



Lettera d'ordine - CIG Z053661065

Beirut, 13/05/22

Spett.le Proactive ITS

Spett.le Società,

Messrs,

In relazione al Vostro preventivo del 19/04/2022 Vi comunichiamo che siamo interessati alla fornitura di servizio le cui caratteristiche e condizioni vengono di seguito dettagliate:

Referring to your quotation dated on 19/04/2022, We confirm our interest in purchasing the service according with the following details:

1. Servizio:
Fornitura server centrale (NAS) per archiviazione condivisa con tutti gli utenti appartenenti alla rispettiva rete di computer della Sede.
1. Service:
Supply of a data storage device (Network-Attached Storage - NAS) for shared storage with all users belonging to the respective computer network of the Office.
2. Caratteristiche tecniche: come da preventivo allegato del 19/04/2022;
2. Technical characteristics: as for attached quotation dated 19/04/2022;
3. Prezzo: **€ 1,132.20 (Euro mille cento trentadue e 20/100)** IVA inclusa;
3. Price: **€ 1,132.20** (one thousand one hundred thirty-two and 20/100 Euro only) VAT included.
4. Pagamento: sulla base della
4. Payment: based on the presentation



presentazione di una fattura e dopo aver accertato la regolarità della fornitura e la sua corrispondenza al preventivo tramite Verbale di Regolare Esecuzione;

5. Eventuali danni che, durante la fornitura del materiale/servizio, fossero occasionati a cose o persone saranno a totale Vostro carico.

Vi saremo pertanto grati di provvedere alla fornitura del suddetto servizio.

RingraziandoVi, distinti saluti.

Per accettazione incondizionata

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of an invoice and upon verification of the regular execution of the supply according to the details as stated the quotation through the Final Inspection Certificate;

5. Possible damages that, during the supply of the material / service, things or people were occasioned to they will be to total your load.

We will grateful if you could provide us the above service.

Yours faithfully.

For unconditioned acceptance



Il Titolare della Sede
Alessandra Piermattei

UNIQUE DOCUMENT OF REQUIREMENTS**PART I****INFORMATION REGARDING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY**

Identity of the Contracting Authority	Answer:
Name:	Development Cooperation Section of the Embassy of Italy – AICS Director Alessandra Piermattei
Title and brief description of the procurement:	Affidamento diretto / Single quote – contracts under 40.000 Euro
CIG	CIG Z053661065

PART II: INFORMATION ABOUT THE ECONOMIC OPERATOR

A. Identification data of the economic operator	Answer:
Name:	proactive ITS
National identification number, if required (tax code, VAT number, registration)	[REDACTED]
Mailing address:	[REDACTED]
Contact Persons:	[REDACTED]
Phone:	[REDACTED]
PEC or e-mail:(website) (IF existing):	[REDACTED]

B. Eventual representatives of the economic operator:	Answer:
Full Name	[REDACTED]
Date e Place of birth	[REDACTED]
Position/Title of work:	[REDACTED]
Postal Address:	[REDACTED]
Telephone:	[REDACTED]
E-mail:	[REDACTED]
If necessary, provide us details about the representation (form, scope, purpose):	[REDACTED]

PART III: REASONS FOR EXCLUSION**A: Reasons related to criminal judgements**

The entities that have been subject of a conviction by final judgement which has the force of res judicata in Italy or in the Country where the contract is performed for one or more of the following are excluded from participation in public procurement (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences linked to terrorist activities; (5) money laundering or terrorist financing; (6) child labor or other form of trafficking in human beings; (7) any other illegal activity from which arise incapability of contracting with public Authorities. The relevant criteria are the one provided under Italian law and:

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[REDACTED] V

- in the member States of the European Union, the criteria indicated by the internal laws that ratified article 57 of the directive 2014/24/UE;
- in non-member States of the European Union, the equivalent criteria provided by local criminal laws.

