

TABLE OF CHARACTERISTICS OF ADMINISTRATIVE CLAUSE SPECIFICATIONS

Adapted to contents of Law 9/2017, of 8 November, on Public Sector Contracts (LCSP).

0. PROCUREMENT TITLE, PROCEDURE AND REFERENCE NUMBER

0.0 Nature of procurement: Supply (with installation)

0.1. Title Sheet: MANUFACTURE, SUPPLY AND INSTALLATION OF A REAL MODEL TO BE PLACED IN THE VISITOR CENTRE OF GIZAH IN EGYPT

0.2. Procedure: Abbreviated

0.3. Reference: TSA0077201

0.4 Country: Egypt

1. PURPOSE OF THE SPECIFICATIONS

1.0. Object of the Sheet: Manufacturing, Supply and Installation of a New Real Model to be placed in the Visitor Centre of Gizah, in the framework of the action for the completion of the Project for the Modernisation and Improvement of the archaeological sites of Egypt

1.1. Division into Lots: The bid invitation is not divided into lots.

reason: Risk to the proper performance of the contract due to the nature of its subject matter. Art. 99.3.b

CPV code of the contract if it is not divided into lots.

CPV: 34999400-0 (+ info)

Remarks: 34999400-0 Scale models

2. CONDITIONS OF EXECUTION

2.0 Essential conditions of execution

- *Method of invoicing and payment*

- *Total or partial execution deadlines established in the specifications*

2.1 Special conditions of execution

- *Reduction of greenhouse gas emissions*

How to check or monitor compliance: Emisión de facturas por vía electrónica evitando el consumo de papel

3. BUDGET AND ESTIMATED VALUE

3.1 Determined or Estimated Budget *The budget is determined.*

VAT or Indirect Tax Applicable in the Country of Reference (hereinafter VAT): VAT

% TVA: 14%

Offered in local currency: *The budget cannot be offered in local currency*

The base budget of this tender in EUROS WITH VAT is: 35.112€

The amount for VAT is: 4.312€

Value of the Contract (Art. 101 LCSP)

The base bidding budget in euros (EUR) WITHOUT VAT is: 30.800€

Expected amount of the extensions (if applicable) in euros (EUR) WITHOUT VAT is: 0€

Expected amount of the modifications (if any) in euros (EUR) WITHOUT VAT is: 0€

Total Contract Value in euros (EUR) WITHOUT VAT is: 30.800€

3.2 Unit and Price Charts

Budget Summary / Units and Prices Table / Lump sum: MANUFACTURE, SUPPLY AND INSTALLATION OF A REAL MODEL TO BE PLACED IN THE VISITOR CENTRE OF GIZAH IN EGYPT

ARCHAEOLOGICAL MODEL: GIZAPLATEAU		MED.	UD.	PRICE	SUMMARY
1	Design, historical and topographical information	1	unit	6.000,00€	6.000,00€
2	Manufacture and supply of real mock-up	1	unit	14.300,00€	14.300,00€
3	Supply and installation Steel sub-structure	1	unit	2.200,00€	2.200,00€
4	Supply and installation of wooden paneling of the substructure	1	unit	2.200,00€	2.200,00€
5	Supply and installation of lighting and forced mechanical ventilation system.	1	unit	2.450,00€	2.450,00€
6	Supply and installation of transparent showcase	1	unit	1.650,00€	1.650,00€
7	Supply and installation of copper information panel	1	unit	2.000,00€	2.000,00€
BUDGET (without Taxes)					30.800,00€
VAT 14%					4.312,00€
MAXIMUM TENDER BUDGET (including VAT)					35.112,00€

4. FORM, DEADLINE FOR SUBMISSION OF PROPOSALS AND COMMUNICATIONS

4.1 Form of presentation and communications

Procedure (judgment): OPEN SIMPLIFIED ABBREVIATED (NO VALUE JUDGMENT)

* In abbreviated procedures, value judgement evaluation criteria may not be used and no solvency may be requested.

