the setting of the device: Options – Distance factor – Secondary			
2.1.8.26	**DGL - 5** Quantity Rubber lining for distance gauge			
2.1.8.27	Components for hydraulic pressure measurement: **DPT - 1** Quantity Dual range pressure transducer (USB) 0 - 100 bar / 0 - 250 bar Note: for Windows-Version only			
2.1.8.28	**UTC - 1** Quantity USB transmission cable DPT with EMC protection			
2.1.8.29	**PTA - 1** Packing Unit Quick coupling Adapter for testing gauge, hydraulic control block (M20x1,5mm thread)			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.8.30	**PTE - 1** Packing Unit EN adapter (½" thread) Quick coupling for hydraulic control block.			
2.1.8.31	**HCT - 1** Quantity Hose coupling for transducer			
2.1.8.32	**DTC - 1** Quantity Direct transducer coupling			
2.1.8.33	**DBX - 1** Quantity **Windows interface**, trigger interface box and power supply (USB), transmission Cable. Note: USB port of DBX is for power supply only All communication is via the serial cable. **Windows interface**, PS/2-compatible IBX 1 Packing unit Note: PS/2 port is for power supply only All communication is via the serial cable.			
2.1.8.34	**U2B - 1** Quantity USB to serial converter with software drivers. RS232 adapter.			
2.1.8.35	**TRC- 1** Quantity Trigger cable			
2.1.8.36	**1** Quantity Floppy disk with the calibration files of the plate springs (N and H) Drivers for USB pressure transducer			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.8.37	*Best. - Nr. VE .* **AUK - 1** Active USB transmission cable 5 m extension of transfer distance to the PC (maximum distance 15 m)			
2.1.8.38	New devices: **Mobile evaluation unit (MEU)** for exchangeable transducers Order acronym / Packing unit **MEU - 1** together with **MEU load cell for power operated doors and mass forces** Order acronym / Packing unit **POD - 1** **MEU + POD**			
2.1.8.39	together with **MEU gauge for elevator doors** Order acronym / Packing unit **EDG - 1** **MEU + EDG**			
2.1.8.40	**Mobile computer**			
2.1.8.40.1	**Type :** Your gateway to professional mobile working			
2.1.8.40.2	Pass Mark Score **:** > 210			
2.1.8.40.3	Memory : 512 MB			
2.1.8.40.4	Hard disk drive : 80 -100GB			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.1.8.40.5	Graphics : 64 MB shared			
2.1.8.40.6	Screen : 14"			
2.1.8.40.7	NIC : Wifi &10/100Mb			
2.1.8.40.8	Backup Solution : NA			
2.1.8.40.9	Weight : < 3.5 Kgs			
2.1.8.40.10	Power : > 3-4 hrs Battery Life			
2.1.8.40.11	Other :1xUSB Optical Wheel Mouse			
2.1.8.40.12	DVD +/- RW			
2.1.8.40.13	1xLaptop Carry Case			
2.1.8.40.14	Sound Card			
2.1.8.40.15	System Software **:** Microsoft® Windows® XP Professional SPR2 Office 2003 small Business Edition or equivalent, Full Anti Virus Package with 2 year updates			
2.1.8.41	**Printer**			
	TECHNICAL SPECIFICATIONS **(PRINTER + SCANNER + COPY + FAX)**			
2.1.8.41.1	**Printer :**			
	Printing speed: a) Monochrome; Up to 20 ppm b) Colour; Up to 15 ppm			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Print resolution: Up to 1200 x 6000 dpi			
	Paper Capacity: Standard Up to 100 sheets			
	Interface: Standard USB			
2.1.8.41.2	**Scanner:**			
	Scan to;E-mail, OCR, image or file			
	Resolution: Optical: Up to 600 x 2400 dpi Interpolated: Up to 19,200 dpi			
2.1.8.41.3	**Fax :**			
	ECM (Error Correction Mode): Where machines share the ECM feature, errors during transmission are corrected automatically ensuring received documents are error free			
2.1.8.41.4	**Copy:** PC Free Copying: Yes Resolution: Up to 600 x 1200 dpi			
	Photocapture Centre : Print digital images direct from SmartMedia, Compact Flash, Memory Stick, Memory Stick Pro, Secure Digital and xD Picture Card.			
2.1.8.41.5	**Weight:** 5.5 Kg			

2.2 Insulation Tester

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.2.1	**NOMINAL OPERATING CONDITIONS:** • Measurement voltage: 250V,500V and 1000V • Measurement voltage : Accuracy (R -10M) ± 10% of programmed value • Measurement current....1,0mA/÷1,2mA • Operating temperature range -10÷+40°C			
2.2.2	**COMPLIANCE WITH STANDARDS**: • EN 61010-1:2001 • EN-61557-2 • EN-61557-4 • measurement category Cat. III 300V			
2.2.3	**OTHER :** • Measurement frequency for Riso : ca. 3/s • Display : LCD 3,5 digits 14mm • Power supply : two R6 (AA) batteries or Ni-Cd R6 battery package • Auto-of : ca. 120 seconds • Dimensions :230 x 67 x 33mm • Weight :ca.300g • storage temperature :-20÷+60°C			
2.2.4	**Voltage:** **Range Resolution Accuracy** **0-600V.** 1V (3% m.v. +2 digits) 200... 1999k 1k (±3%m.v 2,00...19,99M 0,01M +8 digits) 20,0...199,9M 0,1M 200... 1000M 1M			
2.2.5	**Protective circuits and junctions continuity measurements** 0,00...19,99 0,01 (± 2% m.v. 20,0...199,9 0,1 +3 digits)			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	200.. .399 1			
2.2.6	**Resistance low - voltage measurement** 0,0...199,9 0,1 (± 4% m.v. +3 digits) 200...39,9 1			
2.2.7	Front glass, porthole,			

2.3 Pens Ampermetre 400A. AC/DC

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.3.1	**Fully automatic**, RMS AC & DC			
2.3.2	**Clamping:** ø 26mm			
2.3.3	**AC and DC intensity**: 0.20 to 40/400A (600A peak)			
2.3.4	**AC and DC voltage**: 0.20 to 40/400/600V (900V peak)			
2.3.5	**Temperature** (int, ext, °C, °F) by K couple auto AC / DC - Hold			
2.3.6	Automatic DC zero			
2.3.7	**Resistance:** 0 to 4kΩ			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.3.8	Continuity / buzzer			
2.3.9	Diode test			
2.3.10	Min/max/peak			
2.3.11	Automatic lead compensation			
2.3.12	backlit display			
2.3.13	Range overrun buzzer			
2.3.14	Battery charge level			
2.3.15	Automatic stop			
2.3.16	**EN 61010-1 & EN 61010-2 -032 600V - cat.III safety**			
2.3.17	Dangerous voltage signal			
2.3.18	Dimensions: 70x193x37mm weight : 260g			
2.3.19	an equipment (device) which is manually portable			
2.3.20	Front glass, porthole			

2.4 Digital Luminance Meters

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.4.1	**Standard Capacities (=Emax) 5000 Kg**			
2.4.2	Accuracy Class According to OIML R-60 **C_3**			
2.4.3	Max. Number of Verification Intervals (nlc) 3000			
2.4.4	Minimum Verification Interval (Vmin) Emax/10000			
2.4.5	M Emax/ 20000inimum Verification Interval type **MR**2			
2.4.6	Combined Error %S ≤ ± 0.0200			
2.4.7	Non-Repeatability %S ≤ ± 0.0100 Min.Dead Load Output Return1 %S ≤ ± 0.0167 Creep Error (20-30 Minutes)1 %S ≤ ± 0.0053 Temp. Effect on Min. Dead Load Output $(MR)^2$ %S/5^0 EC ≤ ± 0.0035 Maximum Safe Overl Load % Emax 150			
2.4.8	**Max. Excitation Voltage** : 15 V. Rated Output (=S) mV/ V 2			
2.4.9	**Zero Balance** %S ≤ ± 1.0			
2.4.10	Input -Output Resistance Ω1000 ±10 Insulation Resistance MΩ ≤ 5000			
2.4.11	Compensated Temperature : Range ^{0}C -10...+ 40 Storage Temperature : Range ^{0}C -40...+ 90			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.4.12	Element Material (DIN) Stainless Steel 1.4542			
2.4.13	Sealing (DIN 40.050 / EN 60.529 IP66 and IP68			
2.4.14	SC-Version (Current Calibration) Standard			
2.4.15	Recommended Torque on Fixation Bolts Nm 50 --6 75 (550 for 5t version)			
2.4.16	ATEX opt. for potent. explosive atmospheres II1G EEx ia IIC T4/T6, II2D			

2.5 Load Cells

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.5.1	**DISPLAY :** 1999 COUNTS. DIGIT IS 13mm HIGH.			
2.5.2	**RANGES :** 0~2000Lux±5%,2000~19990Lux±5%,20000~50000Lux±5%			
2.5.3	**PHOTO DECTECTOR :** ONE SILICON PHOTO DIODE WITH FILTER			
2.5.4	**PHOTO DECTECTOR LEAD LENGHT:** 150cm (approx)			
2.5.5	**PHOTO DECTECTOR SIZE :** 83x52x20.5mm			
2.5.6	**OWER :** 6F22 (9V)x1			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
2.5.7	**SIZE : 125.5 x 72 x 27mm**			
2.5.8	**WEIGHT :** APPROX. 180g (Including battery)			
2.5.9	Front glass, porthole,			

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

3.1 Trucks

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
3.1.1	**Equipment General Properties**			
	• **Steering** Steering must be hydraulic and adjustable			
	• **Differential** Gear Box must have 9 at least forward and 1 backward shift. Differential must have at least one speed and locking system			
	• **Power take off** On the truck body coupled power take off- PTO must be mounted			
	• **Brake System** Brake system must have at least ABS +ASR, air dry heater,			
	• **Tires** Tires must be at least 315/80 R 22.5 size and tubeless (12+1), Spare tires must be with the rim,			
	• **Axels** Truck must have at least 4 axels			
	• **Truck capacity**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Maximum loaded capacity must be 32 tons			
	• **Fuel tank capacity** Fuel tank capacity must be minimum 450 lt			
	• **Driver Cab** Driver Cab; steel sheet, two sleeping baths and to be folded front side. Automatically controlled left and right windows, tachometer and radio – type, Inside of the Cab additional heater (webasto)			
	• **Electrical Supply** Electrical supply: D C 24 V			
	• **Repair set** For each truck must have car lifter, wrench for rim, set of wrench offered by manufacturer,			
	• **Color** Color must Pastel orange, RAL-Code 2003 Introductory sign or mark which is ordered by administration shall be put on the trucks by manufacturer			
	• **GPSR System** Trucks must be equipped with GPSR (Mobile Data Service) System			
3.1.2	**Accessories**			
	• Standard accessories for maintenance and repair			
3.1.3	**Additional Requirement** • Trucks must have been so designed that they have balancing and supporting system during its operation,			
	• Truck and the equipment on the truck body shall satisfy EU Legislation,			
	• Technical support and service care must be given,			

3.2 Cranes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
3.2.1	**Equipment General Properties**			
	• **Lifting Capacity** Lifting capacity of the crane must be 1 m/25 tons, 3 m/8 tons, 4,5 m/6 tons, 10 m/2 tons;			
	• **Type of the Crane** Cranes must be U Type foldable, three stage, hydraulic boom crawler, Cranes must have hub circle with the gear mechanism, rotation ability around 360 ˚ and double safety lock system,			
	• **Control of the Crane** Control of the crane must be made on the **item 1.1 Truck** body from seat ,			
	Differential must be mounted on back			
	• **Color of the Crane** Color must be pastel orange, RAL-Code 200			
3.2.2	**Accessories**			
	• Standard accessories for maintenance and repair			
3.2.3	**Additional Requirement**			
	• Crane shall be mounted on the knitted chassis of **item 3.1 Truck**			

3.3 Etalon Weights (3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
3.3.1	**General Properties**			
	• 500 kg weights must be Class M1 • 100 kg weights must be Class M1 • 50 kg weights must be Class M1 • 5 kg weights must be Class M1 • 2 kg weights must be Class M1 • 1 kg weights must be Class M1 • Etalon weights shall satisfy the Recommendation of OIML R111 Etalon Weights shall be sealed after inspection and adjustment has been made			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	before the delivery.			
3.3.2	**Standard Method**			
	EN 45501			

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

4.1 Fuel Measuring System

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
4.1.1	**Equipment General Properties**			
	• Volume Measure Sets Volume Measure Sets must have 2, 5, 10, 20, 50 Liters of volume measures Each volume measure sets(2, 5, 10, 20, 50 Liters) must be made from stainless steel sheet (Cr-Ni) Volume measure set shall have so installation that let the air in it. All the volume measure set shall be delivered as calibrated and sealed.			
	• **Filling gap** Filling gap of the volume measure set (2, 5, 10, 20, 50 Liters) must be suitable for pomp gun which has higher flow rate.			
	• **Endurance of the material** The material used shall be endure the fuel which is in the volume measure set.			
	• **Calibration** Calibration operation must be done by the adjustment pistons which are placed each volume measure set and must have suitable sealing system.			
	• **Power supply for discharging operation** Discharging operation of the volume measure set must be done by using DC voltage of vehicles. Transfer pomp must be suitable to this voltage. The voltage value of the vehicles which shall be supplied by the beneficiary (that			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	the Fuel measuring system shall be assembled on) is "DC 12 volt 120 Amper".			
	• **Control connections** Control connections shall be from the transparent hose.			
	• **Precaution for Interference** For all the measuring unit must be taken on safety measure to prevent interference from outside.			
	• **Reading Scales** Reading scales on the volume measure set must satisfy the rule of the scale intervals on the first element must be in the form of 1x10n, 2x10n, or 5x10n and they are designed for easy reading after drawn with pantograph. Reading glass on the volume measure set must be not easily damaged type.			
	• **Volume measure flaks** Volume measure flaks must be so designed that fuel freely moves by gravity without any resistance during discharging to the tanks and remains no fuel in them. Determination of the static liquid volume measure flasks which is made from metal shall be made according to the Regulations of International Legal Metrology Organization (OIML) and it has been a calibration certificate given by a traceable accredited body.			
	• **Fuel Pumps** Fuel transfer pump Discharge hose Manual transfer pomp (40 L/dk)			
	• **Fuel Tanks** Fuel tank with a capacity of 60 liters (quantity: 2) According to fuel type, diesel oil and petrol there must be 2 tanks made from stainless steel sheet which they have a capacity of 60 liters. These two thanks must be coupled by each other with spherical valve. Tanks must be manufactured from stainless steel (Cr-Ni) sheet (2mm) and the surfaces must be grinded, burnished and polished. Outlet must be			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	spherical tap. For flow control they must be connected to the collecting installation or pot with a transparent hose. This must be dischargeable with an additional pomp.			
	• **Inside dimension of the vehicle** Inside dimension of the vehicle which the volume measure set and the auxiliary equipment will be assembled; 1150 X 1100 X1250 (height)			
	• **Fuel measuring system shall be assembled on the vehicle which shall be supplied by the beneficiary.**			
4.1.2	**Accessories**			
	Standard accessories for maintenance and repair			
4.1.3	**Standard Method**			
	EN ISO 4267-2 EN ISO 7278-1 , 2			

