

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 3/IOT/2021-Agricultural Machine 3

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. 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 remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

1. Supplies to be provided

1.1 The subject of the contract is:

the supply, delivery, installation, commissioning, testing, as well as training for the selected staff, provision of consumables and after-sales services including repair for 2 years from the provisional acceptance date with 12 interventions, of the following supplies:

Lot Number	QUANTITY	Item Number	DESCRIPTION	DELIVERY PLACE
Lot 1	Lot 1: Tractors 1 ¹			
	3	1.1	Tractor with power in the range 130-140 HP	- Etza (Fayou) (1) - Mallawi (Minia) (2)
Lot 2	Lot 2: Tractor 2 ²			
Lot 2	13	2.1	Tractor with horse power 100-115 HP	- Mallawi (Minia) (7) - Etza (FayouM) (6)

¹ The supplies are brand new and registered in years 2019-2020-2021

² The supplies are brand new and registered in years 2019-2020-2021

The equipment to be provided in each Lot is to be delivered DAP³ to the places of delivery.

The period of implementation of tasks for each of the lots will be as follows in accordance with point 15 of the Contract notice.

- 150 days for all lots.

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

1.3 Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

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

2. Timetable

	DATE	TIME
Publication of prior information notice	23/12/2021	
Publication of Contract Notice	Thursday, 7 July 2022	
Clarification meeting / site visit (if any)	Monday, 8 August 2022	11:00am Cairo Local time
Deadline for requesting clarifications from the contracting authority	Monday, 15 August 2022	-
Last date on which clarifications are issued by the contracting authority	Thursday, 25 August 2022	-
Deadline for submission of tenders	As indicated in the Contract notice	
Tender opening session	Monday 5 October 2022	2:30pm Cairo Local time
Notification of award to the successful tenderer	Tuesday 25 November 2022	-
Submission of the final draft contract to the Italian Authorities for No-objection	Thursday 24 December 2022 (*)	The contract shall be awarded and signed after the authorization of MAECI.

³ DAP (Delivered At Place)— Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

Coming into force of the contract and Commencement order	Monday, 16 February 2023 (*)	<p>The contract shall be signed by the parties after receipt the authorization of MAECI.</p> <p>The coming into force of the contract shall take place after the contract is allocated by Italian Financial Institution in the credit line.</p> <p>The date of the commencement order sent by the Contracting Authority to the Contractor shall be considered as the date of coming into force of the contract.</p>
Date of arrival of machines on site	Tuesday, 16 June 2023 (*)	Max 120 days after the coming into force of
Provisional acceptance	Wednesday, 14 July 2023 (*)	Max 150 days after the coming into force of the contract

(*) Provisional date

3. Participation

3.1 Participation is open to Italian natural persons who are nationals of and Italian legal persons (participating either individually or in a grouping - consortium - of tenderers) which are effectively established in Italy.

All supplies under this contract must have Italian origin, and purchased in Italy, for at least 80% of contract. Supplies of non-Italian origin (OECD Countries, Egypt and other neighbouring countries) can cover a value up to 20% of contract.

3.2 These terms refer to all nationals of the above state and to all legal entities, companies or partnerships established in the above state. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.

3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.

3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.3.3.1 or 2.3.3.2 of the Practical Guide and according to the Eligibility Criteria, Ethical Clauses, Contract General Principles indicated in the Annex 1 "Eligibility Criteria, Ethical Clause, Contract General Principles".

Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide. Their tender will be considered irregular.

In the cases listed in Section 2.3.3.1. of the Practical Guide tenderers may be excluded from Italian Ministry of Foreign Affairs and International Cooperation (MAECI) and EU financed procedures and be subject to financial penalties representing 2 % to 10 % of the total value of the contract in accordance with the conditions set in Section 2.3.4. of the Practical Guide.

- 3.5 To be eligible to take part 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 means to carry out the contract effectively.
- 3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4. Origin

- 4 Unless otherwise provided in the contract, all supplies under this contract must have Italian origin, and purchased in Italy, for at least 80% of contract value. Supplies of non-Italian origin (OECD Countries, Egypt and other neighbouring countries) can cover a value up to 20% of contract value. Tenders which do not respect the rule of origin by lot, shall be considered only in case the rule of origin is respected if applied to the combination of lots offered by the same tenderer.