Tenderers must submit the following envelopes and *contents* indicated below:

- **Single envelope.** *Criteria that can be evaluated by means of a formula*.*

Data of the Bid Receiving Office

Bids must be submitted physically to the address of the Bid Receiving Office:

Spanish Embassy Economic & Commercial Office
Boulos Hanna Street, Vini Square, Dokki, 19
Cairo 12311
Egypt

All tender documentation must be in the language of the tender: English

4.2 Deadline for submission

Deadline for submitting the offer: February 7th, 2024 at 12:00:00 PM UTC+01:00

Office hours for physical deliveries: Sunday-Thursday from 8:00h to 15:30h

For clarifications bidders may contact:

Contact name: Francisco José Águila Fernández-Paniagua

Email: faguila@tragsa.es

Tel: (+34) 663 650 117 / (+2) 01092759133

Public opening ceremony: February 7th, 2024 at 12:30:00 PM UTC+01:00

Remarks: For health and safety reasons, the attendance to the opening ceremony by any interested Bidder, must be notified by email to Tragsa at last 48 hours earlier, in order to grant the entry.

5. MINIMUM REQUIREMENTS AND SOLVENCY

Is Solvency required? No

6. VALUATION CRITERIA

6.1 Envelope of Criteria Automatically Evaluable Criteria by Formula

6.1.1 Cost-effectiveness criteria

PRICE: The following 80 points to the most economical offer, the others being valued according to the result of the following formula will be awarded:

$$P_x = P_{max} - 100 \left[\frac{O_x - O_{mb}}{O_{mb}} \right]$$

P_x = scoring of the bidder with a minimum of zero points
P_{max} = maximum score
Where: O_x = amount of the tenderer's bid
O_{mb} = amount of the lowest bid

6.1.2 Qualitative criteria

A) Quality Criteria: No criteria have been selected.

B) Criteria related to Personnel: No criteria have been selected.

C) Criteria related to Delivery or Performance:

- *Delivery/execution deadlines: 20 points*

Valuation intervals for each of the above criteria. Form and/or template for evaluation and supporting documentation to be submitted by the bidder:

Due to the strategic nature of the sites and the need of the SCA to have the model in the Visitor Centre totally finished and working in the shortest possible time, the reduction of the total delivery time (considered from the Start Order by Tragsa until the delivery of the model totally finished ready for Deliverance), will be positively valued. The reduction of the delivery time of the finished model will be valued:

- Total term more than 12 weeks: Not valid
- Deadline = 12 weeks: 0 points
- Reduction of the deadline by 1 week: 10 points
- Reduction of the deadline by 2 Weeks: 15 points
- Reduction of the deadline by 3 Weeks: 20 points

D) Improvements or additional benefits: No criteria have been selected.

6.2. Criteria Evaluable by means of Value Judgment No criteria have been selected.

7. ABNORMALLY LOW BIDS

Abnormally low bid is included by a multi-criteria.

8. AWARD

8.1 Documentation to be submitted to the Bid Receiving Office by the highest-ranked bidder

- *Tax Identification Number of the company for use in the country.*
- *Identity card of the employer or of the representative of the company signing the contract.*
- *Deed recording the latest wording of the corporate purpose of the company signing the contract.*
- *Bank certificate accrediting the ownership of the bank account for payment of the corresponding invoices.*

9. EXECUTION OF THE CONTRACT

Once Tragsa has selected the most suitable offer, in accordance with the criteria indicated in this file, following publication of the award in the contracting profile of the Public Sector Contracting Platform and communication of same to the bidders, the successful bidder will be asked to execute the corresponding contract.

In the event that the contract is not executed for reasons attributable to the successful tenderer within the above deadlines, a penalty of 3% of the tender amount (excluding VAT) will be claimed as a penalty, to be paid against the provisional guarantee if it has been constituted, or a demand shall be issued requiring the supplier to deposit it.

In the latter case, the contract will be executed with the next classified bidder on presentation of the aforementioned documentation within the aforementioned deadlines.

The contract shall not be performed prior to execution.

The contract will be executed in a private document or in a public deed, if so requested by the successful tenderer. In the latter case, the costs derived from execution of the contract and execution of the public deed shall be borne by the successful tenderer. The formalisation of the contract will be executed in digital form in all cases.

A copy of the Specifications and this Schedule (CPC) shall form part of the document executing the contract and shall be signed by the successful tenderer.

10. REVISION OF PRICES

The successful bidder waives the right to revise the prices offered.

11. COMPLIANCE WITH THE CONTRACT

11.1 Execution:

The execution of the contract will be verified in: [Gizah, Egypt](#)

11.2 Remedies:

Deadline for rectification of deficiencies observed in the acceptance report: [15 days](#)

11.3 Confidentiality: [Does not apply.](#)

11.4 Warranty Period: [Does not apply.](#)

11.5 Intellectual Property: [Does not apply.](#)

11.6 Insurance: [Does not apply.](#)

11.7 Personal regulation: [Does not apply.](#)

Clause 11 of the specifications, referring to the regulation of the subcontractor's personnel working in TRAGSA's offices. [Does not apply.](#)

12. WARRANTIES

12.1 Provision of the guarantee: A guarantee is not requested.

13. PERFORMANCE DEADLINES

13.1 Validity: The term of the contract shall be 6 MESES counted from the date of signing of same, notwithstanding any extensions that may be agreed upon, subject to the prior written agreement of the parties.