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

5.1 Etalon Weights (5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.7)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
5.1.1	**General Properties**			
	• Weights of 1 kg must be Class F2 • Weights of 2 kg must be Class F2 • Weights of 5 kg must be Class F2 • Weights of 10 kg must be Class F2 • Weights of 20 kg must be Class F2 • Weights of 50 kg must be Class F2 • Weights of 500 kg must be Class F2			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Calibrated and certificated.			
5.1.2	• Weights shall satisfy the Recommendation of OIML R111			

5.2 Weight Sets (5.2.1, 5.2.2, 5.2.3)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
5.2.1	**General Properties**			
	• weight sets of 1mg to 5 kg must be class F1 • weight sets of 1mg to 5 kg must be class F2 • weight sets of 1mg to 2 kg must be class F2 • Calibrated and certificated.			
5.2.2	• Weights shall satisfy the Recommendation of OIML R111			

5.3 Nominal Filling Quantity Inspection Equipments (5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.6, 5.3.7)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
5.3.1	**General Properties**			
	• Cylindrical Glass Pycnometers (50 ml) Class : A Calibration : Calibrated (with certificate)			
	• Cylindrical Glass Pycnometers (100 ml) Class : A Calibration : Calibrated (with certificate)			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Metal Cylindrical Pycnometers with stoppers (100 ml) Class : A Calibration : Calibrated (with certificate)			
	• Measuring Cylinders with plastic base (100 ml) Class : A Calibration : Calibrated (with certificate)			
	• Automatic pipette (1000 – 5000 µl) Class : A Calibration : Calibrated (with certificate)			
	• 50 ml Volumetric glass flasks Class : A Calibration : Calibrated (with certificate)			
	• Volumetric glass flasks (100 ml) Class : A Calibration : Calibrated (with certificate)			

LOT-6: CHEMICAL TESTING EQUIPMENTS FOR TCMB LABS

6.1 PEDX-RAY FLUORESCENCE SPECTROMETER (PEDXRF)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.1.1	**Equipment General Properties**			
	• The spectrometer should be analysis of the elements from Na(11) to U(92)			
	• X-ray tube should be Pd anode and Max. power 50 W			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Systems should have up to 8 programmable targets			
	• System should be equipped with efficient peltier cooling system			
	• Sample Chamber should hold 12 sample cups 32 mm diameters			
	• Optical components should be isolated and protected from moisture			
	• Validation shall be possible in the system			
	• X-Ray detector should be energy-dispersive Si(Li) and cooled using liquid nitrogen			
	• For higher energy resolution system should be equipped with the following targets: HOPG, B_4C, Al_2O_3, Mo, Al, Ti			
	• It should be possible to perform the analysis under vacuum, air or inert gas (He)-flush.			
	• Instrument should work under Windows base software			
	• Instrument must be Polarize EDXRF			
	• Detection Limits should be lower then 2 ppm for heavy elements like Cd, As, Pb, Sn, Hg			
	• Instrument should not need external cooling unit			
	• Instrument should be able to analyze unknown liquid and solid samples with standartless method			
	• Software should be able to correct overlap or matrix effects automatically			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Software should be able to compare unknown samples with Standard samples during analysis			
	• Instrument should be calibrated for customer requirements			
	• Instrument should be delivered with UPS which has enough power for the instrument..			
	• System should be delivered with enough consumables for analysis of 10000 samples.			
6.1.2	**Accessories**			
	• System should have IBM compatible PC, Monitor and Printer. PC requirement should be at least as follows: Passmark score > 350, 512 MB RAM, 60 GB hard Disk, Ethernet Board			
	• Sample cups for liquids			
	• Prolene film			
	• Fusion types sample plates			
6.1.3	**Standard Method**			
	• EN 196-2			

6.2 SIMULTANEOUS INDUCTIVELY COUPLED PLASMA OPTIC EMISSION SPECTROMETER (ICP)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.2.1	**Equipment General Properties**			
	• The instrument with solid-state detector which can analyse 70 elements at the same time, should be computer controlled simultaneous ICP			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Emission Spectrometer.			
	• All elements that can be analyzed with ICP technique should be analyzed simultaneously by the spectrometer and while entering new elements to the program no damage should come to the software.			
	• The spectrometer should have holographic grating design.			
	• The optical system should have multi-CCD detector and the first order of the elements should be used which the highest intensity level can be read.			
	• The plasma should be observed axially by the optical system and wavelength aperture must be between 125-770 nm.			
	• The RF generator should be stable, air-cooling, free running with 27.2 MHz			
	• Gas leakage and the plasma power values of the system should be automatic and computer controlled.			
	• The RF shield of the instrument should provide all international standards for RF emissions.			
	• Plasma ignition should be computer controlled and full automatic.			
	• The system must continuously control water leakage, the Argon pressure, the door locks of plasma, and stability of plasma. In any kind of error plasma should shut down automatically.			
	• For the application of the high quantity of the total dissolve solid material in the system must include Argon humidifier.			
	• The torch unit must be easily demountable.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• The torch and the sample transferring system should enable different samples to be analyzed.			
	• The original licensed software should be given with the system.			
	• Certificated standard solution for at least 50 elements should be given with the instrument (the name of the elements will be determined later). Wavelength calibration standard should be given separately. If the calibration of the instrument is made by the producer abroad according to needed parameters; one recalibration solution must be given.			
	• For the samples that include HF, one HF sample introduction system should be given.			
	• With the instrument one concentric nebulizor, sprey chamber and torch unit must be given.			
	• With the instrument 2 full Argon bottles and regulator must be given.			
	• With the instrument the hydride system that can analyze elements in ppb degree should be given in order to analyze the element that form hydride.			
6.2.2	**Accessories**			
	• System should have IBM compatible PC, Monitor and Printer. PC requirement should be at least as follows: Passmark score > 300, 512MB RAM, 60GB hard Disk, Ethernet Board			
	• Microwave digestion system for sample preparation for ICP with following specifications:			
	Microwave unit: -Power supply: 220-230V 50-60 Hz			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	-Installed Microwave power 1.600W (2x800W= 2 magnetrons) -Delivered Microwave power: 1.000W -Microwave cavity: all stainless steel with 5 layers of plasma applied PTFE or equivalent coating -Built-in acid resistant high flow exhaust system			
	Microwave control: -The microwave unit must be controlled by a dedicated external terminal -The terminal must have a serial port for connection to external PC -All the parameters such as Time, Temperature, Pressure, Microwave Power can be monitored by an external PC			
	Vessels design and technical features: -The vessels must be provided with relief valve for safe venting and resealing of the vessel -The vessels must be able to operate without any rupture disk or membrane -The vessels must be provided with external indicator ring to prevent loss of volatiles elements (Hg, Se, etc.) -Vessels must be able to reach up to 100 bars (1500 psi) and 300°C -The rotor must be able to accommodate up to 10 vessels operating simultaneously -Minimum vessel volume must be 100 ml -Vessel material must be TFM–PTFE or equivalent -All the vessels must be closed/opened at the same force using a dedicated tension wrench for maximum safety operating conditions			
	Temperature-Pressure control and monitoring: -The microwave unit must be provided with internal temperature monitoring and control for up to 300°C in a reference vessel -The microwave unit must be provided with automatic pressure sensor to monitor reaction pressures up to 100 bars (1500 psi) in a reference vessel			
6.2.3	**Standard Method**			
	• EN 196-2			

6.3 Vacuum Oven

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.3.1	**Equipment General Properties**			
	• Temperature range: 250°C			
	• Digital display resolution: 0.1°C			
	• Temperature fluctuation at 100°C: +/- 2°C			
	• Microprocessor temperature control with timer function			
	• Stainless steel interior			
	• Heat-treated glass window on the door.			
	• Over temperature shut-off			
	• Fully automatic digital vacuum control through solenoid valves adjustable from 10 mbar up to 1100 mbar with a resolution of 1 mbar			
	• Digital display of actual pressure from 5 mbar up to 1100 mbar with integrated range change at 1 bar			
	• two programmable, digitally controlled connections for air and inert gas			
	• CE certificate of the manufacturer with measurement tests			
	• Vacuum Gauge : -760 mm Hg/+1 bar			
	• Vacuum Gauge Reading Sensitivity: 40 mm Hg			
	• 2 thermoshelf of stainless steel material			
6.3.2	**Capacity**			
	Min. 40 liter			
6.3.3	**Standard Methods**			
	EN 459 -2			

6.4 Balance (0.1 mg)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.4.1	**Equipment General Properties**			
	• Digital			
	• Weighing range: at least 0-200 g			
	• Readability : 0.1 mg			
	• Reproducibility : 0.1 mg			
	• Linearity: +/- 0.2 mg			
	• Response time : 3 seconds			
	• Certificate of the manufacturer with measurement tests			
	• Minimal dimensions of the weighing plate: 70 mm, round or square			
	• Weighing cabinet with 3 door			
6.4.2	**Accessories**			
	• One set of calibration weights			
6.4.3	**Capacity**			
	Min. 200 g			
6.4.4	**Standard Methods**			
	EN 459 -2			

6.5 Balance (10 mg)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.5.1	**Equipment General Properties**			
	• Digital			
	• Weighing range: at least 0-1000 g			
	• Readability : 10 mg			
	• Reproducibility : 10 mg			
	• Linearity: +/- 20 mg			
	• Response time : 3 seconds			
	• Certificate of the manufacturer with measurement tests			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Minimal dimensions of the weighing plate: 100 mm, round or square			
6.5.2	**Capacity**			
	Min. 1000 g			
6.5.3	**Standard Methods**			
	EN 459 -2			

6.6 Balance (100 mg)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
6.6.1	**Equipment General Properties**			
	• Digital			
	• Weighing range: at least 0-5000 g			
	• Readability : 100 mg			
	• Reproducibility : 100 mg			
	• Linearity: +/- 200 mg			
	• Response time : 3 seconds			
	• Certificate of the manufacturer with measurement tests			
	• Minimal dimensions of the weighing plate: 170 *170 mm, square			
6.6.2	**Capacity**			
	Min. 5000 g			
6.6.3	**Standard Methods**			
	EN 459 -2			

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENTS FOR TCMB LABS

7.1 Mortar Mixer

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.1.1	**Equipment General Properties**			
	The Mortar Mixer shall consist essentially two main parts: The Stainless Steel Bowl and Stainless Steel Blade. The shape and the dimensions of both equipment are defined in Accessories. The mixer should be designed such a manner that the Bowl height in relation to the Blade and the gap between bowl and the blade can be finely adjusted and fixed.			
7.1.2	**Accessories**			
	Stainless Steel Bowl: The capacity is 5 Lt. It can be fixed securely to the mixer frame during mixing			
	Stainless Steel Blade: It revolves about its own axis as it is driven in planetary movement around the axis of the bowl at certain speeds by a electric motor fixed to the Mixer Frame. The two directions of the rotation shall be opposite Rotation Planetary Movement Low Speed 140 ± 5 62±5 High Speed 285±10 125±10			
7.1.3	**Standard Methods**			
	EN 196 -1			

7.2 Mixing Palets

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.2.1	**Equipment General Properties**			
	Made of stainless steel: The shape and the dimensions are given in EN 196-1 standard			
7.1.2	**Standard Methods**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	EN 196 -1			

7.3 Mixing Bowls

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.3.1	**Equipment General Properties**			
	Made of stainless steel: The shape and the dimensions are given in EN 196-1 standard			
7.3.2	**Standard Methods**			
	EN 196 -1			

7.4 Compression Plates

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.4.1	**Equipment General Properties**			
	• Made of hard Steel or preferably tungsten carbide with a hardness of at least 600 Vickers			
	• at least 10 mm thick, 40 ±0,1 mm wide and 40 ±0,1 mm long			
	• Flatness tolerance over the entire surface shall be 0,01 mm			
	• Surface texture according to ISO 1302 is not smoother than N3 and rougher than N6			
7.4.2	**Standard Methods**			
	EN 196 -1			

7.5 Automatic Vicat Device

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.5.1	**Equipment General Properties**			
	• 12 Measuring place, 300 g drop weight			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Set of Vicat Needles (12 Needles), 1,13 mm diameter			
	• Cover for Higher humidity			
	• Thermostat for precise controlling of the temperature in the test tank			
	• PC System for the test device (preferably latest version of the Windows			
	• VGA Colour Monitor 17 "			
	• Colour Ink Jet Printer			
7.5.2	**Accessories**			
	Vicat Mould (Quantity of 12): -Truncated Conical form 40 ± 0,2 mm deep, has a internal diameters at top and bottom of 70 ± 5 mm and 80±5 mm respectively. Plunger (Quantity of 3): Made of non-corrodible metal in the form of a right cylinder of 50±1 mm in length and 10,00±0,05 mm in diameter			
7.5.3	**Standard Methods**			
	EN 196 -3			

7.6 Climatization Sysytem

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.5.1	**Equipment General Properties**			
	• Office type Air condition device with a capacity of 90 m3			
	• It has the ability of heating and cooling with a thermostatic system			
7.5.2	**Standard Methods**			
	EN 196 -1,3			

7.7 Set of Sieves

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.7.1	**Equipment General Properties**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Test sieve, comprising a firm, durable, non-corrodible, cylindrical frame of 150 mm to 200 mm nominal diameter and 40 mm to 100 mm depth, fitted with 45, 90, 63 , 125 and 150 µm mesh sieves cloth of woven stainless steel, or other abrasion-resisting and non-corrodible metal wire			
	• The sieve cloth shall comply with the requirements of table 1 of ISO 565-1983 and ISO 3310/1 and shall be free of visible irregularities in mesh size when inspected optically by the methods of ISO 331O/1. A tray fitting beneath the sieve frame and a lid fitting above it shall be provided to avoid loss of material during sieving			
	• CE Certificate of the manufacturer with measurement tests			