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

Unit-price

6. Currency

Tenders must be presented in Euro

7. Lots

The tender procedure is divided into lots 2 lots as it follows:

Lot 1: Tractor 1

Lot 2: Tractor 2

- 7.1 The tenderer may submit a tender for [one lot, several or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. 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 its tender the overall discount it would grant in the event of some or all of the lots for which it 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.
- 7.5 Tenders which do not respect the rule of origin by lot, shall be considered only in case the rule of origin, as it is stated in the art. 4.1, is respected if applied to the combination of lots offered by the same tenderer.

8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 120 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. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

- 9.1 The tenders, 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.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

- 10.1 Tenders must be sent to the contracting authority before the deadline specified in **Contract Notice**. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE
Nadi El Saeed Street, Doqqi, Giza Governorate, Cairo.
EGYPT

The tenders must be sent either by recorded delivery (official postal service) or hand delivered they should be delivered to the following address:

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE
Nadi El Saeed Street, Doqqi, Giza Governorate, Cairo.
EGYPT

Agricultural Engineering Research Institute (AEnRI) of MALR, SAMSIMIFA Project's office is open from 9.00 am to 2.00 pm, Sunday to Thursday. It is closed on Friday, Saturdays, and Egyptian official holidays.

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked "original", and six copies signed in the same way as the original and marked "copy".
- 10.3 All tenders must be received at the above-mentioned address on or before the deadline **5/9/2022, at 1:30pm** Cairo local time, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by **Mr. Ahmed Mostafa Mohamed El-Said**.
- 10.4 The tenderer must comply with the following transmission terms:
- Technical and financial tenders must be placed each in a single sealed envelope, itself placed in a package or outer sealed envelope, unless the volume of the documents requires a separate submission for each lot.
 - In order to maintain the confidentiality and integrity of tenders, they must be sent under double cover. The two envelopes shall be sealed and bear a distinctive mark identifying the tenderer;
 - The following label must be attached to the outer envelope:

Name of the Tenderer: _____

The number of the lot(s) tendered for (when applicable): _____

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE
Nadi El Saeed Street, Doqqi, Giza Governorate, Cairo.
EGYPT

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NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY

UNAUTHORISED PERSON

لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد اواي شخص غير مسئول/مفوض

(In English and Arabic)

- The outer envelope shall contain 3 single sealed inner envelopes, as it follows:
 - **Inner Envelop 1 (Documents for Opening session)** with the label as described here below, containing the following documents relevant to the opening session:
 - Tender form and its annexes
 - Tender guarantee
 - Legal entity form
 - Financial entity form

The following label must be attached to the Inner envelope 1:

DOCUMENTS FOR OPENING SESSION

Name of the Tenderer: _____

The number of the lot(s) tendered for: _____

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE

INVITATION TO TENDER - 3/IOT/2021-Agricultural Machine 3

Bid from (name of tenderer)

NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY
UNAUTHORISED PERSON

لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد اواي شخص غير مسئول/مفوض

(In English and Arabic)

- **Inner Envelop 2 (Technical Offer)** with the label as described here below, containing the Technical Offer:

TECHNICAL OFFER

Name of the Tenderer: _____

The number of the lot(s) tendered for: _____

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE

INVITATION TO TENDER - 3/IOT/2021-Agricultural Machine 3

Bid from (name of tenderer)

NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY
UNAUTHORISED PERSON

لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد اواي شخص غير مسئول/مفوض

(In English and Arabic)

- **Inner Envelop 3 (Financial Offer)** with the label as described here below, containing the Financial Offer:

FINANCIAL OFFER

Name of the Tenderer: _____

The number of the lot(s) tendered for: _____

Ministry of Agriculture and Land Reclamation,
Agricultural Engineering Research Institute (AEnRI)
SAMSIMIFA OFFICE

INVITATION TO TENDER - 3/IOT/2021-Agricultural Machine 3

Bid from (name of tenderer)

NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY
UNAUTHORISED PERSON

لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد اواي شخص غير مسئول/مفوض

(In English and Arabic)

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.

It is strongly recommended that the tenders are submitted in an environmentally friendly way, e.g. double-sided printing, limiting attachments to what is required in the technical specifications, avoiding plastic folder and binders.

