

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 2/IOT/2019-Agricultural Machine 2

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 by the Contractor of the following goods (as detailed in the Technical Specification Annex II+III):

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|--------------------------------|-------------|---|--|
| Lot 1 | Lot 1: Tractors 1 ¹ | | | |
| | 2 | 1.1 | Tractor with horse power not less than 195 HP | - Etza (Fayoum) (1) - Mallawi (Minia) (1) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|--------------------------------|-------------|--|--|
| Lot 2 | Lot 2: Tractors 2 ² | | | |
| | 10 | 2.1 | Tractor with power in the range 130-140 HP | - Etza (Fayou) (5) - Mallawi (Minia)(5) |

¹ The supplies are brand new and registered in years 2018-2019-2020.

² The supplies are brand new and registered in years 2018-2019-2020.

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|--------------------------------|-------------|-------------------------------------|---|
| Lot 3 | Lot 3: Tractors 3 ³ | | | |
| | 6 | 3.1 | Tractor with horse power 100-115 HP | <ul style="list-style-type: none"> - Fayoum Governorte (2) - Minia Governorate 1) - Etza (Fayou) (1) - Mallawi (Minia)(2) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|-------------------------------|-------------|--|--|
| Lot 4 | Lot 4: Tractors4 ⁴ | | | |
| | 6 | 4.1 | Orchard tractor with power in the range 80-90 HP | <ul style="list-style-type: none"> - Fayoum Governorte (2) - Minia Governorate 1) - Etza (Fayoum) (2) - Mallawi (Minia)(1) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|-----------------------------|-------------|----------------------------------|--|
| Lot 5 | Lot 5: Combine ⁵ | | | |
| | 2 | 5.1 | SELF-PROPELLED combine harvester | <ul style="list-style-type: none"> - Etza (Fayoum) (1) - Mallawi (Minia) (1) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|---|-------------|-------------------------------------|--|
| Lot 6 | Lot 6: Agriculture machines and implements 1 ⁶ | | | |
| | 4 | 6.1 | Complete laser unit without Scraper | <ul style="list-style-type: none"> - Etza (Fayoum)(2) - Mallawi (Minia) (2) |
| | 2 | 6.2 | Disc arrow 36 discs X shape | <ul style="list-style-type: none"> - Etza (Fayoum) (1) - Mallawi (Minia) (1) |
| | 2 | 6.3 | Potato planter 4 rows | <ul style="list-style-type: none"> - Etza (Fayoum) (1) - Mallawi (Minia) (1) |

³ The supplies are brand new and registered in years 2018-2019-2020.

⁴ The supplies are brand new and registered in years 2018-2019-2020.

⁵ The supplies are brand new and registered in years 2018-2019-2020.

⁶ The supplies are brand new and registered in years 2018-2019-2020.

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|----------|-------------|--------------------------------|--|
| | 2 | 6.4 | Potato haulm topper 2 rows | - Etza (Fayoum) (1) - Mallawi (Minia) (1) |
| | 2 | 6.5 | Potato digger 2 rows | - Etza (Fayoum) (1) - Mallawi (Minia) (1) |
| | 2 | 6.6 | Sugar beet haulm topper 6 rows | - Etza (Fayoum) (1) - Mallawi (Minia) (1) |
| | 2 | 6.7 | Sugar beet digger 6 rows | - Etza (Fayoum) (1) - Mallawi (Minia) (1) |
| | 1 | 6.8 | Sugar beet loader | - Etza (Fayoum) (1) |
| | 4 | 6.9 | Trailed Excavators by tractor | - Etza (Fayoum)(2) - Mallawi (Minia) (2) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|--|-------------|------------------------------------|---|
| Lot 7 | Lot 7: Agriculture machinery and implements-2 ⁷ | | | |
| | 3 | 7.1 | Chisel subsoiler | - Fayoum Governorate (2) - Minia Governorate (1) |
| | 7 | 7.2 | Reaper binder | - Fayoum Governorate (5) - Minia Governorate (2) |
| | 3 | 7.3 | Reaper bar for tractor | - Fayoum Governorate (2) - Minia Governorate (1) |
| | 3 | 7.4 | Two wheels tractors with equipment | - Fayoum Governorate (2) - Minia Governorate (1) |

⁷ The supplies are brand new and registered in years 2018-2019-2020.

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|----------|-------------|--|---|
| | 2 | 7.5 | Pneumatic Planter 6 rows with fertilizer distributor | <ul style="list-style-type: none"> - Fayoum Governorate (1) - Minia Governorate (1) |
| | 3 | 7.6 | Sugarbeet digger 3 rows | <ul style="list-style-type: none"> - Fayoum Governorate (2) - Minia Governorate (1) |

| Lot Number | QUANTITY | Item Number | DESCRIPTION | DELIVERY PLACE |
|------------|--|-------------|--------------------|---|
| Lot 8 | Lot 8: Workshop tools kit ⁸ | | | |
| | 30 | 8.1 | Workshop tools kit | <ul style="list-style-type: none"> - Fayoum Governorate (17) - Minia Governorate (13) |

The equipment to be provided in each Lot is to be delivered DAP⁹ 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 (Annex II+III) and conform in all respects with the 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.

⁸ The supplies are brand new and registered in years 2018-2019-2020.

⁹ DAP (Delivered At Place)— Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

2. Timetable

| | DATE | TIME* and NOTES |
|--|-------------|---|
| Publication of prior information notice | 04/09/2019 | |
| Publication of Contract Notice | 01/03/2020 | |
| Clarification meeting | 03/04/2020 | 10:00 AM (Valenzano (BA) – Italy local time) |
| Deadline for requesting clarifications from the Contracting Authority | 09/04/2020 | 4:30 PM Cairo local time |
| Last date on which clarifications are issued by the Contracting Authority | 19/04/2020 | 4:30 PM Cairo local time |
| Deadline for submission of tenders | 30/04/2020 | 1:30pm Cairo local time |
| Tender opening session | 03/05/2020 | 11am Cairo local time |
| Notification of award to the successful tenderer and regret letter to not successful tenderers | 02/06/2020* | |
| Submission of the final draft contract to the Italian Authorities for No-objection | 30/06/2020* | The contract shall be awarded and signed after the authorization of AICS. |
| Coming into force of the contract and Commencement order | 30/08/2020* | The contract shall be signed by the parties after receipt the authorization of AICS. The coming into force of the contract shall take place after the contract is allocated by Italian Financial Institution (CDP – “Cassa Depositi e Prestiti”) in the credit line. 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. |
| Date of arrival of machines on site | 28/12/2020* | Max 120 days after the coming into force of the contract (as per art. 1.1). |
| Provisional acceptance | 27/01/2021* | Max 150 days after the coming into force of the contract (as per art. 1.1). |

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

- 4.1 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.¹⁰

7. Lots

This tender is divided into 8 lots as it follows:

- Lot 1: Tractors 1
- Lot 2: Tractors 2
- Lot 3: Tractors 3
- Lot 4: Tractors 4
- Lot 5: Combine
- Lot 6: Agriculture machines and implements 1
- Lot 7: Agriculture machines and implements 2
- Lot 8: Workshop tools kit

- 7.1 The tenderer may submit a tender for one lot, several or all of the lots.
- 7.2 Each lot may 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 shall 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 all the lots offered 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

¹⁰The currency of tender shall be the currency of the contract and of payment.

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 2.3.3.1 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 mandatory to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

- 1.2 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions.

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 **30/04/2020, 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:

| |
|--|
| <p align="center"><u>Name of the Tenderer:</u> _____</p> <p align="center"><u>The number of the lot(s) tendered for (when applicable):</u> _____</p> <p align="center"><u>Ministry of Agriculture and Land Reclamation,</u> <u>Agricultural Engineering Research Institute (AEnRI)</u> <u>SAMSIMIFA OFFICE</u> Nadi El Saeed Street, Doqqi, Giza Governorate, Cairo. EGYPT</p> <p align="center">INVITATION TO TENDER - 2/IOT/2019-Agricultural Machine 2</p> <p align="center">NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY UNAUTHORISED PERSON</p> <p align="center"><i>لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد او اي شخص غير مسئول/مفوض</i></p> <p align="center">(In English and Arabic)</p> |
|--|

- 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:

| |
|--|
| <p align="center"><u>DOCUMENTS FOR OPENING SESSION</u></p> <p align="center"><u>Name of the Tenderer:</u> _____</p> <p align="center"><u>The number of the lot(s) tendered for:</u> _____</p> <p align="center"><u>Ministry of Agriculture and Land Reclamation,</u> <u>Agricultural Engineering Research Institute (AEnRI)</u> <u>SAMSIMIFA OFFICE</u></p> <p align="center">INVITATION TO TENDER - 2/IOT/2019-Agricultural Machine 2</p> <p align="center">Bid from (name of tenderer)</p> <p align="center">NOT TO BE OPENED BY THE RECEPTION DESK OR MAIL SERVICE OR ANY UNAUTHORISED PERSON</p> <p align="center"><i>لا يجوز فتح العرض من قبل مكتب الاستقبال، خدمات البريد او اي شخص غير مسئول/مفوض</i></p> |
|--|

(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 - 2/IOT/2019-Agricultural Machine 2

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 - 2/IOT/2019-Agricultural Machine 2

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

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 lots 1 to 7;
 - b. training proposal (indicate logistics required from CA) for lots 1 to 7; the programme training shall anticipate a visit to manufacture(s) for Egyptian Delegation (at least 4 persons) including travel costs to be ordained for functionality of machines.

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 DAP¹¹ 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) 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)
 - Training.

¹¹ [**<DAP (Delivered At Place)>**] — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

- i) Consumable and other optional + ii) Other services, will be counted according to the origin of the related machine.
- The training will be always counted as Italian origin. **The set of training shall be offered per lot.** The percentage dedicated to trainings shall no exceed the following thresholds:
 - Lot 1: up to **5.000 EUR**
 - Lot 2: up to **5.000 EUR**
 - Lot 3: up to **5.000 EUR**
 - Lot 4: up to **5.000 EUR**
 - Lot 5: up to **5.000 EUR**
 - Lot 6: up to **5.000 EUR**
 - Lot 7: up to **5.000 EUR**
- 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 attached¹²:

- 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.
- 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

¹² 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>

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.

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: tenderagrimachines1@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 **11 days before** the deadline for submission of tenders.

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the government of the partner country and/or the Italian Competent Authorities concerning this contract 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 | CIHEAM Bari | ITALY | Via Ceglie 9, 70010 Valenzano (BA) | 03/04/2020 (10am) |

The information session is open to 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: tenderagrimachines2@samsimifa.org

In any case, as condition to the participation, on the info day the attendees shall show up a letter of delegation, stamped and signed by the legal representatives of the companies.

The Contracting Authority shall receive the communication at least 10 days before the dates of the meeting.

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)

15. Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

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

17. Ownership of tenders

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

18. Joint venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be 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 opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on **03/05/2020 at 11:00am Cairo local time at AEnRI, Nadi El-Saeed, Doqqi, Giza, Cairo, Egypt** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of 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 and comparison 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 Contract notice point 16) are to be evaluated at the start of this stage.

- 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 evaluation¹³

- 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.

¹³ For Abnormally Low Tender, refer to the following article of the EU PRAG:
<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=4.3.9.6>

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.

21. Signature of the contract and performance guarantee

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide.
- 21.3 The successful tenderer must also provide a pro-forma certificate of origin authorized by the relevant authorities and consistent with the origin declared in the tender declaration in the supplies tender form.
- 21.4 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity and pro-forma certificate(s) of origin consistent with the tender declaration **within 15 calendar days** following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The Contracting Authority may waive the obligation of any candidate or 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 candidate or 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.

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.

- 21.5 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.
- 21.6 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.

- 21.7 The **performance guarantee** referred to in the General Conditions is set at 10% of the amount of the contract, while the **pre-financing guarantee** is set at 25% of the amount of the contract. The both must be presented in the form specified in the annex to the tender dossier. The performance guarantee will be released within 30 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

22. Tender guarantee

The tender guarantee referred to in Article 11 above is set at least at the 2% of the value of the tender of each lot.

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

23. Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.

- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.12 The Contractor undertakes to supply the MAECI and MALR on request with all supporting documents relating to the conditions of the contract's execution. The MAECI and MALR may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU, MAECI and/or MALR are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU, MAECI and/or MALR funds.
- 23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.
- 23.15 Other ethical Clauses to be observed are listed and described in the Annex 1 "Eligibility Criteria, Ethical Clause, Contract General Principles".

24.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 substantial errors, 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.

25.Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.