7.8 Crushers

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.8.1	**Equipment General Properties**			
	• A laboratory Plate mill capable of reducing the grains under 10mm sieve size			
	• Plates are adjustable and made of stainless steel			
	• Relative speed of the rotation of the plates 200r / min.			
	• Plates are Serrated			

7.9 Fire Resistance Test Device

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.9.1	**Equipment General Properties**			
	Heat Conductivity Device :			
	• Calibrated Heat Flow Transducer			
	• Guarded Heat Flow Meter			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Temperature Sensors Sensitivity of 0,02 0C			
	• Capacity to generate heat in -20 to 1200 0C temperature range			
	• - Fully Computer Controlled			
7.9.2	**Standard Methods**			
	EN 13501-1,2			

7.10 Crushing Test Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.10.1	**Equipment General Properties**			
	Loading error maximum ± % 3, repeatability error maximum ± %2 in compression			
7.10.2	**Accessories**			
	Loading Plates : - Made of strong wooden or metal with a 170 ^{0} angle with V shape - Plate length shall be equal to test sample.			
7.10.3	**Capacity**			
	150- 200 ton			
7.10.4	**Standard Methods**			
	EN 588-1			

7.11 Micro-Deval

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.11.1	**Equipment General Properties**			
	• Heavy welded main frame, free standing on adjustable anti-vibration pads. Hinged cover with inspection window and safety motor cut-out, activated when cover is raised Twin roller assembly running in self lub bearings, driven by a heavy duty enclosed geared motor and timing belt reduction			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Rollers covered with wear resistant rubber and fitted with guide discs to accommodate up to 4 stainless steel drums.			
	• Stainless steel drums include removable cover and watertight seals			
7.11.2	**Accessories**			
	• Stainless Steel Drums 200 dia x 154 mm			
	• 10 mm diameter-steel balls			
7.11.2	**Standard Methods**			
	EN 1097-1			

7.12 Resistance to Freezing and Thawing Apparatus

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.12.1	**Equipment General Properties**			
	Oven: An air ventilated oven which can maintain 110 ± 5 ^{o}C Balance: A 0.01 g sensitive balance Refrigerator: A heat – time controlled refrigerator Metal bowls: Non corrosive 0.6 mm thick metal bowls with 2000 ml capacity, 120 – 140 mm inner diameter, 170 – 220 mm inner height. Sieves: sizes of 0.063, 0.125, 0.250, 1, 2 mm, 200 mm in diameter conforming to the requirements designated in the table 1 of ISO 565-1983 and ISO 3310/1			
7.12.2	**Standard Methods**			
	EN 1367-1			

7.13 Grading of Fillers – Air Jet Sieving

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.13.1	**Equipment General Properties**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Air jet sieve: An air jet sieve within a pressure of 3 ± 0.5 kPa			
	• Ash Container connected to a vacuum cleaner.			
7.13.2	**Accessories**			
	• Soft brush:			
	• Plastic hammer:			
7.13.3	**Standard Methods**			
	EN 933-10			

7.14 Shape of Coarse Aggregate Apparatus (Caliper)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.14.1	**Equipment General Properties**			
	• Capable of measuring internal and external dimensions			
	• Measuring Range 0-300 mm			
	• Sensitivity 0,05 mm			
	• Digital type			
7.14.2	**Standard Methods**			
	EN 13043			

7.15 Alkali Silica Reactivity Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.15.1	**Equipment General Properties**			
	• Sieves : Square apertures in the range 0.250 mm,0.125 mm and 4 mm.			
	• Reaction Vessel : The reaction caps which are size given in Figure1 must be made from stainless steel or corrosion resistance metal with 50-75 ml			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	capacity and closing tightly lids.			
	• Water Bath .: Adjustable 80±10Cfor 24 hours by thermostat			
	• Colorimeter : Adjustable 410 mfn wavelength			

7.16 Los Angeles Abrasion Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.16.1	**Equipment General Properties**			
	• This equipment is used for measuring degradation of mineral aggregates from abrasion, impact and grinding			
	• Frame: Welded steel frame, 8 and 12 cm (steel profile)			
	• Power: Electromotor, dual voltage 110-220 V, 750 Watt, 1 Phase, Heavy duty speed reducer			
	• Drum Speed : 30-33 RPM			
7.16.2	**Accessories**			
	• Sieve No. 12			
	• Heavy Duty Solution Balance			
	• Drying Oven			
	• Mixing Bowl			
7.16.3	**Standard Methods**			
	EN 1097-2			

7.17 Accelerated Aggregate Polishing Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.17.1	**Equipment General Properties**			
	Specimens are manufactured in accurately machined and matched moulds:			
	• they are then removed from the moulds and locted on road wheel. Abrasives are continuously fed through fixed speed mechanical feeders,			
	• Flour emery is loaded on the tyred wheel by a spring loaded spreader plate; corn emery is fed directly to the specimen through a feed chute			
	• Water is introduced at a controlled rate from a self contained water supply,			
	• Used water and abrasives are collected in a removable tray,			
	• The tyred wheel is raised and lowered to the road wheel by a mechanical lifting device, these wheels are easily changed			
	A revolution counter is fitted to relate the speed of the machine to 315-325 rpm.			
7.17.2	**Accessories**			
	Set of four moulds			
	Corn emery, 6 kg packet			
	Flour emery, 6 kg packet			
	Friction tester: Spring loaded rubber shoe mounted on a pendulum arm which can be adjusted vertically from a rigid support column when in operation three adjustable feet base All bearings and working parts are enclosed where possible to protect them against wear and contamination Weight:31kg: Baseplate, 8kg ; Detachable scale, 350g; Replacement mounted rubber slider 20kg			
7.17.3	**Standard Methods**			
	EN 1097-8			

7.18 Nordic Abrasion Test Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.18.1	**Equipment General Properties**			
	Water proof drum: inside diameter:206.5 mm distance between top and bottom surface:335 mm type of drum: stainless steel, thickness: 6 mm thickness of lid of drum:8 mm			
	Wings: Number:3 Length of each wing:333 mm Each wing must be installed in drum ,being equal distance from each other and must be easily mounted.			
	Abrasive charge: Diameter:15 mm Type of charge: 62-65 HRC hardness			
	Motor: For rotating drum in rate of about 90 rpm			
	Counter: It can be automatically stopped the rotation of drum			
	Finisher			
	Magnet			
7.18.2	**Standard method**			
	EN 1097-9			

7.19 Fluidity Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.19.1	**Equipment General Properties**			
	NON – REACTIVE MATERIAL (STAINLESS STEEL OR BRASS) Top diameter: (152 ± 3) mm Bottom diameter: (10 ± 0.1) mm Height of cone: (280 ± 10) mm Length of neck: (60 ± 3) mm			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Volume of cone (except top and bottom cylindrical parts): 1.7 liter ± 10 %			
	Sieving part: 1.5 mm aperture attachable - detachable			
7.19.2	**Accessories**			
	• 1 liter vessel			
	• Chronometer			
7.19.3	**Standard method**			
	EN 445 (Cone method)			

7.20 Tensile Dynamometer

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.20.1	**Equipment General Properties**			
	• a dynamometer for determining the tensile strength with a capacity of 16 kN			
	• a ring (in non reactive material) of diameter 50 mm and height 5 mm			
	• a metal disc with central connection to receive traction clamp (pull head) (50 mm x 20 mm)			
	• a traction device having a self centring clamp to apply a convenient tensile force			
7.20.2	**Standard method**			
	EN 12860			

7.21 Jolting Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.21.1	**Equipment General Properties**			
	• Magnetic vibrator			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Sinusoidal jolting • Frequency: 50 Hz			
	• Vibrating mass with empty mould: (35 ± 0,1) kg			
	• Jolting table: smooth surface, • Single stainless steel with minimum dimensions (400x300)mm • Double layer stainless steel (min. thickness 20 mm) top layer stainless steel with 1 mm thickness, and stick to bottom layer with friction or internal locking			
	• Mass of table with mortar clamps (suitable for 40mm x 40mm x 160mm mortar) with assembled funnel ≥ 100 kg			
	• Deviation of jolting table surface in horizontal less than 1mm/m, arranged by means of regulator screws at bottom surface			
	• Jolt only vertical axes			
	• Amplitude: (0,75 ± 0,10) mm, always seen on instrument screen			
	• Table equipped with clamps to place mould at middle of work surface			
	• Mould and funnel easily and strongly assembled on table			
	• Jolting time: sensitivity of the time counter at least 1 second			
7.21.2	**Standard method**			
	EN 459 – 2			

7.22 Mortar Moulds

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.22.1	**Equipment General Properties**			
	• three horizontal compartments;			
	• 40 mm x 40 mm in cross section and 160 mm in length,			
	• steel with walls approximately 10 mm thick,			
	• a minimum Vickers hardness value: HV 400,			
	• constructed in such a manner as to facilitate the removal of moulded			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	specimens without damage,			
	• a machined steel or cast iron baseplate,			
	• when assembled, positively and rigidly held together and fixed to the base plate,			
	• no distortion or visible leakage during operation			
	• the base plate, rigid, not to induce secondary vibrations			
	Assembled mould:(internal dimensions and tolerances if each mould) Length, (160 ± 1) mm Width, (40.0 ± 0.2) mm Depth, (40.1 ± 0.1) mm Flatness tolerance: not greater than 0.03 mm Perpendicularity tolerance: not greater than 0.2 mm Surface texture of each internal side face not rougher than N8			
7.22.2	**Standard method**			
	EN 459 – 2			

7.23 Fineness Apparatus (Automatic Blaine Device)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.23.1	**Equipment General Properties**			
	Permeability cell: a rigid right cylinder, austenitic stainless steel or other abrasion-resisting, non-corrodible material. The top and bottom faces; flat and normal to the axis of the cylinder, as shall the upper surface of the ledge at the bottom of the cell. The outer surface of the cylinder an airtight fit with the conical socket of the manometer (ISO 383, Joint 19/34)			
	Perforated disc: non-corrodible metal, perforated with 30 to 40 holes of 1 mm diameter. When in position on the ledge in the cell, its plane surfaces shall be normal to the axis of the cell.			
	Plunger: a piston, capable of sliding freely in the measuring cell by means of a clearance to be applied in such a way that, when the cap of the plunger comes to rest on the upper face of the cell cylinder, a distance of 15 ± 1 mm between the upper face of the perforated disc and the lower face of the piston.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	This piston shall be provided with a flat connected to an annulus around the head			
	Manometer: a rigidly and vertically mounted U – tube of borosilicate glass tubing (ISO 4803)			
	Manometer liquid: a non-volatile, non-hygroscopic liquid of low viscosity and density, such as dibutyl phthalate or light mineral oil			
	Test sieve, comprising a firm, durable, non-corrodible, cylindrical frame of 150 mm to 200 mm nominal diameter and 40 mm to 100 mm depth, fitted with 90 µ*m* mesh sieve cloth of woven stainless steel, or other abrasion-resisting and non-corrodible metal wire. The sieve cloth shall comply with the requirements of table 1 of ISO 565-1983 and ISO3310/1 and shall be free of visible irregularities in mesh size when inspected optically by the methods of ISO 331O/1. A tray fitting beneath the sieve frame and a lid fitting above it shall be provided to avoid loss of material during sieving			
7.23.2	**Standard method**			
	EN 196 – 6			

7.24 Flow Table

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.24.1	**Equipment General Properties**			
	Carrier frame: base width of each carrier arms at least 140 mm and at least 20 mm longer than shaft diameter			
	Steel cam: place it on axle of flow table working with engine, raise table and shaft together to (10 ± 0.2) mm and close automatically after 15 jolts			
	Steel axle: rotate with constant velocity (1 tour / s)			
	Shaft: stainless steel, (22 ± 8) mm diameter, maximum roughness, 0.010 mm			
	Shaft foot: heated steel in (12.0 ± 0.1) mm length and (10.0 ± 0.1) mm diameter			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	stick to bottom nib of shaft with M8 screw			
	Steel table: diameter (300 ± 0.1) mm, thickness (4.0 ± 0.1) mm maximum roughness, 0.0032 mm Stay horizontally for both shaft position (horizontal and vertical)			
	Stick central bed to shaft with M16 screw			
	Brinell hardness for top of steel cam and surface of shaft foot, HBS 150 (EN 10003 – 1)			
	Roughness for contact surfaces between table, central bed, ring and alternative carriers 0.0032 mm Carve a circle (diameter; 100 mm and depth; 0.2 mm) center of upper surface of stainless steel table			
	Mass of shaft, axle bed, stainless steel table and balance equipments: 4.2 – 4.5 kg			
	Distance between shaft guides: 0.05 – 0.1 mm Table should nor be fixed to prevent rotation; instead of fixing, adjust cam area and shaft to prevent rotation of table more than 60º during 15 jolts			
	Guide hives: vertically one on the top of the other Maximum internal roughness, 0.01 mm			
	Mould and filling funnel: resistant against mortar corrosion (stainless steel or brass) Top diameter: (100 ± 0.5) mm Bottom diameter: (70 ± 0.5) mm Height: (60 ± 0.5) Thickness of mould: at least 2 mm to prevent stretching			
	Hammer: water resistant circular bar with metal surface protective Mass, (250 ± 15) gr			
7.24.2	**Standard method**			
	EN 459 – 2			

7.25 Penetration Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.25.1	**Equipment General Properties**			
	Mass of measurement rod and plunger is (90 ± 2) grams, distance between plunger nib and surface of mortar (100 ± 1) mm			
	Self – centering container			
	Plunger nib: hemispherical, non – corrodible metal and no reaction with mortar			
	Length of hammer almost 200 mm Diameter of it 40 mm			
7.25.2	**Standard method**			
	EN 459 – 2			

7.26 Water Retention Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.26.1	**Equipment General Properties**			
	• Filter paper layer: 190 mm x 190 mm x 2 mm			
	• Unwoven gland: diameter 185 mm			
	• Conical ring: height 12 mm, bottom internal diameter 140 mm and top internal diameter 150 mm			
	• Two plastic plates: 200 mm x 200 mm x 5 m			
	• Steel ruler			
	• Micrometer			
7.26.2	**Standard method**			
	EN 459 – 2			