The economic operator or a member of its management or supervisory bodies or any person with an authority of representation, decision or control whom has not been convicted for one of the reasons mentioned above with a final judgement since no more than five years or following which judgement an exclusion period has been established and it is still applicable.

B: Reasons related to the payment of taxes or social security contributions

The economic operator has satisfied all the obligations related to the payment of taxes or social security contributions, in the country where it is established, in Italy and in the country where the contract has to be performed.

C: Reasons linked to insolvency, conflict of interests or professional misconduct

- 1) The economic operator is not in breach, according to his knowledge, of any obligations regarding health and safety at work, environmental, social and labor laws.
- 2) The economic operator is not in any of the following situations and it is not subject to a proceedings for the verification of one of the following situations:
 - a) bankruptcy, insolvency procedure, winding up, arrangement with creditors, receivership or other similar situation;
 - b) The economic operator has ceased its activities;
- 3) The economic operator has not been guilty of serious professional misconduct;
- 4) The economic operator has not entered into agreements with other economic operators in order to distort competition;
- 5) The economic operator is not aware of any conflict of interest related to its participation in the procurement procedure;
- 6) The economic operator or a related company did not provide advice to the Contracting Authority or has otherwise been involved in the preparation of the award procedure;
- 7) The economic operator has not already experienced the early termination of a previous public tender or has already been ordered to pay damages or other penalties in relation to a previous public contract;
- 8) The economic operator confirms:
 - a) not having been seriously guilty of false declaration in providing the requested information for verifying the absence of exclusion criteria or the fulfillment of the selection criteria,
 - b) not having concealed this information,
 - c) to be able to transmit without delay the additional documents requested by the Contracting Authority,
 - d) not having attempted to influence the decision-making process of the Contracting Authority, not having attempted to obtain confidential information that may give advantages in the procurement procedure, not having provided misleading information that may have a significant influence on the decisions concerning the procurement procedure.

D: Reasons for exclusion provided for by Italian legislation and equivalent situations provided for by the law of the country where the contract is performed

The economic operator is not in any of the following situations:

- 1) having reasons for decadency, suspension or prohibition provided for by anti-mafia legislation
- 2) is subject to infiltration by criminal organizations
- 3) has been subject to a ban of exercise any activity or to any other another sanction that involves the prohibition of contracting with the public administration
- 4) is registered in the electronic database of the National Anti-Corruption Authority for having submitted false declarations or false documentation for the purpose of obtaining the qualification certificate, for the period during which the registration persists;
- 5) has breached the prohibition of fiduciary registration
- 6) has breached the rules regarding the right of work of the disabled
- 7) if he has been the victim of bribery or extortion crimes committed by criminal organizations or by subject facilitating the activity of criminal organizations and does not occur any case of self-defense, then he has reported the facts to the judicial authority
- 8) is in control of any another participant in the same procurement procedure, or in any relationship, even de facto, if the controlling situation or the relationship implies that the offers are imputable to a single decision-making center.

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Has entered into employment or self-employment contracts and, even has assigned tasks to former employees of the Contracting Authority who have terminated their working relationship since less than three years and moreover, for the last three years of service has exercised an authority or negotiating powers on behalf of the Contracting Authority on the same economic operator (pantomage or revolving door).

PART IV: SELECTION CRITERIA

The economic operator fulfills all the selection criteria required in the documentation for the procurement procedure

Part V: FINAL DECLARATIONS

The undersigned declares / declare formally that the information contained in parts from II to IV are true and correct and that the undersigned is / are aware / of the consequences, including of criminal nature, of a serious false declaration, provided for by Italian law and local law.

The undersigned hereby certifies/certify the absence of reasons for exclusion provided in Part III and the possession of the requirements provided in Part IV.

The undersigned authorizes/authorize formally the Contracting Authority, as per part I, to perform the verifications with the competent local authorities on the truthfulness of the declarations made according to the requirements.

The undersigned accepts without reservations or exceptions the provisions and conditions contained in the letter of awarding and in its Annex 1 which is an integrated part thereof.