13.2 Execution: The term of execution of the contract will be 12 SEMANAS counted from la orden de inicio por Tragsa It is understood that this deadline has been met if Tragsa/Tragsatec has approved the acceptance act.

In addition to the above deadlines Tragsa/ Tragsatec reserves a period of 15 días for the review of the service / work carried out and the verification of the quality requirements demanded in these specifications.

13.3 Mandatory Extensions of the Contract: No extensions are foreseen.

13.4 Partial delivery deadlines: The following partial deadlines are foreseen:

Collect historical and topographical information:	2	WEEKS
Integral manufacture of the model, transport and supply:	8	WEEKS
Assembly and installation of the model, on-site works:	2	WEEKS

14. ADMINISTRATIVE PENALTIES

14.1 Penalties:

Partial breach of contract: Does not apply.

Defective compliance: Does not apply.

Failure to comply with the special/essential conditions of execution will lead to the following penalties on the amount of the award: Does not apply.

If the contractor incurs a delay with respect to the total partial deadlines established in the contract, for a cause attributable to same, Tragsa/Tragsatec may opt, in view of the circumstances of the case, without the need to issue prior notice to the successful bidder of its delay, to terminate the contract or to impose the daily penalty of the percentage indicated of the amount of the contract that has been delayed. 0,1 %

Other penalties for delay: Daily penalties may be applied up to a total value of 5% of the award amount. 5%

15. SUBCONTRACTING

15.1 Subcontracting regime:

Subcontracting is allowed.

Partial subcontracting of the service covered by this tender is permitted except for the following tasks considered critical and for the following reasons: The site Surveyor must be part of the awarding Company, and must be coordinate contact with Tragsa's On-site Manager.

The infringement of the subcontracting conditions, the lack of accreditation of the contractor's aptitude or of the circumstances that determine the emergency or those that make subcontracting urgent shall have one of the following consequences: the imposition of a penalty of up to 50% of the subcontract amount.

15.2 Payments to subcontractors and suppliers: The main contractor shall be obliged to pay the subcontractors or suppliers the agreed price within the terms and conditions indicated in the specifications.

15.3 Verification of payment to subcontractors or suppliers: The payment to subcontractors is not checked.

In this case, it will be considered an "essential requirement of the contract" (section 2.0 of the CCP) and will be published in the tender announcement, the main contractor will send Tragsa, upon request, a list of the subcontractors and suppliers that participate in the contract when their participation is established, together with the subcontracting or supply conditions of each of them that are directly related to the payment. Likewise, at Tragsa's request, it will send proof of compliance with the payments made to them once the service has been completed within the terms established by Law 3/2004, as applicable.

16. INVOICING AND PAYMENT

16.1 Periodicity: Monthly

16.2 Invoicing details:

The successful tenderer must send the invoices with the details indicated (Tax Identification Number, Company Name, Physical or electronic address, etc.):

Empresa de Transformación Agraria SA, SME, MP - TRAGSA

VAT N°: A-28476208

Calle Maldonado 58 - 28006 Madrid, Spain

16.3 Possibility of advance: No

17. TERMINATION OF THE CONTRACT

17.1 Cause for termination of contract section i): Obligations regarding Occupational Risk Prevention and Data Protection are not requested.

18. ASSIGNMENT OF THE CONTRACT

18.1 Assignment of Contract: The assignment of the contract is permitted under the terms stipulated in the specifications.

19. AMENDMENT AND SUSPENSION OF CONTRACT

19.1 Planned amendments: No modifications are foreseen.

19.2. Suspension of the contract: Yes

The suspension of the execution of the contract may be agreed by TRAGSA in accordance with article 190 of the LCSP, or it will take place at the request of the contractor in accordance with article 198.5 of the aforementioned law (in those cases of payment delays of more than four months). In both cases, a record will be issued, ex officio or at the request of the contractor, in which the circumstances that have motivated it and the factual situation in the execution of that will be recorded. Once the suspension has been agreed, TRAGSA will pay the contractor for the damages effectively suffered by the latter, subject to point 2 of article 208 of the LCSP.