7.27 Density Pycnometer

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.27.1	**Equipment General Properties**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Sample Volume: 4.5 - 135 cm^3			
	Weight: 24 lbs. / 10.9 kg			
	Dimensions: Width: 11.8" / 30 cm Length: 18.5" / 47 cm Height: 7.1" / 18 cm			
	Gas Requirements: Compressed gas (preferably ultrahigh purity helium) with outlet pressure of 20 PSIG.			
	Precision: Varies with sample volume, and sample preparation; values better than 0.05% have been achieved.			
7.27.2	**Accessories**			
	Gas Input Line Small Aluminium Sleeve Large Sample Cell, Aluminium Alignment Tool Small Aluminium Sample Cell Micro Aluminium Sample Cell Micro Aluminium Sleeve Instruction Manual Line Cord O-Ring For Cell Cover Micro Calibration Sphere Lift Out Tool Large Calibration Sphere Micro Calibration Sphere Padded Box Large Calibration Sphere Padded Box Ferrule Set, 1/8"			
7.27.3	**Standard method**			
	EN 459 – 2			

7.28 Reactivity Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.28.1	**Equipment General Properties**			
	Balance and filling vessel; stainless steel Experiment system; 200 – 300 j/K of water equivalent			
	Dewar container: 1000 ml, internal diameter ~ 77 mm, internal height ~ 235 mm			
	Mixer motor; 300 ± 5 min^{-1} under load			
	Suitable plastic mixer with blade, diameter 60 mm			
	Plastic cover with folding part, feeding bay and hole for thermometer			
	0 – 100 ºC thermometer: calibrated error limit 0,5 K, raising time from 20 ºC to 60 ºC less than 10 seconds, plunge height; 160 mm from the cover			
	Recorder for temperature printing (recommendation)			
7.28.2	**Standard method**			
	EN 459 – 2			

7.29 Curing Cabinet

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.29.1	**Equipment General Properties**			
	• The cabinet and all related components are made of stainless steel			
	• The dimensions of the cabinet are 180-200 cm in height, 230 cm in width and 80 cm in depth.			
	• It can cure quantity of 1500 40x40x160 mm mortar prizm and 30 mortar mould.			
	• It includes both heating and cooling unit for curing water and internal air with an adjustable Thermostat set to 20 ± 1 0C and 0,1 0C in sensitivity			
	• Charge discharge unit for water in curing drawers.			
	• Humidity control system provides between 90% to 100% relative			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	humidity.			
	• Sensors to measure the temperature (0,1 0C in sensitivity) of curing water and internal air temperature, internal relative humidity (0,5% in sensitivity)			
	• Recording and printing system of the measured temperature and humidity with periodic time interval of 10 minutes			
	• A water tank			
7.29.2	**Standard method**			
	EN 196 – 1, 3			

7.30 Compressive Strength Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.30.1	**Equipment General Properties**			
	Strong enough to break every experimental sample, maximum load value of machine not bigger than 5 times fracture value of samples			
	Load velocity regulator			
	2 loading steel plates, Vicker hardness: at least 600 HV One of them moving type to contact completely with sample, but shall be restrained against to side drift by friction or another way during loading. Surface of them bigger than the largest sample Flatness for surface of load plates: maximum 0.05 mm			
	Surface roughness of plates $\leq 3.2\ \mu m\ R_a$			
7.30.2	**Standard method**			
	EN 772 – 1			

7.31 Freeze / Thaw Resistance Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.31.1	**Equipment General Properties**			
	• Volume of frozen cabin larger than 5 times volume of experiment sample			
	• Ability to decrease internal air temperature to – 15 ºC in 3 – 5 hours			
7.31.2	**Standard method**			
	EN 772 – 18			

7.32 Guarded Hot Plate Apparatus

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.32.1	**Equipment General Properties**			
	Measurement plates for two-specimen configuration, remote controlled power supplies and measuring unit with controlling computer			
	Refrigerated circulator to control cold surface specimen temperature. Electrical heating system or regulator for hot surface temperature of the specimen. Temperature controlled test to prevent the ingress of moisture inside the test unit			
	High performance and fully automated switching and measuring system providing high degree of operating comfort, test reliability and measuring accuracy			
	Software to evaluate measurements according to ISO 8302 standard			
	Easy way for calibration of embedded instruments to ensure their metrological traceability			
	Specimen size: 0.5 X 0.5 m			
	Thermal conductivity range: 0.015 .. 2 $Wm^{-1}K^{-1}$			
	Temperature range: -10 .. 70 °C			
	Surface temperature stability: ± 0.01 °C			
	Reproducibility: 0.5% and Accuracy: 2%			
7.32.2	**Standard method**			
	A measuring instrument for determination of steady-state heat transfer			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	properties, thermal conductivity and thermal resistance, of flat slab specimens in accordance with **ISO 8302 standard**			

7.33 Sample Cutting-Slicing Machine

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.33.1	**Equipment General Properties**			
	Automatic cut-off machine for 300 mm cut-off wheels			
	With variable spindle speed and variable, automatic feed, 4 kW motor			
	Recirculation cooling unit and clamping tools are ordered seperately			
	Cutting motor with cutting power :5.5 kW			
	Cut-off wheel: diameter x thickness xcenter hole: 300x2x32mm rotational speed: 1000x3000rpm			
	Positioning and feed: Positioning range (of cut-off wheel):0-120mm Positioning range (of cutting table):0-195mm Max.positioning speed:15mm/s Feed speed range: 0.1-2.5mm/s			
	Cutting table: Width: 236mm, Depth:225mm, T-Slots:10mm			
	Dimensions and Weight: Height: 570/890 mm, Width : 810 mm, Depth: 785/816 mm, Weight: 125 kg			
	Optional table unit: Height: 795 mm, Width : 700 mm, Depth: 750 mm			
7.33.2	**Accessories**			
	Three-jaw chuck: adjustable cutting table with motorized three-jaw chuck. For extra large and difficult workpieces up to 125mm diameter			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Adjustable cutting table: 100x225mm. Supplied for cutting plane parallel sections. It positions the workpiece at a right angle to the cut-off wheel. Moveable up to 60mm.With 10mm T-slots and exchangeable steel band			
	Spring clamp: for securing the workpiece, complete with back-stop			
	Vertical Clamping System for 10mm T-slots			
	For clamping irregularly shaped workpieces. Complete with operating key and one flat clamping shoe			
	Riser Block for Vertical Clamping System			
	Set of 4 multi-shaped swivel shoes			
	Recirculation cooling unit Capacity : 65lt. With rolling pallet			
7.33.3	**Capacity**			
	Maximum cutting diameter: 105 mm			
7.33.4	**Standard method**			
	EN 771-2			

7.34 Bohme Abrasion Disk Equipment (Bohme Disk Abrader)

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.34.1	**Equipment General Properties**			
	Thickness measuring device plunger which shall have a spherical bearing and an annular contact face of 8 mm outside and 5 mm inside diameter and a measuring table .			
	Bohme Disk abrader consists of a Rotating disk with a defined test track to receive the abrasive, specimen holder and loading device.			
	Rotating disk with a diameter of appx. 750mm and be flat. And positioned horizontally. When loaded its speed (30±1) revolutions per minute.. The disc			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	shall be provided with a revolution counter device that switches off the disc automatically after 22 revolutions.			
	Test track shall be annular, with an inside radius of 120 mm ,outside radius of 320 mm (200 mm wide) and be replaceable Track shall be made of cast iron with a perlitic structure, a phosphorus content not exceeding 0.35%, carbon content of more than 3 %.Track shall have a Brinell hardness of 190 to 220 HB 2.5/187.5 (as defined in EN ISO 6506-1, EN ISO 6506-2 A.and EN ISO 6506-3) determined as the mean from measurement taken at not less than ten points along the edge of the track.			
	Specimen Holder consist of U-frame appr. 40 mm high with a clear distance of 5±1 mm from test track. Centreline distance between specimen and disc is 220 mm angle bead of specimen holder is located at a distance of 4±1 mm above disc. The mounting of the specimen holder shall ensure that during testing no vibration occurs.			
	Loading Device shall consist of a lever of two arms of different length, loading weight and counterweight , lever being pivoted with as little friction as possible , positioned almost horizontally during test. System shall designed to ensure that the load is transferred vertically via the plunger to the centre of the specimen. Self weight of lever is balanced by counterweight and scale			
7.34.2	**Accessories**			
	Abrasive materials, shall be fused aluminium (artificial corundum) designed to produce an abrasive wear of 1.10 mm to 1.30 mm when testing standard granite specimens and of 4.20 mm to 5.10 mm when testing standard limestone specimens			
7.33.4	**Standard method**			
	EN 1338			

7.35 Flatness and Curvature (Flatness and bow) Equipment

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
7.35.1	**Equipment General Properties**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Flatness and bow : measuring equipment capable of measuring with an accuracy of 0.1 mm over the specified length ± 1 mm For example , a notched straightedge and gauge, both made of steel, as shown in Figure C.1 (EN 1338:2003 Annex C/ C.4.1)			
	Maximum convex and concave deviations shall be determined along the two diagonal axes of the upper face to the nearest 0.1 mm.			
7.35.2	**Standard method**			
	EN 1338			

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

8.1 Testing Equipments: ICP–AES Spectrophotometer

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
8.1.1	**Application area:**			
	System to be purchased for use of Ministry of Agriculture, must be table top, computer controlled high sensitive and with advanced detection limits ICP Optical Emission Spectrometer, for analysis macro and micro elements in fertiliser, soil and plant samples.			
8.1.2	**System**			
	• The instrument should be simultaneous ICP-OES			
	• The analysis of 70 elements should be done simultaneously			
	• Must have a RF (radio frequency) generator operates at 40 MHz,as free running system with computer control. Output power must be adjustable up to 1500 watts. Manufacturer must supply a warranty declaration for RF generator for a period of 10 years, and must declare that all kinds of repair and parts replacement will be done as no charge.			
	• Detector should have a semi conductor type CCD (Charge Coupled Device) or SCD (Segmented arrey Charged Coupled Deviced) detector to analyse the full wavelength range.			
	• Torch unit must be easily replaced type, and must be made of single			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	piece quarz tube . Must be resistant against HF (Hydrogen Fluoride), and all acids and water solutions. If system does not have an integral closed circle cooling unit, this must be added to system.			
	• Spray chamber of the system, must be designed to minimize the fluctuations, and must be resistant to all kinds of acids used in ICP, including HF			
	• System should monitor water flow, argon pressure, plasma locks and plasma stability. In case of any failure in any of those, plasma must be shut off automatically.			
	• Dual-axial and radial-horizontal or axial plasma observation system			
	• A hydride analysis unit compatible with the system's auto sampler, to be used for analysis of hydride forming elements (As, Hg, Sn, Sb, etc.).			
	• All gas flows, must be fully computer controlled through. mass flow controller. In case of a failure in gas flow, system must be shut down automatically. In case of no gas flow a lock mechanism should prevent ignition.			
	• System must have an auto sampler unit, with minimum 150 sample capacity. Tubings carrying the liquids must be flushed between sampling, by an internal pump.			
	• Torch ignition and control			
	• An automatic sampler and automatic diluter must be supplied with axial system instrument.			
	• The user may make changes to such conditions, if desired			
	• Method development			
	• Method optimisation			
	• Quality Control Checking			
8.1.3	**Optic System**			
	• Echelle grating			
8.1.4	**Wavelength Automatic control**			
	• 170 - 780 nm or broader range			
	• Nebuliser and auxiliary gas control using pressure control			
8.1.5	**Accessories**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• The program must feature a spectral library such as at least 5.000 wavelengths			
	• For each element, standard analysis conditions must be preloaded in the program			
8.1.6	**Computer Workstation**			
	Computer workstation with software used as control unit			
	Minimum software requirements :			
	• Windows XP professional system or equivalent			
	Minimum hardware requirements:			
	• Passmark Score > 300			
	• 512 MB RAM, 80 GB hard disc, CD Writer			
	• 17''flat color monitor			
	• AGP Graphics 128 MB RAM,			
	• Windows-compatible Turkish Q keyboard (or equivalent)			
	• Optical mouse			
	• Proposed product will be in the HCL list.			
	• System will have FCC and TUV certificates.			
8.1.7	**Printer**			
	• Coloured Laser printer			
	• 16 ppm			
	• 32 MB RAM			
	• 600- sheet input			
	• 1200 dpi resolution Network read			
8.1.8	**System software**			
	• The instrument shall be supplied with the licenses of all software programs			
	• The program must display peaks of the element being analyzed, calibration graphics, plasma running parameters and sample information			
	• It must be possible to store all raw data obtained, in the memory and to reprocess them by changing location of the backgraund correction points,			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	standard values by using EC factors			
	• It must be possible to reuse the calibration curves in the next analysis, by saving them			
	• Calibration operations must be chosen as linear, non-linear or zero passing linear			
	• The instrument must be capable of eliminating at least 3 inerference by means of "curve fitting" techniques			
	• Multi tasking, multi user design. Should allow report analytical results, spectral data display on monitor, and use of other functions.			
	• Should include standard operation ranges for each element, and should allow operational conditions to be set automatically, upon choosing the symbol of the element to be analyzed.			
	• Results and /or spectrums must be kept on Hard Disk.			
	• Calibration curves must be viewed in following formats (linear ,non-linaer logarithmic etc)			
	• Must operate under windows software and must be compatible with other software			
	• Software must be compatible with 21 CFR part 11			
	• All software operation and installation diskettes for use of software must be delivered.			
8.1.9	**Other requirements**			
	• The instrument must be supplied with such an amounts of consumables as filter, pump hose, etc. which are adequate for 1 year			
	• An original air compressor and filters with one set of spare filter will be supplied, for the systems utilizing air as shear gas to cut the cool tip of plasma in axial system. Two each spare cones will be supplied for the ones utilizing conical cooling interface for the same purpose.			
	• 6 pcs of spare quartz torch and 1 pcs torch resistance to HF			
	• 2 pcs of standard quartz injectors and additional 3 different size injectors between 0.8-2.0 mm			
	• 2 ea nebulizer and 1 ea nebulizer for high salt content samples must be supplied.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• One set of glass assembly of hydride system, or 5 sets of peristaltic pump tubing of gas-liquid separator must be supplied.			
	• 6 ea Argon gas bottle will be supplied, 4 of those bottles, will be connected to each other in parallel, through a gas box, and gas box should allow change of bottles without system shut of. Gas box must have pressure regulator on . Systems which can utilize cheap Nitrogen as purge gas ,as alternative to expensive Argon gas, will be preferred. Bidders offering such a system will offer 2 bottles of Nitrogen gas with regulators, and Nitrogen generator as option, complete with hoses.			
	• Supplier will make the installation of gas control box. This unit will activate an alarm when gas supply is insufficient, gas flow must be controlled from this unit and flow must be shut of through this unit.			
	• 5 sets of spare tubings of peristaltic pump must be supplied.			
	• 1 pc of hood and chimney system			
	• In addition, it must be one unit ultra pure water at least 10 l/h capacity (18.2 Mohm-cm) apparatus should be given.			
	• The equipment should have 1 pre-filter , 1 carbon filter, 1 RO cartridge and 1 UP cartridge			
	• Additionally one set of memrane pack, 10 ea pre-filter, 2 ea carbon filter, 2 ea RO cartridge and 2 ea UP cartridge and 1 ea UV filtration unit will be given			
	• Supplier will also deliver a 22.000 BTU capacity, air condition unit, to keep the laboratory ambient at 20-25C.			
	• A UPS with rating of 10 kVA, with 20 min capacity must be supplied			
	• Original standard accessories and specific tools will be delivered in complete .Spares and accessories not mentioned below, but will effect the operation of the system will also be supplied with the instrument. Below mentioned parts and accessories which will increase the functions of the system and needed in the tests must be given with the system.			
	• Along with the system following 1000 ml single element standard must be supplied : P(2ea)/Cl / Ca (2ea)/ Mg (2ea)/ Na (2ea) / K (2ea) / Al / Fe (2ea) / Mn (2 ea) /Cu (2 ea) / Zn (2 ea)/As /Cd /Cr/Hg (2 ea) /Ni / Pb / Se / S /B (2ea) /Ba /Sn /Mo / Ag /Co/ Si /Li. Standards for Soil, Fertilizer and Plants			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	must be supplied.			
	• 2 ea Wavelength calibration standard will be given			
	• Repair or replace (if reparation period is longer than 1 month) faulty parts or modules.			