Beirut, 13/05/22

[name, surname and quality of the undersigned]

Mohammed Zahrani / general manager

ATTACH COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.

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INFORMATIVE ON PHYSICAL PERSONS DATA PROTECTION
Regulation (EU) 2016/679, art. 13

The processing of personal data is based on the principles of law, correctness and transparency to protect the fundamental rights and freedoms of individuals. To this purpose, the following information are provided:

To this purpose, we provide the following information:

1. The ownership for the treatment is with the Italian Agency for Development Cooperation (AICS), that, in the specific case, is operating through the Italian Agency for Development Cooperation – Beirut Office (AICS), Address: Baabda – Presidential Palace Road, kettaneh Construction Building, 2nd floor, Beirut, Lebanon E-mail: beirut.aicsadmin@esteri.it, Phone:+961 (0)5 951 376/377/378.
2. AICS has a responsible for the personal data protection who, in case of questions or claims, can be reached at (Italian Agency for Development Cooperation, Via Salvatore Contarini 25, 00135 ROMA, tel. 0039 06 324921)
3. The personal data requested are necessary for the selection of the tenderer to which the contract will be awarded.
4. The delivery of data is an obligation provided under Italian law and the eventual denial to provide the requested data shall procure the exclusion form the selection procedure or the awarding of the contract.
5. The treatment shall be made manually or electronically by personnel duly appointed.
6. The data shall be communicated to the internal and external supervision bodies of AICS. By countersigning this information, the interested person provide his consent to the data communication also to the competent local authorities for their verification and to the publication of the main elements of the contract signed on the web site of the Contracting Authority according to Italian laws on transparency of public procurement.
7. The data shall be kept for a maximum period of 5 years from the termination of the contract, including termination for default. Such term is suspended in case of judiciary proceeding.
8. The interested person can ask the access to his personal data and their rectification. In such a case, the interested person shall submit a specific request to the address provided in paragraph 1 above, copying for information the responsible for data protection of AICS to the address provided in paragraph 2 above.
9. The interested person may present a claim to the responsible of data protection of AICS, if he believes that a violation of its rights was made. Alternatively, he may submit a claim to the Guarantor for the data protection “Garante per la protezione dei dati personali” (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771, e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Beirut, 13/05/22

Signature for acknowledgement and acceptance

PROACTIVE ITS s.r.l.

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CONTRACTOR OBLIGATION

The undersigned [REDACTED] on behalf of the firm *proactive its*

after reading the attached synthesis of the Italian Law 136 of August 13, 2010, article 3, with regard:

1. To assume all the obligations of the tracking of financial flows pursuant to art. 3 Law 136/2010 with the relevant changes and integrations;
 2. To provide details of bank account set-up and dedicated, even not exclusively, to Italian Agency for Development Cooperation in Beirut, covering all financial operations related to the present Order as well as full name/address/fiscal code (or equivalent position) of any individual holding power to operate the mentioned bank account;
 3. To inform the Italian Agency for Development Cooperation in Beirut about any variation of the said data;
 4. To assure that the above mentioned obligations of the tracking of financial flows will be enforced in any contract and sub-contract related to the present Order under my own responsibility.
- to abide**, with no exception or reservation, by all the obligations pertaining to financial flow traceability according to Law no. 136/2010.

Beirut

(Signature) [REDACTED]

PROACTIVE ITS S.A.R.L.
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**Italian Law no. 136 of August 13, 2010, article 3
SYNTHESIS**

The Italian Law no. 136 of August 13, 2010, article 3, contains important provisions on the traceability of financial flows and introduces new obligations for public authorities and enterprises involved in public procurements. A decree approved on November 5th clarifies the scope of the provision.

The purpose of this Law is to increase the control on the financial flows in public contracts, as these kinds of contracts often represent the mean by which criminal organizations launder the money obtained through illegal transactions.

Under the new regulation, all operators in any way interested in public contracts have the obligation to use « dedicated » bank account through which must pass every financial transaction relating to the government procurement.