11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

- a list of the spare parts and consumables recommended by the manufacturer for all lots;
- b. training proposal (indicate logistics required from CA) for all lots;
- c. after-sale services on site repair includes 12 interventions for 2 years after the issuing of the provisional acceptance certificate date

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a DAP⁴ basis for the supplies tendered and be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.
- The costs of the machines (including all the related services supply, delivery, installation, commissioning, testing, as well as training for the selected staff, provision of consumables and after-sales services includes the 12 interventions and repair) shall be presented in the following way:
 - The breakdown of the cost per item, considering unit net price of the item and the total price, including:
 - Machine
 - Consumables and other optional (i.e.: Spare parts, Diagnostic tools and software, etc)
 - Other services (i.e.: Warranty and After-sales services, etc)
 - i) Consumable and other optional + ii) Other services, will be counted according to the origin of the related machine.
 - The price has to be tax-free as per art. 1.5 of Loan Agreement and art. 3.3 of the financial agreement, on the basis of which the Contracting Authority will take all the duties of this subject for the tax authority at custom.
- A digital editable version of the financial offer

For supplies to be imported into the country of the Beneficiary, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.

Part 3: Documentation:

To be supplied using the templates attached⁵:

- Tender guarantee: Tenderers must provide a tender guarantee of an amount of at least the 2% of the value of the tender for each lot.

⁴ [<DAP (Delivered At Place)>] — Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

⁵ Annex* refers to templates attached to the tender dossier. These templates are also available on:
<http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

- The ‘Tender Form for a Supply Contract’, together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria', both 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 – document c4o1_fif_en) (Tenderers that have already signed another contract with the MAECI and/or with MALR may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file (document c4o2_lefind_en) and the supporting documents (Tenderers that have already signed another contract with the MAECI and/or with MALR may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

- A description of the warranty conditions and implementation, describing how the tenderer shall be capable of ensuring maintenance and technical assistance during the warranty period, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- 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 or consortium is duly authorised to do so.
- Documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide and according to the Eligibility Criteria, Ethical Clauses, Contract General Principles indicated in the Annex 1 “Eligibility Criteria, Ethical Clause, Contract General Principles”.

This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender.

- One of the following options:
 - In case the eligible tenderer is a manufacturer: Documentary proof of an established technical assistance agent in Egypt, authorized by the manufacturer.
 - All other cases: A statement affirming that: i) the identified local agent(s) is authorized by the Mother-company of each of the machines offered to ensure technical assistance to such machines; ii) a partnership agreement with the identified agent(s) operating in Egypt will be signed before the signature of the contract*.

*Note: As stated in the art. 21 below, 15 days before the signature of the contract, the awarded tender must replace all the statements provided on this issue with appropriate documentary proof of established partnerships with agents in Egypt authorized by the Mother-company(ies) ensuring the maintenance and technical assistance for each of the items tendered.

- Brochures and catalogues showing the specifications of the equipment as specified in Annex II+III: Technical Specifications.

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://ec.europa.eu/europeaid/prag/annexes.do?group=C>

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

No portion of Italian soft-loan will be used to finance Egyptian taxes and custom duties.

The Government of Egypt will take in charge all custom duties and the other taxes to import the supplies in Egypt.

13. Additional information before the deadline for submission of tenders

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

Dr. Hesham A. Moneim Farag

Ministry of Agriculture and Land Reclamation,

Agricultural Engineering Research Institute (AEnRI)

Nadi El Saeed Street, Doqqi, Giza Governorate, Cairo – EGYPT

e-mail address: tenderagrimachines3@samsimifa.org

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the following websites at:

- SAMSIMIFA project: http://samsimifa.org/en_open_tenders.php (official source of information)
- CIHEAM Bari: http://www.iamb.it/en/call_for_tenders (official source of information)
- FAR: <http://far-malr.gov.eg/en/index.php/news> (linked to the project's website)
- MALR: http://www.agr-egypt.gov.eg/?page_id=26 (linked to the project's website)
- AICS: <https://ilcairo.aics.gov.it/home/opportunities/tenders/> (linked to the project's website)

at the latest **8 days before** the deadline for submission of tenders.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 8 days before the deadline for submitting tenders.

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

14. Clarification meeting / site visit

14.1 Information session/Clarification meeting

Sr.	Institute Name	Country	Address	Date
1	AEnRI	EGYPT	Nadi el Saeed – Dokki - Cairo	8/8/2022 (11 am Cairo Local time)

A virtual information session using Zoom Cloud meeting software will be organized. The information session is open to all the interested/potential tenderers. Please refer to Doc. 21 “terms of use”.