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

9.1 UV Spectrophotometry

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.1.1	**Application area:**			
	This system should be used for the measurement of the absorbance in organic or inorganic solutions.			
9.1.2	**System**			
	• The instrument should be Dual beam UV-Vis spectrophotometer.			
	• Wavelength :190-1100 nm or broader range			
	• UV-Vis Limiting Resolution(nm): < 1.0 nm or better			
	• Wavelength Accuracy (nm) : -/+ 0.1 nm (650.0 nm) or better			
	• Wavelength Reproducibility (nm) : -/+ 0.1 nm			
	• Photometric Accuracy (Abs) : -/+ 0.001 Abs			
	• Photometric stability should better than 0.00015 A/hour at 1A, at 500 nm			
	• Spectral bandwidth (nm) : 1.0 nm			
	• Baseline flatness should be -/+0.001A or better			
	• Stray light for 220 and 370nm should be less than 0.01%T			
	• The instrument should be PC-controlled.			
	• Light sources should be pre-aligned deuterium and tungsten-halogen lambs with automatic switch-over.			
9.1.3	**Optic System**			
	• The instrument should have a quartz overcoated optical system.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.1.4	**Other requirements**			
	• The system should be supplied with standard cell holder, additionally is to be given a hold unit of 8 cells, 8 quartz cell, 20 glass cell.			
9.1.5	**Computer Workstation**			
	• System software should include scan, concentration, validation, simple absorbance applications			
	• Computer workstation with software used as control unit			
	Minimum software requirements:			
	• XP operating system or equivalent (software must control the system and evaluate the data through PC)			
	• Must have licence and connect with computer network systems.			
	• Turkish Windows XP Prof.(or equivalent)			
	• System will support Turkish font set.			
	Minimum hardware requirements:			
	• Passmark Score > 300			
	• 512 MB RAM			
	• 80 GB hard disc			
	• 52 rate CD-ROM drive			
	• 17" color flat monitor			
	• Graphics 64 MB			
	• 1.44 MB 3,5" FDD			
9.1.6	**Printer**			
	• Laser printer			

9.2 Muffle Furnaca

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.2.1	**Application area:**			
	Various sample			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.2.2	**Capacity**			
	• Inner volume of the instrument must be at least 9 litres			
	Temperature Values			
	• Temperature of the instrument must be digitally adjusted at least up to 1150°C			
	• The instrument must allow for a temperature increment of 10°C or 50°C per minute			
	• The instrument must allow for a temperature increasing by at least 5 stages and 5 timing scheme			
	• The instrument must be capable of attaining the desired temperature in a very short time			
9.2.3	**Structure**			
	• The outer surface must be made of stainless steel and painted with electrostatic furnace paint			
	• There must be a vapour discharge hole at the back			
	• Desk type			
9.2.4	**Size**			
	• Internal –210*220*300 mm (h*w*d)			
9.2.5	**Programming**			
	• The instrument must feature a programmable heat increasing and stand-by time and when ash operation ends it must automatically close at the end of the program			
	• Adjusted values and attained values shall be viewed on the digital screen			
	• When lid of the instrument is opened, the heating must be stopped			
9.2.6	**Other requirements**			
	• Lid must be on the front side and there must be an inspection window on the instrument			
	• Two pair of gloves resistant to fire and long tongs must be supplied with the instrument			

9.3 Flow Cabinet

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.3.1	**Application area:**			
	This System must be used, to remove the fumes, such as the acid fumes, process aromas evolved during work, by exhausting through a vent assembly.			
9.3.2	**Technical Specifications**			
	• System must be made of 40x40 profile structure and 0.90 A quality DKP steel sheet, and surface must be treated by a coating which is resistant against acids, and must be recoated by epoxy based electrostatic paint.			
	• Interior part and working floor must be stainless steel			
	• Inside the hood must be, 1 ea gas tap, 1 ea stainless steel basin and and water tap.			
	• Front door must be counter balanced, tempered glass with thickness 6 mm ,moving up and down and lockable at any position			
	• It must have interior illumination			
	• Valves of gas tap and water tap must be placed on the front panel. 2 ea electricity plug, 1 ea LED indicating that power is on, 1 ea motor start-stop switch, and 1 ea illumination switch must also be in the front panel			
	• There must be a closet under the working floor with swing door.			
	• There must be adjusting rings on the legs.			
	• Motor must be a channelled type ,silent fan with a capacity of 1500m3 and must be hidden on the top of the system.			
	• Dimensions must be 180x80x240 cm			

9.4 Ultra Water Distillation Unit

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.4.1	**Application area:**			
	The equipment should produce water at a quality that it can be used for spectrophotometric analysis and for analysis with HPLC ,AAS, ICP, GC/MS			
9.4.2	**Capacity**			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Minimum 10 litres of pure water should be taken in an hour			
9.4.3	**Self test**			
	• It should realize every time it is turned on			
9.4.4	**Cleaning**			
	• The equipment should be cleaned automatically with periods that the membrane setting with auto flush function			
	• Auto drain function			
	• Re-circulation			
9.4.5	**Accessories**			
	• A least 20 liter capacity water tank			
9.4.6	**General Properties**			
	• The equipment should have microprocessor control			
	• The equipment should be a compact system to produce both reverse osmosis and ultra pure water •			
	• The equipment should be desktop type			
	• Tap water should be used as feed water			
	• The equipment should have LCD display and the quality of the water should be followed on this screen both for RO and pure water			
	• The equipment should give warning for both RO and ultra pure water cartridge change			
	• The equipment should stop production for the purpose of protecting the motor in cases of low water pressure and/or water shortcomings			
	• The equipment should have electronic level control system			
	• The equipment should have 1 pre-filter, 1 carbon filter, 1 RO cartridge, and 1 UP cartridge			
	• The ion filter of RO cartridge should be composed of RO membrane			
	• UP cartridge should be composed of active carbon, 0.001 µm UF filter and ion filter			
	• The equipment should have one UV lamp to provide low TOC value			
	• The quality of produced water should be 0.2-30µs/cm for RO and 18.2			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	MΩ/cm for pure water			
	• The equipment should have a conductivity meter and a resistivity meter			
	• The equipment should have pre-determined values in order to produce quality water continuously. However these values should be changeable by the user			
	• The equipment should have one final filter of 0.2 µm			
	• The ion filter of RO cartridge should be composed of RO membrane			
	• All the filters and cartridges should easily be changeable and tools should not be required for this purpose			
	• Additionally one set of membrane Pack, 10 ea pre-filter, 2 ea carbon filter, 2 ea RO cartridge, and 2 ea UP cartridge and 1 ea UV filtration unit will be given.			

9.5 Bench Balance

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.5.1	**Application area:**			
	Balance should be used to weight the samples accurately.			
9.5.2	**Technical Specifications**			
	• The system' s weight scale should be at least 4000 g			
	• The measurement accuracy should be 0.01 g			
	• The device should have a fluorescent screen,			
	• The diameter of the scale should be at least 150 x 150 mm and stainless steel made.			
	• An external calibration system should be available.			
	• In the same time the device in definite time intervals or after a change of environment temperature within + / - automatically should calibrate itself.			
	• The device should perform measurements in different units like g, kg, mg,etc and should be in able to count pieces.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• To prevent use by unauthorized people the device should be password protected.			
	• The device should operate between – 10 + 40 C			
	• The instruments should have RS 232 C interface.			

9.6 Flame Photometry

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.6.1	**Application area:**			
	This system should be used in laboratory to make multi purpose tests .			
9.6.2	**Technical Specifications**			
	• Read out : 3 ½ digit LED			
	• Reading Limit : 0-199.9			
	• Parameters to be determined : Sodium and Potassium as standard (Calcium , Lithium and Barium as optional).			
	• Sensitivity : A reading of 100.0 can be set at concentrations of:- Sodium 3-100 ppm Potassium 3-100 ppm Lithium 5-100 ppm Calcium 5-100 ppm Barium 100-200 ppm			
	• Interference : Better than 0.5%			
	• Linearity : Better than 2%			
	• Recorder Output : Nominal 1.00V for a reading of 100.0			
	• Decimal point position should be adjustable by a switch.			
	• Flame photometer should operate on Propane, Butane and Natural Gas.			
	• For Calcium determination no additional accessory or Acetylene Gas should be required.			
	• The instrument should electronically verify that flame is on without			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	looking at the chimney.			
	• Filter should be automatically chosen with a knob, and fuel adjustment should be done through a separate knob.			
	• The instrument should have Electronic Flame Failure Detection system. It should have separate ON-OFF and IGNITION switches.			
	• Mixing chamber material should be brake resistant and not cause any interference with the elements to be determined.			
9.6.3	**Accessories**			
	• Flame photometer should be delivered complete with Na , K , Li , Ca , Ba filters			
	• air and gas tubing			
	• standard accessories			

9.7 pH Metry

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.7.1	**Application area:**			
	Reading pH, mV, temperature of samples. It must be benchtop and should be digital.			
9.7.2	**pH range**			
	• 0-14			
	pH sensitivity			
	• ±0.01 pH			
	MV			
	• ±1999 mV			
	mV sensitivity			
	• ±1 mV			
	Temperature range			
	• 0-100^{o}C			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	Temperature sensitivity			
	• ±1°C			
	Other Properties			
	• The equipment should have microprocessor control, and it should read pH/mV/temperature			
	• Combined pH/ATC electrode 4,7,10 buffer solutions, 220 V adapter and stand should be given with the equipment			
	• The equipment should have a temperature probe			
9.7.3	**Other requirements**			
	• The system should be supplied with pH electrode, additionally is to be given 2 pH electrode			

9.8 Grinding Mill

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.8.1	**Application area:**			
	Grinder should be suitable for grinding fibrous substances such as plant, leaf, soil, fertilizer, paper, vegetables and that of brittle and hard materials such as minerals, building materials up to Mohs hardness 6.			
9.8.2	**Technical Specifications**			
	• Grinding head can be exchanged.			
	• Circumferential speed of head can be selected as 22.5 m/sec and 31.4 m/sec according to used grinder head either cutting-grinding or impact grinding.			
	• Speed range can be adjusted between 3.000 – 6.500 rpm.			
	• Materials in contact with medium should be made of stainless steel (1.4301).			
	• Interchangeable sieves from 250 micrometer to 3.0 mm can be used with grinder.			
	• Two different kinds of grinding heads one is for fibrous materials and			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	the other for brittle materials should be delivered with the machine. 0.25 mm, 0.5 mm, 1.0 mm and 2.0 mm (1 each) interchangeable sieves and one set of spare sieves should also be delivered with machine.			
	• Grinder should operate with 220 V/50 Hz mains.			

