

A. INSTRUCTIONS TO TENDERERS

REFERENCE: 30.SUP.CNP.(10).11.02.2016

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

1 Supplies to be provided

1.1 The subject of the Contract is the, delivery, where necessary installation & commissioning, maintenance & after-sales service by the Contractor of the following goods:

LOT1 : Compost Unit [**Tractor Equipped With Front Mounted Loader and Chopper Machine**]

Supplies are to be delivered within a period of 21 days.

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 quantities, models, measurements and other instructions.

2 Timetable

	DATE	LOCAL TIME
Deadline for submission of tenders	10-03-2016	12:00pm
Notification of award to the successful tenderer (provisional)	20-03-2016	-
Signature of the contract (provisional)	27-03-2016	-

3. Participation

3.1. Participation in tendering is open only to short-listed candidates.

3.2. Short-listed service providers or consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;

4. Origin

- 4.1 Supplies must originate in a Member State of the European Community or a country covered by the MEDA programme:

- the 27 EU Member States
- the 10 Meda countries and territories
- International Organisations
(no matter where they are established)
- the Member States of the European Economic Area (EEA)
= Iceland, Norway and Liechtenstein
- the official candidate countries
= Turkey, Croatia, FYROM.

The origin of the goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

A product can not originate in a country in which no production process has taken place. On the other hand, the country of production is not necessarily the country of origin but only when the relevant provisions of Council Regulation (EEC) 2913/92 and its implementing regulation are fulfilled. Furthermore, the country of origin is not necessarily the country from which the goods have been shipped and supplied. Where there is only one country of production, the origin of the finished product is easily established. However, in cases where more than one country is involved in the production of goods it is necessary to determine which of those countries confers origin on the finished goods. The country of origin is deemed to be the country in which the goods have undergone their last, economically justified, substantial transformation and the provisions of Article 24 of the Community Customs Code must therefore be applied on a case by case basis to those goods. If the last substantial transformation has not taken place in a Member State of the European Union or one of the eligible recipient countries, the goods cannot be tendered for the project. The supplier must certify that the goods tendered comply with the origin requirement specifying the country or countries of origin. When tendering for systems comprising more than one item, the origin of each item in the system must be specified. If requested to do so, the supplier must provide any additional information and/or a certificate of origin in support of the origin claimed in the tender. The rule of origin applies to all items tendered and supplied. Therefore, it is insufficient that only a certain percentage of the goods tendered and supplied or a certain percentage of the total tender and contract value comply with this requirement.

- 4.2. When submitting his tender, the tenderer must provide a declaration that all the goods meet the requirements concerning origin and must state the countries of origin for each item. He may be asked to provide additional information in this connection.

5. Type of contract

Unit-price

6. Currency

Tenders must be presented in <EGP>.

7. Period of validity

- 7.1. Tenderers shall be bound by their tenders for a period of 30 days from the deadline for the submission of tenders.

8. *Language of offers*

- 8.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

In order to assist the understanding of the Tenderers, certain components of the tender dossier are un-officially translated in Arabic; such translations are provided for information purposes only and do not have any legal value. The official documents are the one in English.

9. *Submission of tenders*

- 9.1. Tenders must be received at 10-03-2016 before date and time (12:00 pm). They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Name: New Vision For Development
Address: 31 Takseem Thabet Zaki,Ezbet Elmosas ,Floor #1
Post Office: 61111
City & Governorate: El Menia – EL Menia

Tenders must comply with the following conditions:

- 9.2. All tenders must be submitted in one original, marked “original”, and three copies signed in the same way as the original and marked “copy”.
- 9.3. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

To	Name: New Vision For Development Address: 31 Takseem Thabet Zaki,Ezbet Elmosas ,Floor #1 Post Office: 61111 City & Governorate: El Menia – EL Menia Tel/Fax:086-2150170 / 086-2150993	Submitted by Tenderer Name and contact details	Reference # Lot # ()
"Not to be opened before the tender opening session" "لا يمكن فتح العطاء قبل جلسة فتح العروض"			

The technical and financial offers must be placed together in a sealed envelope.

Failure to respect the requirements may result in the rejection of the tender.

11. *Content of tenders*

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

Part 1: Technical offer: A detailed description of the supplies tendered in conformity with the technical specifications, including brochures and any other documentation required should be presented as per template (annex II+III*, the contractor's technical offer) completed when and if necessary by separate sheets for details.

Part 2: Financial offer (presented as per template (annex IV*, budget breakdown):
calculated on a basis of DDP for the supplies tendered (all requested, ancillary services, etc.
are included in the unit price.

Part 3: Documentation:

The documentation

- The “Tender Form for a Supply Contract”(see Part D of this tender dossier)

12. Pricing

- 12.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.
- 12.2. Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Beneficiary, Tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:
 - a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture and sale;
 - b) 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.
- 12.3. The prices for the contract are fixed and not subject to revision.

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. The Contracting Authority will send clarification in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 10 days before the deadline for submission of tenders, specifying the **reference and the title**:

Name: New Vision For Development
Address: 31 Takseem Thabet Zaki,Ezbet Elmosas ,Floor #1
Post Office: 61111
City & Governorate: El Menia – EL Menia
Tel/Fax:086-2150170 / 086-2150993
E-mail: info@nvd-egypt.org
Reference: 30.SUP.CNP.(10).11.02.2016

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the SRDP-PSO during the tender period may be excluded from the tender procedure.

14. Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

15. 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.

16. 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.

17. Opening of tenders

- 17.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.
- 17.2. The tenders will be opened in public session on 10-03-2016 @ 12:00pm local time at 31 Takseem Thabet Zaki, Ezbet Elmosas ,Floor #1 – Menia 61111 ,Egypt by the committee appointed for the purpose. The committee will draw up minutes of the meeting.
- 17.3. 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.
- 17.4. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority and/or the SRDP-PSO in its decision concerning the award of the contract will result in the immediate rejection of his tender.

18. Evaluation of tenders

18.1 Administrative conformity and Technical evaluation

Administrative: The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier.

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.

18.2 Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

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

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

19. Notification of award & Signature of the contract

- 19.1 The successful tenderer will be informed in writing that its tender has been accepted.

The successful tenderer will be required to provide documentary proof of Chamber of Commerce registration (or any other proof of official commerce registration) together with the Financial Identification form (form will be supplied).

If the successful tenderer fails to provide the documentary proof or evidence within 10 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer.

- 19.2 Signature of the contract(s).

The awarded tenderer shall sign and date the contract within 5 days from receipt

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer.

The other Candidates will be informed that their tenders were not accepted, by means of a standard letter, which includes the opening report and an indication of the relative weaknesses of their tender.

20 Ethics clauses

- 20.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influencing the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 20.2. The tenderer must not be affected by any potential conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- 20.3. 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 implementation 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 implementation of a contract already concluded with the Contracting Authority.

- 20.4. 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 Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving European Community funds.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the tenderer or contractor from other Community contracts and in penalties.

21. Cancellation of the tender procedure

In no event shall 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.

22 Appeals

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