The information session is open to the all the interested/potential tenderers. To allow the Contracting authority to arrange the meeting, the interested tenderers are kindly requested to send an official communication confirming tenderers’ attendance, including the details of the nominated person(s) representing the tenderers during the meeting. Communication should be sent to the following address:

e-mail address: tenderagrimachines3@samsimifa.org

The Contracting Authority shall receive the communication no later than April 6th, 2020 at 9:00 am

All the information shared with the Contracting Authority by the interested tenderers for the organization of the info day will be treated as confidential.

The information session is strongly advised.

After the meeting, the contracting authority will publish a “meeting report” on the websites at:

SAMSIMIFA project: http://samsimifa.org/en_open_tenders.php (official source of information)

CIHEAM Bari: http://www.iamb.it/en/call_for_tenders (official source of information)

FAR: <http://far-malr.gov.eg/en/index.php/news> (linked to the project’s website)

MALR: http://www.agr-egypt.gov.eg/?page_id=26 (linked to the project’s website)

AICS: <https://ilcairo.aics.gov.it/home/opportunities/tenders/> (linked to the project’s website)

This is to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be communicated — together with any clarifications in response to written requests which are not addressed during the meeting — at the latest 8 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

14.2 Other than this site visit for all prospective tenderers, no visits by individual prospective tenderers can be organised during the tender period.

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.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 a single one 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 written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19. Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.

- 19.2 The date and venue of the tender opening session is indicated in Section IV.2.7 of the Contract Notice at **5/9/2022 at 2:30pm Cairo local time at AEnRI, Nadi El-Saeed, Doqqi, Giza, Cairo, Egypt** by the appointed committee.

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

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) 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 of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers 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 their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract 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 the additional information about the contract notice) are to be evaluated at the start of this stage.

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

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. 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. Any such request for clarification must not distort competition. 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 will 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, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

Unit cost per each line of each item (as per breakdown describe in art. 11, part 2) will be assess during the financial offer in order to verify that no abnormally low or high costs have been included, in line with art 4.3.9.6 PRAG.

d) Tenders found to be technically compliant shall be evaluate as well against the respect of the percentage of the rule of origin shall be evaluated during the financial evaluation. Evaluation of the respect of the percentage of the rule of origin as stated in the article 4.1 will be carried out as per the example provided here below:

Tendering for single lot ONLY								
	Tender		Evaluation of the origin	Evaluation of the respect of percentage 80%20				
	ITA	OCSE, EGYPT, Neighbouring developing countries)	Rules of origin respected?	Total value of the lot	%ITA by lot	%NON ITA by lot	Rule of 80%20 respected?	Financially compliant?
Lot 1	10.000,00	200.000,00	YES	210.000,00	4,76	95,24	NO	NO

Tendering for MORE THAN ONE LOT										
	Tender		Evaluation of the origin	Evaluation of the respect of percentage 80%20						
	ITA	OCSE, EGYPT, Neighbouring developing countries)	Rules of origin respected?	Total value of the contract	ITA	OCSE, EGYPT, Neighbouring developing countries)	% of ITA by contract	% of NON ITA by contract	Rule of 80%20 respected?	Financially compliant?
Lot 1	10.000,00	200.000,00	YES	1.010.000,00	810.000,00	200.000,00	80,20	19,80	YES	YES
Lot 2	800.000,00		YES							

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 lowest compliant tender.

1.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria and selection criteria (financial, economic, technical and professional capacity) set out in these instructions. Please note that a request for evidence in no way implies that the tenderer has been successful. **All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline.** In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence at short notice.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for every member of a joint venture/consortium, all subcontractors and every capacity providing entity.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Failure to provide valid documentary evidence at the request and within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

If the successful tenderer fails to provide this documentary proof or statement or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

21. Notification of award

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the

contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

22. Signature of the contract and performance guarantee

- 22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.3 If it 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.
- 22.4 The performance guarantee referred to in the general conditions is set at 10% of the amount of the contract. The performance guarantee 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. For contracts of EUR 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

23. Tender guarantee

Tenderers must provide a tender guarantee at least at the 2% of the value of the tender of each lot when submitting their tender. The tender guarantee 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. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

24. Ethics clauses and code of conduct

- 24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European 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 or during the execution of a contract 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 execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. 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 payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If

breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, 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, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