9.9 Absorption Apparature and Filter

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.9.1	**Application area:**			
	This system should be used for extraction purposes of fertilizer solutions.			
9.9.2	**Technical Specifications**			
	• System must be consist of 10 vacuum units, with 5 at the bottom, 5 at the top			
	• Every unit must have a vacuum valve and work independently			
	• There must be 1 ea vacuum pump, to maintain the vacuum. The vacuum pump must have a capacity to keep all 10 units under vacuum simultaneously. Vacuum pump should be double stage and must maintain at least 7x10-4 mbar. Motor power must not be less then 2800 rpm and 0,18kW. There must be a vacuum gauge displaying the vacuum level.			
	• Following accessories must be given with the system, 10 ea porcelain Buhner vacuum filtration funnel, 10 ea Nutche erlen with 500cc capacity, 1 meter vacuum hose, 10 ea drilled cork.			
	• 1 extra full set of above accessories also be supplied			

9.10 Oven

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.10.1	**Application area:**			
	Sample drying			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.10.2	**Capacity**			
	• Min 150 litres			
9.10.3	**Temperature range**			
	• Room temp- 250^{o}C			
9.10.4	**Heat deviation**			
	• Max ±1 ^{o}C			
	Shelves			
	• 2 stainless steel. The max number of shelves should be possible up to 9.			
9.10.5	**Control**			
	• microprocessor controlled			
	• have RS-232 interface			
9.10.6	**Other Properties**			
	• The equipment should have LCD display			
	• The temperature adjustment should be done by a button, the real interior temperature should be followed on the LCD screen continuously			
	• The indicator should be readable with 1oC. And the set temperature should be fixed on the indicator			
	• The equipment should have mechanical ventilation and the control of it should be done by a sliding bar			
	• The heaters must be installed on the 4 sides of the working wheel and a homogeneous heating should be provided Working wheel should be made of stainless steel			

9.11 Lab. Dish Washer

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.11.1	**Application area:**			
	This system should be used for washing and disinfecting all kinds of laboratory glass wares by using suitable accessories			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.11.2	**Technical Specifications**			
	• All internal and external surfaces must be Stainless Steel.			
	• Washing chamber capacity should not be less than 145 litres			
	• Must operate with 380V 3N (50Hz)			
	• Should have hot water, cold water, and de- ionized water inlets			
	• Internal water softener, with capacity of 17.000 litres must be regenerated with dish washer salt, with a push of a button			
	• In every cycle of washing, 10 litres of hot and cold water and depending on chosen program de-ionized (distilled) water must be used.			
	• In case of absence of hot water source, machine must warm up the water itself to the required temperature.			
	• Must have a circulation pump with minimum capacity of 400 Lt/min .			
	• Must use non pressurized distilled water.			
	• Front door must have dispensers to load detergent, last wash additive (polisher). Detergents available in the market should be applicable.			
	• Last wash additive consumption volume must be selected between 1 and 6 ml			
	• For various washing baskets must have direct couplings, and should not require installation.			
	• Must be fully electronic digital controlled.			
	• By using the buttons on the front panel, any of the 6 programs, with varied cycles and temperatures must be used.			
	• Drying air temperature must be adjusted between 55- 95 C with 5 C increments .Drying air must be filtered.			
	• Water failure, clogging in drain lines, electricity phase cut off situations must be shown on the control panel, and in case of such failure heating must be stopped automatically			
	• When disinfectant-neutralizer compartment is depleted, operator must be warned visually, by a LED.			
	• Regeneration time of the water softener must be warned via a warning LED			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• On the machine digital display, elapsed time of applied program, must be displayed.			
	• Disinfection program must be selectable.			
	• 4 different baskets accommodating minimum 40 pieces of following glass ware groups must be offered: Erlen Mayer, Beaker / Measuring Cylinder / Test Tubes / Round bottom flask			

9.12 Furnace

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
9.12.1	**Application area:**			
	This system should be used for Sample drying			
9.12.2	**Technical Specifications**			
	• Instruments must work from ambient +5 up to 250 ° C			
	• Inner chamber made of AISI 304 stainless steel and oven's outer must be epoxy coated.			
	• Instrument must have digital control and display of temperature monitored with a Pt 100 sensor .			
	• Instrument must have hydraulic thermostate			
	• Instruments must have temperature mode indicator			
	• Instruments must have 720 litre capacity			
	• At 100 o C , for 1 minute after the door is opened , temperature differences must be compensated in 13 minutes , and this specification should be indicate in the original catalogue.			
	• Temperature stability must be ± 0,25 o C			
	• Temperature homogeneity must be ± % 2,5 of the working temperature			
	• Instrument must obey the DIN 12880,2 standards			
	• Instrument must supplied to reach 100 ° C at least in 19 minutes , this specification must be declared in original brochure.			

Item Number	Specifications	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee's notes
	• Temperature homogeneity must be supplied by a fan and circulated air must not be directed to the samples.			
	• Set wait time before the starting run time period from 1-24 hours selectable			
	• Set run time must be selectable from 1 minute to 9 hours.			
	• Up to 99.9 hours , once the set temperature value has been reached.			
	• Instrument can be connected to a PC , must have RS 232 port			
	• Instrument must have 12 shelf capacity , and 6 shelves must be supplied.			
	• Instrument must work 230/400 V with three phase electricity			

ATTACHMENT A

DELIVERY AND INSTALLATION OF THE EQUIPMENT

A comprehensive proposal for the execution of the delivery and installation of the equipment, according to the time periods defined in Special Conditions Article 13 and following requirements should be submitted with the offer. Unless defined in the individual technical specifications for any of the items, delivery (DDP), installation, putting into operation of the supplies shall be completed within 225 (two hundred twenty five) calendar days from the signature of the contract by the Contractor. The contractor shall use this time period for both delivery, installation, putting into operation, inspection, testing, training in the use and calibration of the equipment where required according to his proposal.

- The Contractor(s) shall transport, unload, and if applicable assemble, install and put into operation the equipment at the delivery places. The supplier will agree with the Contracting Authority about the installation schedule.

- The supplier will be fully responsible for his equipment until the provisional acceptance has been signed.

- All of the equipment, documents, brochures that will be delivered to a beneficiary by the Contractor, will be new, unused and functioning. Necessary hardware and software installations for the equipment will be performed at the beneficiary's premises.

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
1.1	Microscope	1	**Ege Üniversity** **Tekstile Engineering Department** **Bornova, İZMİR**
1.2	Conditioning cabinet	1	
1.3	Water Bath (Shaking)	1	
1.4	Sand Bath	1	
1.5	pH-meter	3	
1.6	Dispenser	6	
1.7	Variable microliter pipettes	4	
1.8	Viscosimeter	1	

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
2.1	Advanced Computer-Aided DIAgnostic System For Lifts F	6	**Chamber of Mechanical Engineers** İzmir Branch Anadolu Cad. No:40 Kat:M1-M2 **Bayraklı/İZMİR**
2.2	Insulation Tester	6	
2.3	Pens Ampermetre 400A. AC/DC	6	
2.4	Digital Luminance Meters	6	
2.5	Load Cells	6	

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
3.1	**Trucks**	10	**Ministry of Industry and Trade** **Eskisehir Yolu, 7. km No:154** **Ankara, Turkey**
3.2	**Cranes**	10	
3.3	**Etalon Weights**		
3.3.1	500 kg (Class M1)	400	
3.3.2	100 kg (Class M1)	40	
3.3.3	50 kg (Class M1)	10	
3.3.4	5 kg (Class M1)	100	
3.3.5	2 kg (Class M1)	100	
3.3.6	1 kg (Class M1)	100	

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
4.1	Fuel Measuring System	35	**Ministry of Industry and Trade** **Eskisehir Yolu, 7. km No:154** **Ankara, Turkey** (All the fuel measuring systems shall be assembled on the vehicles which has been supplied by MoIT in ANKARA)

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
5.1	**Etalon Weights**		**Ministry of Industry and Trade** **Eskisehir Yolu, 7. km No:154** **Ankara, Turkey**
5.1.1	1 kg (Class F2)	12	
5.1.2	2 kg (Class F2)	12	
5.1.3	5 kg (Class F2)	12	
5.1.4	10 kg (Class F2)	10	
5.1.5	20 kg (Class F2)	10	
5.1.6	50 kg (Class F2)	10	
5.1.7	500 kg (Class F2)	6	
5.2	**Weight Sets**		
5.2.1	1 mg to 5 kg (Class F1)	7	
5.2.2	1 mg to 5 kg (Class F2)	8	
5.2.3	1 mg to 2 kg (Class F2)	10	
5.3	**Nominal Filling Quantity Inspection Equipments**		
5.3.1	GLASS PYCNOMETERS (50 ml)	48	
5.3.2	GLASS PYCNOMETERS (100 ml)	48	

5.3.3	METAL PYCNOMETERS (100ml)	40	
5.3.4	MEASURING CYLINDERS WITH PLASTIC BASE (100ml)	81	
5.3.5	AUTOMATIC PIPETTE (1000 – 5000 µl)	81	
5.3.6	VOLUMETRIC GLASS FLASKS (50 ml)	81	
5.3.7	VOLUMETRIC GLASS FLASKS (100 ml)	81	

LOT-6: CHEMICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
6.1	PEDXRF	1	**Turkey Cement Producers Cooperation (Türkiye Cimento Müstahsilleri Birliği) Eskisehir Yolu, 9. km 06800 Ankara, Turkey.**
6.2	ICP	1	
6.3	Vacuum Oven	1	
6.4	Balance (0.1 mg)	1	
6.5	Balance (10 mg)	1	
6.6	Balance (100 mg)	1	

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENTS FOR TCMB LABS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
7.1	Mortar Mixer	1	**Turkey Cement Producers Cooperation (Türkiye Cimento Müstahsilleri Birliği) Eskisehir Yolu, 9. km 06800 Ankara, Turkey.**
7.2	Mixing Palets	5	
7.3	Mixing Bowls	5	
7.4	Compression Plates	2	
7.5	Automatic Vicat Device	1	
7.6	Climatization System	10 Sets	
7.7	Set of Sieves	1	
7.8	Crushers	1	
7.9	Fire Resistance Test Device	1	
7.10	Crushing Test Machine	1	
7.11	Micro-Deval	1	
7.12	Resistance to Freezing and Thawing Apparatus	1	

7.13	Grading of Fillers – Air Jet Sieving	1	
7.14	Shape of Coarse Aggregate Apparatus (Caliper)	1	
7.15	Alkali Silica Reactivity Equipment	1	
7.16	Los Angeles Abrasion Machine	1	
7.17	Accelerated Aggregate Polishing Machine	1	
7.18	Nordic Abrasion Test Machine	1	
7.19	Fluidity Equipment	1	
7.20	Tensile Dynamometer	1	
7.21	Jolting Machine	1	
7.22	Mortar Moulds	20	
7.23	Fineness Apparatus	1	
7.24	Flow Table	1	
7.25	Penetration Equipment	1	
7.26	Water Retention Equipment	1	
7.27	Density Pycnometer	1	
7.28	Reactivity Equipment	1	
7.29	Curing Cabinet	1	
7.30	Compressive Strength Machine	1	
7.31	Freeze / Thaw Resistance Machine	1	
7.32	Guarded Hot Plate Apparatus	1	
7.33	Sample Cutting-Slicing Machine	1	
7.34	Bohme Abrasion Disk Equipment (Bohme Disk Abrader)	1	
7.35	Flatness and Curvature (Flatness and bow) Equipment	1	

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
8.1	**Testing Equipments: ICP–AES Spectrophotometer**	1	Alata Horticultural Research Institute/Içel (Alata Bahçe Kültürleri Araştirma Enstitüsü Pk: 27, 33740 Erdemli/İÇEL)
		1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
		1	Ataturk Central Horticultural Research Institute/Yalova (Atatürk Bahçe Kültürleri Merkez Araştirma Enstitüsü Pk: 15 YALOVA)
		1	Citrus Fruit And Warehouse Production Research Institute/Antalya (Narenciye Ve Seracilik Araştirma Enstitüsü Pk: 35, 07100 ANTALYA)
		1	Olive Culture Research Institute/Izmir (Zeytincilik Araştirma Enstitüsü Pk: 43, 35100 Bornova /İZMİR)

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

ITEM NUMBER	DESCRIPTION	QUANTITY	DELIVERY PLACE
9.1	**UV Spectrophotometry**	1	Alata Horticultural Research Institute/Içel (Alata Bahçe Kültürleri Araştirma Enstitüsü Pk: 27, 33740 Erdemli/İÇEL)
		1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
		1	Olive Culture Research Institute/Izmir (Zeytincilik Araştirma Enstitüsü Pk: 43, 35100 Bornova /İZMİR)
9.2	**Muffle Furnaca**	1	Alata Horticultural Research Institute/Içel (Alata Bahçe Kültürleri Araştirma Enstitüsü Pk: 27, 33740 Erdemli/İÇEL)
9.3	**Flow Cabinet**	1	Alata Horticultural Research Institute/Içel (Alata Bahçe Kültürleri Araştirma Enstitüsü Pk: 27, 33740 Erdemli/İÇEL)
9.4	**Ultra Water Distillation Unit**	1	Alata Horticultural Research Institute/Içel (Alata Bahçe Kültürleri Araştirma Enstitüsü

			Pk: 27, 33740 Erdemli/İÇEL)
		1	Ataturk Central Horticultural Research Institute/Yalova (Atatürk Bahçe Kültürleri Merkez Araştirma Enstitüsü Pk: 15 YALOVA)
9.5	**Bench Balance**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.6	**Flame Photometry**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.7	**pH Metry**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
		1	Olive Culture Research Institute/Izmir (Zeytincilik Araştirma Enstitüsü Pk: 43, 35100 Bornova /İZMİR)
9.8	**Grinding Mill**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.9	**Absorption Apparature and Filter**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.10	**Oven**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.11	**Lab. Dish Washer**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)
9.12	**Furnace**	1	Ankara Soil And Fertilizers Research Institute (Ankara Toprak Ve Gübre Araştirma Enstitüsü Pk: 54, 06172 Yenimahalle / ANKARA)

ANNEX III : TECHNICAL OFFER

Annex III - the Contractor's technical offer

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

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

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

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

Contract title : Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey

Publication reference : EUROPEAID/121303/D/S/TR
NAME OF TENDERER:……. **p 1 /…**

Item Number	Specifications	Specifications Offered (incl brand/model)	Notes, remarks, ref to documentation	Evaluation Committee's notes
1	[…….]			
	[…….]			
	[…….]			
	[…….]			
	[…….]			
	[…….]			
	[…….]			