All transactions should be arranged by bank transfer or other means of payment ensuring the tracking of the transaction and should indicate the underlying public investment through a specific identification code—the so-called tender identification code (CIG) and the so-called unique code for project (CUP); both codes will be provided by the Italian Agency for Development Cooperation in Beirut.

All types of actors involved in the public procurement process are concerned by the new regulation: public authorities, purchasers, suppliers, contractors and sub-contractors.

The regulatory framework includes also two other provisions requiring:

- On the one hand, reciprocal control duties for contractors and sub-contractors (« The contractor or sub-contractor who has news of the failure of its counterparty obligations of financial tracking must immediately inform the public authority »)
- On the other hand, public authorities' supervision responsibilities with regard to all public procurement contracts (« The public authority shall verify that in the contracts between contractors and sub-contractors is inserted, on pain of absolute nullity, a clause by which each party assumes the obligations of the tracking of financial flows under this Act).

Signature of acknowledgement

[Signature] [REDACTED]

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DECLARATION

Subject: consent to the processing and publishing of contractual data

The undersigned, [REDACTED], legal representative of
PROACTIVE ITALY S.A.R.L., address [REDACTED]
telephone number [REDACTED] informed about the obligations set forth articles 26 and 27 of Italian
Legislative Decree n.33/2013

DECLARES

- to give his consent to the publishing of the data related to the contractual relationships established with the Italian Agency for Development Cooperation in Beirut.
- OR**
- not to give his consent to the processing and publishing of the data related to the contractual relationships established with Italian Agency for Development Cooperation in Beirut.

Beirut, 13/05/22

(Signature of the Legal Representative)
PROACTIVE ITALY S.A.R.L.

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ARTICLES 26 AND 27 OF ITALIAN LEGISLATIVE DECREE N.33/2013

Art. 26

Obligations of publication of the proceedings for awarding grants, contributions, subsidies and financial aid to persons and private and public entities

2. Public Administrations publish the proceedings for awarding grants, contributions, subsidies and financial aids to firms, and in any case economic benefits of any kind, whose amount exceeds one thousand Euros, to persons and public and private entities as per article 12 of Law no. 241 of 1990.
3. The publication under this article constitutes a legal condition of effectiveness of the measures that provide grants and allocations of a total amount exceeding one thousand Euros during the calendar year to the same beneficiary. Its possible omission or incompleteness is detected automatically by the management bodies, on the public administrations own administrative, financial and accounting responsibility for the non-concession or assignment of the economic benefit. The failed, incomplete or delayed publication automatically detected by control bodies is also detectable by the recipient of the grant or award or anyone else interested, even for damage compensation due to the delay by the administration as per article 30 of Legislative Decree n.104 of 2 July 2010.

Art.27

Obligations of publication of the list of beneficiaries

The publication referred to in Article 26, paragraph 2, necessarily includes, as per paragraph 3 of the same article:

- a) the name of the company or institution and their respective tax information or the name of another beneficiary;
- b) the amount of the paid economic benefit;
- c) the norm or title on which the award is based;
- d) the office and the officer or manager in charge of the administrative proceedings;
- e) the modality adopted for the identification of the beneficiary;
- f) the link to the selected project and the CV of the person in charge.



*Agenzia Italiana
per la Cooperazione allo Sviluppo*
**SEDE DI BEIRUT
IL DIRETTORE DI SEDE**

VISTA la Legge n.125 dell'11/08/2014 ed in particolare l'art. 18, che stabilisce che all'Agenzia è attribuita autonomia organizzativa, regolamentare, amministrativa, patrimoniale e di bilancio;

VISTO il Regolamento recante lo Statuto dell'Agenzia Italiana per la Cooperazione allo Sviluppo, approvato con DM n. 113 del 22/07/2015, ed in particolare l'art. 5, comma 1, lett. f), che prevede che l'Agenzia adotti gli atti di gestione necessari per il conseguimento dei propri obiettivi e, nell'ambito della programmazione annuale, eserciti i relativi poteri di spesa, fermo restando il limite di cui all'art. 17, comma 6, della L. 125/2014;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 15 dicembre 2015 n. 2438, recante approvazione del "Regolamento di organizzazione dell'Agenzia italiana per la cooperazione allo sviluppo" e successive modifiche e integrazioni;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale di concerto con il Ministro dell'economia e delle finanze del 15 dicembre 2015 n. 1002/2500, recante approvazione del "Regolamento interno di contabilità dell'Agenzia italiana per la cooperazione allo sviluppo";

VISTA la legge 7 agosto 1990, n. 241 e s.m.i., "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

VISTA la Direttiva 2014/24/UE del Parlamento europeo e del Consiglio, del 26 febbraio 2014 sugli appalti pubblici;

VISTO il decreto legislativo 18 aprile 2016, n. 50 e s.m.i., disciplinante il Codice dei Contratti Pubblici, in particolare l'art. 1 comma 7 che dispone circa le procedure di scelta del contraente e l'esecuzione del contratto da svolgersi all'estero, tenendo conto dei principi fondamentali del medesimo Codice dei Contratti Pubblici e delle procedure applicate dall'Unione europea e dalle organizzazioni internazionali;

CONSIDERATA l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del succitato Codice dei Contratti Pubblici, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192 "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero", in particolare l'art. 21 che disciplina i contratti stipulati da una sede estera dell'Agenzia Italiana per la cooperazione allo sviluppo;

VISTE la Delibera del Comitato Congiunto dell'AICS n. 55 del 28/04/2021 e la Determinazione n. 118 del 7 maggio 2021, con la quale è stato conferito a Alessandra Piermattei l'incarico di Titolare della Sede di Beirut dell'Agenzia Italiana per la cooperazione allo sviluppo;

CONSIDERATO che questa Sede necessita della fornitura e backup del server centrale di archiviazione condivisa (NAS) per tutti gli utenti appartenenti alla rispettiva rete di computer;

CONSIDERATO che per quanto sopra esposto, in virtù dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario procedere alla fornitura del materiale informatico sopracitato;

CONSIDERATO che, sulla base delle condizioni prevalenti nel mercato locale di riferimento che emergono dal complesso degli elementi disponibili in loco, il valore stimato dell'appalto ammonta a EURO 1.132,20 (EURO mille cento trentadue e 20/100) al lordo delle imposte applicabili;

CONSIDERATO che, sulla base del cambio pubblicato nel sito della Banca d'Italia alla data odierna, il suddetto importo è inferiore ad € 40.000;

CONSIDERATO che, per la tipologia e per il valore stimato del contratto, l'articolo 7, comma 2, lettera a), del DM MAECI n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto.

VERIFICATO che l'importo corrispondente al valore stimato del contratto trova capienza nelle risorse finanziarie all'uopo allocate nel budget di sede;

CONSIDERATO il preventivo di spesa di EURO 1.132,20 (Euro mille cento trentadue e 20/100) presentato in data 19/04/2022 dalla società Proactive ITS risulta il più economico e basso;

CONSIDERATO che la predetta ditta è in possesso di requisiti di comprovata professionalità e affidabilità e che ha già in passato fornito analoghe prestazioni, con piena soddisfazione di questa Sede;

DETERMINA

1. L'avvio di una procedura per la fornitura di backup del server centrale di archiviazione condivisa (NAS) per tutti gli utenti appartenenti alla rispettiva rete di computer della sede di Beirut da affidare alla società Proactive ITS, mediante procedura negoziata per affidamenti sotto soglia di cui all'articolo 7, comma 2, lettera a) del DM MAECI n. 192 del 2017;
2. Il relativo importo di spesa è pari ad € 1.132,20 (EUR mille cento trentadue mila e 20/100), al lordo delle imposte applicabili e graverà sul budget assegnato per il funzionamento della Sede per l'anno 2022;
3. Il responsabile unico del procedimento è la sottoscritta d.sa Dahlia El Hayek che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi;
4. È stato acquisito il CIG: Z053661065 per la tracciabilità dei flussi finanziari e sarà indicato su ogni documento relativo alla procedura contrattuale e relativi pagamenti;
5. L'importo complessivo del contratto sarà pagato in un'unica soluzione dopo aver accertato la regolare esecuzione della fornitura.



Il Titolare di Sede

Alessandra Piermattei

A black rectangular redaction box where a signature would normally be placed.



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Intente: Dahlia El Hayek

Profilo: RESPONSABILE DEL PROCEDIMENTO EX ART. 10 D.LGS. 163/2006

Denominazione Amministrazione: AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO -
AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO - UFFICIO DI BEIRUT

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Smart CIG: Dettaglio dati CIG

– Dettagli della comunicazione

CIG	Z053661065
Stato	CIG COMUNICATO
Fattispecie contrattuale	CONTRATTI DI IMPORTO INFERIORE A € 40.000
Importo	€ 1.020,00
Oggetto	Spese di Funzionamento - cap. 2171- anno 2022- fornitura server NAS (Network-Attached Storage device) per ufficio
Procedura di scelta contraente	AFFIDAMENTO DIRETTO
Oggetto principale del contratto	FORNITURE
CIG accordo quadro	-
CUP	-
Disposizioni in materia di centralizzazione della spesa pubblica (art. 9 comma 3 D.L. 66/2014)	Lavori oppure beni e servizi non elencati nell'art. 1 dPCM 24/12/2015
Motivo richiesta CIG	Stazione appaltante non soggetta agli obblighi di cui al dPCM 24 dicembre 2015

Quotation

Customer: M/S Development Cooperation section of the Embassy of Italy
 Contact:

Date: 19/04/2022
 RFN BQ-Wed160322-01

Subject: **NAS for Backup**

Items #	Part #	Description	Qty	U. Price	11%TVA	Total Price
1		QNAP NAS For Local Bakcup 4-bay Hot-swappable (SATA III - 2.5" & 3.5" HDD or SSD) ARM AL214 1.7Ghz quad-core CPU, 2GB DDR3 RAM, 2x GigaLAN ports, 3x USB 3.2 Gen 1 RAID: Single Disk, JBOD, 0, 1, 5, 6, 10, 5+Hot Spare, Global Hot Spare Drive 4 x 4TB HDD Enterprise Seagate	1	€ 1,020.0	€ 112.2	€ 1,132.20
		Total				€ 1,132.20

11.05.2022

OK

[Redacted]

Terms & Conditions

Delivery : 4 days after confirmation

Payment : 100 % Cash or bank Transfer to our fresh bank account

Validity : 5 days unless is extended by writing

warranty: 1 year on hardware

* All products are subject to the manufacturer's warranty and its relative Terms & Conditions.

Proactive ITS Authorized Signature



Date:

Signature

Customer Acceptance

Name:

Title :

Date :

Signature:





M.O F (230455-601)

Messrs.:

**Development Cooperation Section of the Embassy of
Italy (AICS Beirut) M.O.F: 260148**

Baabda – Presidential palace Road Kettaneh Construction Bldg. – 2nd fl.
Beirut – Lebanon.

REF/SS/300322

Date: 10/05/2022

Further to Your Demand, Please Find Herewith Our Offer for

ITEM Covered	QTY	U price	PRICE
NAS			
4-bay Hot-swappable (SATA III - 2.5" & 3.5"			
ARM AL214 1.7Ghz quad-core CPU, 2GB DDR3 RAM,	1	€1150	€1150
2x GigaLAN ports, 3x USB 3.2 Gen 1			
4 x 4TB Seagate enterprise			
TOTAL		€1150	
V.A.T 11%		€126.50	
NET TOTAL		€1276.50	

Office Automation

Security System

Panasonic

Payment term: Euro Cash upon Signing or External Bank Transfer

TRULY
TELEGROUP
Samir Hammoud
General Manager

TELEGROUP