ANNEX IV: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: **EUROPEAID/121303/D/S/TR** **NAME OF TENDERER**: **[**……**]**

LOT-1: TEXTILE ANALYSIS LABORATORY EQUIPMENT

Done

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
1.1	1	Microscope	Unit price	
1.2	1	Conditioning cabinet	Unit price	
1.3	1	Water Bath (Shaking)	Unit price	
1.4	1	Sand Bath	Unit price	
1.5	3	pH-meter	Unit price	
1.6	6	Dispenser	Unit price	
1.7	4	Variable microliter pipettes	Unit price	
1.8	1	Viscosimeter	Unit price	
		Training	Lump Sum	
		TOTAL		

at:

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

PUBLICATION REFERENCE: **EUROPEAID/121303/D/S/TR** **NAME OF TENDERER**: **[**……**]**

LOT-2: LIFTS DIRECTIVE INSPECTION/VERIFICATION EQUIPMENT

Done

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
2.1	6	Advanced Computer- Aided DIAgnostic System For Lifts	Unit price	
2.2	6	Insulation Tester	Unit price	
2.3	6	Pens Ampermetre 400A. AC/DC	Unit price	
2.4	6	Digital Luminance Meters	Unit price	
2.5	6	Load Cells	Unit price	
		Training	Lump Sum	
		TOTAL		

at:

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

LOT-3: LEGAL METROLOGY NAWI EQMNT MASS STANDARDS W CRANE TRUCKS

Done

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
3.1	10	**Trucks**	Unit price	
3.2	10	**Cranes**	Unit price	
3.3		**Etalon Weights**		
3.3.1	400	500 kg (Class M1)	Unit price	
3.3.2	40	100 kg (Class M1)	Unit price	
3.3.3	10	50 kg (Class M1)	Unit price	
3.3.4	100	5 kg (Class M1)	Unit price	
3.3.5	100	2 kg (Class M1)	Unit price	
3.3.6	100	1 kg (Class M1)	Unit price	
		Training	Lump Sum	
		TOTAL		

at:

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

LOT-4: LEGAL METROLOGY FLUID MEASUREMENT DEVICE

Done

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
4.1	35	Fuel Measuring System	Unit price	
		Training	Lump Sum	
		TOTAL		

at:

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

LOT-5: LEGAL METROLOGY PRECISION WEIGHTS

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
5.1		**Etalon Weights**		
5.1.1	12	1 kg (Class F2)	Unit price	
5.1.2	12	2 kg (Class F2)	Unit price	
5.1.3	12	5 kg (Class F2)	Unit price	
5.1.4	10	10 kg (Class F2)	Unit price	
5.1.5	10	20 kg (Class F2)	Unit price	
5.1.6	10	50 kg (Class F2)	Unit price	
5.1.7	6	500 kg (Class F2)	Unit price	
5.2		**Weight Sets**		
5.2.1	7	1 mg to 5 kg (Class F1)	Unit price	
5.2.2	8	1 mg to 5 kg (Class F2)	Unit price	
5.2.3	10	1 mg to 2 kg (Class F2)	Unit price	
5.3		**Nominal Filling Quantity Inspection Equipments**	Unit price	
5.3.1	48	GLASS PYCNOMETERS (50 ml)	Unit price	
5.3.2	48	GLASS PYCNOMETERS (100 ml)	Unit price	

	5.3.3	40	METAL PYCNOMETERS (100ml)	Unit price	
	5.3.4	81	MEASURING CYLINDERS WITH PLASTIC BASE (100ml)	Unit price	
	5.3.5	81	AUTOMATIC PIPETTE (1000 – 5000 µl)	Unit price	
	5.3.6	81	VOLUMETRIC GLASS FLASKS (50 ml)	Unit price	
Done	5.3.7	81	VOLUMETRIC GLASS FLASKS (100 ml)	Unit price	at:
			TOTAL		

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** *[tenderer's stamp and signature]*

LOT-6: CHEMICAL TESTING EQUIPMENT FOR TCMB LABS

A	B	C	D	E

ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO	TOTAL EURO
6.1	1	PEDXRF		
6.2	1	ICP	Unit price	
6.3	1	Vacuum Oven	Unit price	
6.4	1	Balance (0.1 mg)	Unit price	
6.5	1	Balance (10 mg)	Unit price	
6.6	1	Balance (100 mg)	Unit price	
		Training	Lump Sum	
		TOTAL		

Done at:

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

PUBLICATION REFERENCE: **EUROPEAID/121303/D/S/TR** **NAME OF TENDERER**: **[**……**]**

LOT-7: PHYSICAL AND MECHANICAL TESTING EQUIPMENT FOR TCMB LABS

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO	TOTAL EURO
7.1	1	Mortar Mixer	Unit price	
7.2	5	Mixing Palets	Unit price	

7.3	5	Mixing Bowls	Unit price	
7.4	2	Compression Plates	Unit price	
7.5	1	Automatic Vicat Device	Unit price	
7.6	10 Sets	Climatization Sysytem	Unit price	
7.7	1	Set of Sieves	Unit price	
7.8	1	Crushers	Unit price	
7.9	1	Fire Resistance Test Device	Unit price	
7.10	1	Crushing Test Machine	Unit price	
7.11	1	Micro-Deval	Unit price	
7.12	1	Resistance to Freezing and Thawing Apparatus	Unit price	
7.13	1	Grading of Fillers – Air Jet Sieving	Unit price	
7.14	1	Shape of Coarse Aggregate Apparatus (Caliper)	Unit price	
7.15	1	Alkali Silica Reactivity Equipment	Unit price	
7.16	1	Los Angeles Abrasion Machine	Unit price	
7.17	1	Accelerated Aggregate Polishing Machine	Unit price	
7.18	1	Nordic Abrasion Test Machine	Unit price	
7.19	1	Fluidity Equipment	Unit price	
7.20	1	Tensile Dynamometer	Unit price	
7.21	1	Jolting Machine	Unit price	
7.22	20	Mortar Moulds	Unit price	
7.23	1	Fineness Apparatus	Unit price	
7.24	1	Flow Table	Unit price	
7.25	1	Penetration Equipment	Unit price	

	7.26	1	Water Retention Equipment	Unit price	
	7.27	1	Density Pycnometer	Unit price	
Done	**7.28**	1	Reactivity Equipment	Unit price	at:
	7.29	1	Curing Cabinet	Unit price	
	7.30	1	Compressive Strength Machine	Unit price	
	7.31	1	Freeze / Thaw Resistance Machine	Unit price	
	7.32	1	Guarded Hot Plate Apparatus	Unit price	
	7.33	1	Sample Cutting-Slicing Machine	Unit price	
	7.34	1	Bohme Abrasion Disk Equipment (Bohme Disk Abrader)	Unit price	
	7.35	1	Flatness and Curvature (Flatness and bow) Equipment	Unit price	
			Training	Lump Sum	
			TOTAL		

[……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

PUBLICATION REFERENCE: **EUROPEAID/121303/D/S/TR** **NAME OF TENDERER**: **[**……**]**

LOT-8: CE CHEMICALS FERTILIZERSEQUIPMENT FOR ICP-AES METHOD ANALYSIS

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**

8.1.	5	Testing Equipments: ICP–AES Spectrophotometer	Unit price	
		Training	Lump Sum	
		TOTAL		

Done at: […….], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

LOT-9: CE CHEMICALS FERTILIZERS VARIOUS LABORATORY EQUIPMENTS

A	B	C	D	E
ITEM NUMBER	**QUANTITY**	**SPECIFICATIONS OFFERED (INCL BRAND/MODEL)**	**UNIT COSTS WITH DELIVERY [*DDP*] INSTALLATION, PUTTING INTO OPERATION AND WARRANTY AT DELIVERY PLACES IN TURKEY EURO**	**TOTAL EURO**
9.1	3	UV Spectrophotometry	Unit price	
9.2	1	Muffle Furnaca	Unit price	
9.3	1	Flow Cabinet	Unit price	
9.4	2	Ultra Water Distilation Unit	Unit price	
9.5	1	Bench Balance	Unit price	
9.6	1	Flame Photometry	Unit price	

9.7	2	pH Metry	Unit price	
9.8	1	Grinding Mill	Unit price	
9.9	1	Absorption Apparature and Filter	Unit price	
9.10	1	Oven	Unit price	
9.11	1	Lab. Dish Washer	Unit price	
9.12	1	Furnace	Unit price	
		Training	Lump Sum	
		TOTAL		

Done at: [……], **[**../../..**]** by **[***name***]**

On behalf of **[**……**]** [*tenderer's stamp and signature*]

ANNEX IV-B: For Information Purposes Only

Supply of IT equipments for Supply of the IT Hardware and Software for an Information System for Improvement of Public Service and Quality Standards Towards Civil Society Organisations in Turkey"

PUBLICATION REFERENCE: EUROPEAID/121303/D/S/TR **NAME OF TENDERER: […….]**

RECOMMENDED SPARE PARTS AND CONSUMABLES FOR ALL LOTS BY THE CONTRACTOR FOR 10 YEARS
List of Spare Parts and Consumables According to Articles 1.3, 11 of the Instructions to Tenderers

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP/DDU EUR	TOTAL EUR
			Total cost	

Done at:[…….], [../../..] by [*name*]
On behalf of [……] [*tenderer's stamp and signature*

ANNEX V(A): FINANCIAL IDENTIFICATION FORM

ACCOUNT HOLDER

NAME

ADDRESS

TOWN/CITY

POST CODE **COUNTRY**

CONTACT NAME

TELEPHONE

FAX **E-MAIL**

VAT NUMBER

BANK

NAME

ADDRESS

TOWN/CITY

POST CODE **COUNTRY**

BANK ACCOUNT

IBAN (optional)

REMARKS:

BANK STAMP+SIGNATURE of BANK REPRESENTATIVE (Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER: (Obligatory)

ANNEX V(B): MODEL PERFORMANCE GUARANTEE

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

For the attention of
Central Finance and Contracts Unit (CFCU),
Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü
Ankara/TURKEY
referred to below as the "Contracting Authority"

Subject: Guarantee No…
Performance Guarantee for the full and proper execution of contract <Contract number and title>
(please quote number and title in all correspondence)

Identification number: EUROPEAID/121303/D/S/TR
Contract title: Supply of "Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"

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

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

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

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)][8].

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

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

Name: …… Position: ……
[9] Signature: …….. Date: <Date>

[8] This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date
[9] The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V(C): PRE-FINANCING GUARANTEE FORM

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

For the attention of
Central Finance and Contracts Unit (CFCU),
Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü
Ankara/TURKEY

referred to below as the "Contracting Authority"

Subject: Guarantee No…
Financing Guarantee for the repayment of pre-financing payable under contract <Contract number and title> (please quote number and title in all correspondence)

Contract title: Supply of "Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey"
Identification number: EUROPEAID/121303/D/S/TR

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as "the Contractor", the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract <Contract number and title>concluded between the Contractor and the Contracting Authority, hereinafter referred to as "the Contract".

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated for any reason whatsoever. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

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

We note that the guarantee will be released 45 days at the latest after the provisional acceptance of the goods. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)][10].

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

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

[11]Signature: …….. Date: <Date>

[10] This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date
[11] The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V(D): LEGAL ENTITIES

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

PRIVATE COMPANIES

TYPE OF COMPANY □□
□□

NGO YES □ NO □ (Non Govermental Organisation)

NAME(S) □□
□□
□□
□□

ABBREVIATION □□□□□□□□□□

ADDRESS OF THE HEAD OFFICE □□
□□
□□

POSTAL CODE □□□□□□□□□□□□□ **P.O. BOX** □□□□□□

CITY □□

COUNTRY □□

VAT □□□□□□□□□□□□□□□□□□□□□

PLACE OF REGISTRATION □□□□□□□□□□□□□□□□□□□□□

DATE OF REGISTRATION □□ □□ □□□□

DD MM YYYY

REGISTRATION NR □□

PHONE □□□□□□□□□□□□□□□□□□□□□□□□ **FAX** □□□□□□□□□□□□□□□□□□□□□

E-MAIL □□

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

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

*** A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES**

NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.

DATE AND SIGNATURE

ANNEX V(E): LEGAL ENTITIES

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

PUBLIC ENTITIES

TYPE OF COMPANY □□
□□

NGO YES □ NO □ (Non Govermental Organisation)

NAME(S) □□
□□
□□
□□

ABBREVIATION □□□□□□□□□

OFFICIAL ADDRESS □□
□□
□□

POSTAL CODE □□□□□□□□□□□□ **P.O. BOX** □□□□□□

CITY □□

COUNTRY □□

VAT □□□□□□□□□□□□□□□□□□

PLACE OF REGISTRATION □□□□□□□□□□□□□□□□□□

DATE OF REGISTRATION □□ □□ □□□□

DD MM YYYY

REGISTRATION NR □□

PHONE □□□□□□□□□□□□□□□□□□□□□ **FAX** □□□□□□□□□□□□□□□□□□

E-MAIL □□

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:	STAMP
NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE	
SIGNATURE	

ANNEX V(F): GRANT OF FACILITIES[12]

Establishment, Installation, Entry and Residence Facilities

1. In the case of works, supply, service and grant contracts, natural or legal persons eligible to participate in tendering procedures shall be entitled to temporary installation and residence where the needs of the contract so require. This right shall be acquired only after the invitation to tender has been issued and shall be enjoyed by the technical staff needed to carry out studies preparatory to the drawing up of tenders; it shall elapse one month after the contractor is designed.
2. The Government of Turkey shall permit personnel taking part in works, supplies, services and/or grant contracts financed by the Community, and members of their immediate family, to enter Turkey, to establish themselves in the State, to work there and to leave the said State, as the nature of the contract so justifies.

Import and re-export of Equipment

1. The Government of Turkey shall grant the permits necessary for the importation of professional equipment including motor vehicles required to execute the Project, subject to existing laws, rules and regulations of Turkey.
2. The Government of Turkey shall further grant natural and legal persons who have executed works, supplies, services and/or grant contracts the permits required to re-export the said equipment.

Imports and Exchange Control

1. For the execution of Project, the Government of Turkey undertakes to grant import authorizations and authorizations for the acquisition of the foreign exchange without discrimination between:
    - for Project approved under the MEDA Regulation, the countries of the European Union, and the MEDA partner territories and countries eligible under the MEDA Regulation.
    - for Project approved under the Pre-accession Regulation, the countries of the European Union, the MEDA partner territories and countries eligible under the MEDA Regulation, the countries of Central and Eastern Europe eligible under the PHARE Regulation[13] and the countries eligible under the CARDS Regulation[14].
2. The Government of Turkey shall grant the permits necessary to repatriate funds received in respect of The Project in accordance with the foreign exchange control regulations in force in Turkey.
3. The Government of Turkey shall exempt EC financed projects from procedures requiring the transfer of the price of goods and/or services to EC contractors abroad through banks or financial institutions operating in Turkey.

Taxation and Customs

1. Taxes, customs and import duties and levies and/or taxes of equivalent effect shall be charged neither to the grant nor to the co-financing contribution provided by Turkey.
2. All imports by EC contractors shall be allowed to enter Turkey without being subject to customs or import duties, charges, VAT and the Special Consumption Tax or to any other similar tax, duties or charges. Such exemption shall only be applied to the imports in connection with the goods supplied and/or services rendered and/or works executed by the EC contractor under the EC

[12] This is an extract of Article 5-8 of Annex A of the Framework Agreement signed between Turkey and the EC in 2004, and adopted as law by Turkish Parliament (no: 5303) on 22 February 2005 and published in the Turkish Official Gazette on 26 March 2005, no: 25739.
[13] Council Regulation (EC) No 3906/1989 of 18 December 1989 on economic aid for certain countries of central and Eastern Europe. OJ L 375, 23.12.1989, p. 11.
[14] Council Regulation (EC) No 2666/2000 of 5 December 2000. OJ L 306, 7.12.2000, p. 1.

contract. Turkey shall ensure that the imports concerned will be released from the point of entry for delivery to the EC contractors as required by the provisions of the contract and for immediate use as required for the normal implementation of the contract, without regard to any delays or disputes over the settlement of the above-mentioned duties, taxes or charges.

3. EC contractors shall be exempted from VAT for any service rendered or goods supplied or works executed under the EC contract. Goods supplied or services rendered or works executed by a contractor to the EC contractor shall also be exempted from VAT. Such exemption shall only be applied to the goods supplied or services rendered or works executed which are connected with the goods supplied or services rendered or works executed by the EC contractor under the EC contract.

   Any EC contractor or contractor supplying goods and/or rendering services and/or executing works for an EC contractor who is entitled to the exemption, as provided in this Agreement, shall be entitled to offset or deduct any VAT paid in connection with the goods supplied and/or services rendered and/or works executed which are exempted from VAT, as provided in this Agreement, against any VAT collected by them for any of their other transactions. Should the EC contractor or contractor not be able to make use of this possibility, they shall be able to obtain a VAT refund directly from the tax administration in a maximum period of ten (10) days upon submission of a written request to the tax administration attaching the necessary documentation required under Turkish law for the refund of VAT.

   Exemption from VAT shall also apply to any similar tax which may be instituted after the date of signature of this Agreement in addition to, or in replacement of, existing VAT.

   The relevant tax authority shall provide EC contractors who are entitled to the exemption within this Agreement with a certificate confirming such exemption upon submission by the relevant EC contractor of a written request; the request should include documentation to confirm the identity and status of the requesting EC contractor. The tax authority shall deliver the certificate or refuse it upon justification within 30 calendar days maximum.

4. EC contracts shall not be subject in Turkey to stamp or registration duties, or to any other charge having an equivalent effect thereto, whether such charges exist or are to be instituted.

5. Expenditures of EC contractors shall be relieved from the Special Consumption Tax. This relief shall only be applied to the expenditure in connection with the goods supplied and/or services rendered and/or works executed by that EC contractor under the EC contract.

6. Natural persons not nationals and not residents of Turkey carrying out service and/or works and/or grant and/or twinning contracts financed by the Community and the eventual co-financing contribution provided by Turkey shall not be subject to income tax in Turkey for the income generated by this type of contract.
   Legal persons will be subject to the same above provision provided that they do not have their permanent establishment or fixed base in Turkey.

   Profit and/or income arising from EC contracts shall be taxable in Turkey in accordance with its tax system if the natural and/or legal persons making such profit and/or income have their permanent establishment or fixed base in Turkey according to the provisions of the applicable double taxation agreements as ratified by Turkey.

7. Personal and household effects imported for personal use by natural persons (and members of their immediate families) other than those recruited locally, carrying out tasks defined in service and/or works and/or grant contracts and/or twinning contracts or covenants shall be exempted from customs duties, import duties, taxes and other fiscal charges having equivalent effect, the said personal and household effects being either re-exported or disposed of in the state in accordance with the regulations in force in Turkey after termination of the contract.

8. Natural and legal persons importing professional equipment shall, if they so request, benefit from the system of temporary importation as defined by the national legislation of Turkey in respect of the said equipment.
9. Those benefiting from the Project shall be exempted from "Inheritance and Transfer Tax" resulting from goods transferred to them without consideration in any way under the Project.
10. In the implementation of these exemptions, Article 9 about the origin of materials and supplies will be applied.
11. Turkey shall issue the necessary secondary legislation to make the tax provisions established in this Agreement effectively applicable soon after this Agreement comes into force. Tax exemptions to be provided under this Agreement shall be on an ex-ante basis.
12. For the purposes of this Agreement, the term "EC contractors" shall be construed as natural and legal persons, supplying goods and/or rendering service and/or executing works and/or executing a grand contract under EC contract. The term "EC contractor" also covers pre-accession advisors, also known as resident twinning advisers, and experts included in a twinning covenant or contract.

    The term "EC contract" means any legally binding instrument financed out of the grant and possible co-financing and signed by the EC or the CFCU or an Implementing Agency or a grant beneficiary.

ANNEX V(F): PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE

Contract No °……Title : Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey

Contractor: **……** Beneficiary: **……**

Item	qty	Description	Delivery	[Installation]	[Spare Parts]	[Consumables]	[(Manuals]	[Training]	Remarks
1	[…]	[…….]							
2	[…]	[…….]							
3	[…]	[…….]							
4	[…]	[…]							

Provisional: All of the above mentioned items have been delivered, installed, tested and found compliant with the Technical Specifications of the supply contract.

Final: The Supplier has remedied any defect or damage occurred during the warranty period, as specified in the contract.

(delete not applicable)

Date of acceptance:…….

The Contractor
Name
Signature……..

The Beneficiary
Name
Signature……..

The Project Manager (Contracting Authority)
Name
Signature……..

C. FURTHER INFORMATION

GLOSSARY

Successful tenderer: The tenderer selected at the end of the procedure for the award of the contract.
Contracting Authority: The party which concludes the contract as provided in the Financing Agreement, be it the Commission for and on behalf of the beneficiary, a country or a legal person governed by public or private law, as mentioned in the financing agreement.
Project Manager: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.
Supplies: All items which the Contractor is required to supply to the Contracting Authority, including, where necessary, services such as installation, testing, commissioning, provision of expertise, supervision, maintenance, repair, training and other such obligations connected with the items to be provided under the contract.
Hybrid contract: A contract between the contracting authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.
General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.
Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).
Evaluation committee: A committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.
Written communications: Certificates, notices, orders and instructions issued in writing under the contract.
Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the provision of the supplies.
Conflict of interest: Any event influencing the capacity of a candidate, tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or contractor.
There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.
Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.
Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day in the country of the Contracting Authority, the period expires at the end of the next working day.

Implementation period. The period from contract signature, or alternative date if specified in the Special Conditions, until the provisional acceptance of the supply.
Execution period. The period from contract signature until 18 months after the provisional acceptance of the supply. This period includes the warranty and the final acceptance of the supply.
Day: Calendar day.
In writing: This includes any hand-written, typed or printed communication, including telex, cable, e-mail and fax transmissions.
Supply contract: Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Foreign currency: Any currency, other than the euro, which is permissible under the applicable provisions and regulations and has been indicated in the tender.
National currency: The currency of the country of the Contracting Authority.
Tender price: The sum stated by the tenderer in its tender for carrying out the contract.
Contract value: The sum stated in the contract representing the initial estimate payable for carrying out the supplies, or such other sum as ascertained at the end of the contract as due under the contract.
Most economically advantageous tender: The tender deemed to be best in terms of the specific criteria laid down for the contract in question, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance and the price or lowest price. These criteria must be published in the procurement notice or stated in the tender dossier.
Tenderer: Any natural or legal person or consortium thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operators, natural or legal persons, who supply products, execute works and provide services respectively.
Open procedure: Calls for tender are open where all interested economic operators may submit a tender.
Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.
General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.
Warranty obligations: The warranty of the Contractor that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials. This warranty must remain valid for a maximum of 1 year after provisional acceptance. See article 32 of the General Conditions.
Commercial warranty: The warranty the manufacturer provides for a defined period that the supply will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service. The Commercial warranty should not be confused with - and might go beyond - the warranty period of the contract.

ADMINISTRATIVE COMPLIANCE GRID

Contract title:	Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey	**Publication reference:**	EuropeAid/121303/D/S/TR

				Tenderer No					
No	**Checked Item**	**Grounds**		1	2	3	4	5	6
1.	Document certifying Tenderer's nationality including one from each consortium partner, in the case of consortium (e.g. extract from Commercial Register)	ITT Art.11	Yes/No						
2.	Nationality of the subcontractor is eligible	ITT Art. 3	Yes/No						
3.	Eligible origin and proper statement attesting the origin of the supplies tendered	Instr. Art. 4.1 & 11	Yes/No						
4.	Price in Euro	Instr. Art. 6	Yes/No						
5.	Period of validity of the offer	Instr. Art. 8 Tender submission form p. 7.5	Yes/No						
6.	Language as required	Instr. Art. 9	Yes/No						
7.	Required number of copies (original and 3 copies)	Instr. Art. 10.2	Yes/No						
8.	A training proposal as defined in Annex II- Technical Specifications	Instr. Art. 11	Yes/No						
9.	A list of spare parts and consumables with itemized unit prices necessary for the use of the equipment.	Instr. Art. 1.3 & 11	Yes/No						
10.	Financial offer	Instr. Art. 11(Part 2)	Yes/No						
11.	The details of the bank account (duly completed Financial Identification form)	Instr. Art. 11(Part 3) Annex to the Tender Form for a Supply Contract	Yes/No						

12.	The details of the legal entity (Duly completed legal entity form)	Annex VI	Yes/No						
13.	Duly authorised signature (Power of attorney of the person and/or circular of signatures who is authorised to sign the tender)	Instr. Art. 11 Tender submission form, p. 7	Yes/No						
14.	A description of the commercial warranty tendered in corformity with The Technical specifications.	Instr. Art. 11(Part 3)	Yes/No						
15.	Tender guarantee for the required amount in required form.	Instr. Art. 11(Part 3)	Yes/No						
16.	A statement to the effect that tenderer is not in any of the situations listed in section 2.3.3 of the Practical Guide to contracts procedures EC external actions.	Instr. Art. 3.4	Yes/No						
17.	Duly completed Tender Form for a Supply Contract	Inst. Art. 11	Yes/No						
18.	Tenderer's Declaration signed and stamped (by all consortium partners, for a consortium)	Tender Form for a Supply Contract Art. p. 7. Instr. Art. 18							
19.	Leader of a consortium designated.	Instr. Art. 18.1 Tender submission form p. 1	Yes/No						
20.	No variant solution is provided	Inst. Art. 20.5	Yes/No						
	Overall decision: Tender accepted for further evaluation (P) or rejected (F)		Pass/Fail						

Legend:

Y Yes

N No

C Clarification Requested

N/A Not Applicable

P Pass

F Fail

Chairperson …….
Signature ……
Date ……..

(Initials of each of the Evaluation Committee members)

EVALUATION GRID

Contract title :	Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey	**Publication reference :**	EuropeAid/121303/D/S/TR

Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/…)	Professional capacity? (OK/a/b/…)	Technical capacity? (OK/a/b/…)	Compliance with technical specifications? (OK/a/b/…) **(*)**	Ancillary services as required? (OK/a/b/…/NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? **(**)** (Yes/No/Not applicable)	Technically compliant? (Y/N)	Notes:
1											
2											
3											
4											

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

(*)The "compliance with technical specifications" column will be evaluated according to the "Technical Specifications Table" given at Annex II - Technical Specifications.

(**) The "other technical requirements" column will be evaluated according to the "Other Technical Requirements Table" given at Annex II -Technical Specifications.

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: EUROPEAID/121303/D/S/TR

Contract title: "Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey "

<Place and date>

A: Central Finance and Contracts Unit (CFCU)
Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok 06580 Söğütözü Ankara/TURKEY

One signed original form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers**.** The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a **consortium** (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.

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

1 SUBMITTED BY

	Name(s) of tenderer(s)	**Nationality**[2]
Leader		
Member		
Etc …[1]		

[1] add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted)

[2]Country in which the legal entity is registered

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data[3] based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	**Year before last** **€**	**Last year** **€**	**This year** **€**	**Next year** **€**	**Average** [4] **€**
Annual turnover [5], excluding this contract					
Cash and cash equivalents[6] at beginning of year					
Net cash from / (used in) operating, investing & financing activities[7] excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents[6] at end of year [ie, the sum of the above three rows]					

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

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

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

[6] Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity

investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

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

4 STAFF RESOURCES

Please provide the following personnel statistics[8] for the current year and the two previous years.

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

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

[9] corresponding to the relevant specialisms identified in point 5 below

[10] staff directly employed by the Tenderer on a permanent basis (ie, under indefinite contracts)

[11] other staff not directly employed by theTenderer on a permanent basis (ie, under fixed-term contracts)

5 FIELDS OF SPECIALISATION

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

	Leader	Member 2	Member 3	Etc …[ε]
Relevant specialism 1				
Relevant specialism 2				
Etc …[12]				

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

6 EXPERIENCE

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

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

7 TENDERER'S DECLARATION(S)

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

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

We, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender No **[EUROPEAID/121303/D/S/TR]** of **Supply of the IT Hardware and Software for an Information System for Improvement of Public Service and Quality Standards Towards Civil Society Organisations in Turkey**. We hereby accept its provisions in their entirety, without reservation or restriction.

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

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

Lot no **[**….**]**: **[***description of supplies with indication of quantities and origin***]**

3 The price of our tender [*excluding the discounts described under point 4*] is:

Lot No 1: [……..]

Lot No 2: [……..]

Lot No 3: [……..]

Lot No 4: [……..]

Lot No 5: [……..]

Lot No 6: [……..]

Lot No 7: [……..]

Lot No 8: [……..]

Lot No 9: [……..]

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

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

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

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

[……**]**

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

9 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. The date on the evidence or documents provided will be no earlier than 1 year before the date of the notification of award, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

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

10 We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application.

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

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

Name and first name: [……]

Duly authorised to sign this tender on behalf of:

[…… …**]**

Place and date: [……..…….]

Stamp of the firm/company:

This tender includes the following annexes:
[*Numbered list of annexes with titles*]

TENDER GUARANTEE FORM

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

For the attention of **Central Finance and Contracts Unit (CFCU)**
Eskişehir Yolu 4.Km 2.Cad. (Halk Bankası Kampüsü) No: 63 C-Blok
06580 Söğütözü Ankara/TURKEY
referred to below as the "Contracting Authority"

<Date>

Identification number**: EUROPEAID/121303/D/S/TR**

Contract title**:** **"Supply of Equipment For Supporting the Market Surveillance Laboratories for the Implementation of EC Directives in the Areas of Fertilisers, Lifts, Non-Automatic Weighing Instruments, Textiles and Legal Metrology in Turkey "**

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

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made. We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers.

The law applicable to this guarantee shall be that of the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the Ankara courts of Turkey.

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

Name: …… Position: ……

Signature: ……..

Date: