



Egyptian Sugar & Integrated Industries Company (ESIIC)

Project Sectors

General Administration of Commercial Affairs

Foreign Procurement Department



Tender No. 8000/21/23R

Design & Supply of (4)

DD Floating Surface Aerator

Distillery Factory

Two Envelopes Bidding

(Technical/Prequalification + Priced Offers)

Due Date 04/06/2024

April 2024

Project Sectors

Hawamdia - Giza - Egypt

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BID INVITATION



Invitation for Bidding

1. **Egyptian Sugar & Integrated Industries Company (ESIIC)** invites sealed bids from eligible bidders for “Supply, delivery, installation, putting into operation, commissioning and TOT of (4) Direct Drive Floating Surface Aerator for Distillery Factory”. Interested eligible bidders may obtain any further information and inspect the bidding documents at the address given below.
2. A complete set of Bidding Documents in English may be obtained by interested bidders against payment of non-refundable **500 EGP (Five Hundred Egyptian Pounds) VAT included** on the submission of a written application to:
 - Attention : Eng. Adel Abdul Samea, Projects Sector General Manager
 - Address : Egyptian Sugar & Integrated Industries Company (ESIIC), Hawamdia
 - Governorate: Giza
 - Country : Egypt
 - Telephone : +20238115862, +20238115863, +20238132891, +20238132892
 - Fax. : +20238114193
 - E-mail : project_sectors@siicegypt.com
3. Bids must be delivered to the a/m address on or before **04/06/2024 at 12:00 PM** and bids must be accompanied by a **Bid Security of 1500 (One Thousand Five Hundred) Euro** or an equivalent amount in Egyptian Pound (According to the Egyptian Central Bank Rates). The **Bid Security** should be valid for a minimum of **Six (6) months** and extendable till awarding. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the a/m address at **12:00 PM on 04/06/2024**.



COMMERCIAL SECTION



COMMERCIAL SECTION

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SECTION (I)

COMMERCIAL TERMS & INSTRUCTIONS TO BIDDERS (ITB)



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A. INTRODUCTION

1. **Egyptian Sugar & Integrated Industries Company (ESIIC)** intends to install **(4) Direct Drive Floating Surface Aerator** for **Distillery Factory at Hawamdia**.
2. Interested eligible Bidders may obtain further information and inspect the Bidding Documents (Tender Book) at office of:
Egyptian Sugar and Integrated Industries Company (ESIIC)
PROJECT SECTORS
Hawamdia - Giza - Arab Republic of Egypt
Tel. +202 38115862 / +202 38115863
Fax: +202 38114193
3. A complete set of Bidding Documents (Tender Book) to be purchased by the Bidders on the submission of written application to the above and upon payment of non-refundable fee of **(500 EGP) Only Five Hundred Egyptian Pounds VAT included**.
4. The Bidding Documents (Tender Book) consists of the sections, appendices, and annexes shown in the table of contents.
5. The scope of work to is to design & supply (4) Direct Drive Floating Surface Aerator for Distillery Factory including engineering, installation, commissioning and T.O.T, training & maintenance, and submitting list of recommended spare parts sufficient for (2) Two years' operation.
6. Participation in the tender is limited to the organizations and companies that have purchased the Bidding Documents (Tender Book).
7. All Deliveries and Services to be supplied under this contract will have their origin in eligible countries, and all expenditures made under the Contract will be limited to such Deliveries and Services.
8. Origin means the place where the Deliveries were produced, or from which the Services are supplied. The Origin of Deliveries and Services is distinct from the nationality or eligibility of the Bidder.
9. The Bidder will bear all costs associated with the preparation and submission of its bid and ESIIC will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
10. Bidders should familiarize themselves with all the laws, statutes, decrees and regulation of Egypt that would be applicable to their work and to the performance of the contract.
11. Bidders are requested to submit a bar chart giving the sequence of deliveries and Services.
12. The Bidder should submit his best performance figures for each of his Deliveries. The Bidder is free to propose and promote the technology, process, and equipment to achieve such performance according to contract articles concerning environment, easy and economical operation, achieve high yields and achieve guarantees.
13. The Bidders should take into consideration that our main targets of the project are as follows: environmental performance, easy and economical operation, high yields, easy maintenance, saving energy, the state of art (up to date technology).



B. THE BID DOCUMENTS

14. FORMAT OF BID:

- 14.1 Bidders will submit their Sealed Bids in **(3) Sets (1 Original + 1 Copy + 1 Soft Copy)** of **the Bid Offer**, clearly marking each as "Original Bid" and "Copy Bid" in separate envelopes as appropriate. In the event of any discrepancy between them, the original will govern.
- 14.2 The original and all copies of the bid will be typed or written in indelible ink and will be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.
- 14.3 The bid will contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. In such a case the person or persons signing the bid will initial the corrections.

15. PRESENTATION & PACKAGING OF TENDER PROPOSAL:

Each set of the Tender Proposal shall be placed in **Two Envelopes: A (Technical & Prequalification) B (Priced Offer)**. Both Envelopes are to be submitted on the above mentioned due date i.e. on 04/06/2024 at 11 O'clock Cairo local time under the terms & conditions outlined hereunder as follows:

- 15.1 **1st Envelope:** Identified by the letter **(A)** containing separate envelopes inside in the following order: **Bid Form** (Appendix A) **Bid Data Sheet** (Appendix B), **Bid Security** (Appendix C) in **(Envelope A1)**, **Pre-qualification of the Bidder (Envelope A2) & Technical Offer without Price (Envelope A3)**, abiding by the following:
- 15.1.1 The Bidder's Pre-qualification and Expert Experience Forms. Delivered equipment (successfully operated) similar to the equipment forming the subject of this bid, for the past **5 Years** including the name of the clients and their details. **(Envelope A2)**
- 15.1.2 A statement issued by ESIIIC, certifying the purchase of the Bidding Documents (Tender Book) by the Bidder from ESIIIC. **(Envelope A1)**
- 15.1.3 Bid Form as per Appendix (A) of Invitation for Bids. **(Envelope A1)**
- 15.1.4 Performance Guarantee Form. (Appendix D) **(Envelope A1)**
- 15.1.5 Delivery Time-Schedule. (Appendix E) **(Envelope A1)**
- N.B.** Any deviation beyond the delivery schedule stated in the tender documents; the base will be calculated for bids at one Percent (1%) of bid price for each week of delay, and this will be added to the bid price for the comparison of bids. Bids offering delivery period more than two (2) months beyond the base will be rejected.
- 15.1.6 Bid Security: **1500 Euro** (or equivalent value in **USD** or **EGP**) by Bank Guarantee.
N.B. Offers not accompanied with the required Bid Security shall not be accepted.
- 15.1.7 Complete Technical Specifications of Deliveries are to be included in the Tender Book. Together with a provisional work program, showing procedures and periods proposed to carry out the above-mentioned work. The Bidder should submit his acceptance for guarantee figures for each of his Deliveries and penalties as mentioned in the Tender Book. **(Envelope A3)**



- 15.1.8 List of Spare Parts recommended by the manufacturers for **Two years of operation**.
- 15.1.9 All Bidders shall store the whole information required in Bid Forms as a data file on CD/Flash Drive and shall deliver them with their Bid Proposals.
- 15.1.10 The scope of supervisory services, including the number of supervisors, their qualifications and duration of stay in Egypt during various phases of performance of the works.
- 15.2 **2nd Envelope:** Sealed envelope identified by the letter **(B)** containing **Priced Offer**, which will be **opened in a session to be decided later only for Technically Conformable & Accepted Offers** including & abiding by the following:
- 15.2.1 Bid Form as per Appendix (A) duly completed, signed and sealed.
- 15.2.2 Price List for the equipment, materials & Supervisory Services as Appendix (F).
- 15.2.3 Itemized Unit & Total Price on **FOB & C&F** basis according to Scope of Supply stated in Technical Part, state your port of shipment.
- 15.2.4 Price List for spare parts recommended by the Vendor for **Two years of operation** (Itemized price list).
- 15.2.5 The cost of supervision of installation, commissioning, start-up and T.O.T should be lump sum and to be paid through separate L/C opened one month before arriving of Vendor's specialists.
- 15.2.6 The origin for deliveries is open, yet, the origin for electrical components, instruments, and PLC system is European, American, and Japanese.
- N.B.** The first envelope (A) will be opened on the a/m due date i.e. 04/06/2024. Only Bidders whose offers in envelopes (A) are Technically Conformable & Accepted will be notified about the New Due Date for opening their sealed envelopes (B).
- 16. CLARIFICATION OF BID DOCUMENTS:**
- 16.1 A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing or by fax at the address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bid Documents that it receives no later than fifteen (15) days period to the deadline for the submission of bids prescribed by the Purchaser.
- Written copies or faxes of the Purchaser's response including an explanation of the query but without identifying the source of the inquiry will be sent to all respective Bidders that have received the Bid Documents.

**17. AMENDMENT OF BID DOCUMENTS:**

- 17.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to clarification requested by a prospective Bidder, modify the Bid Documents by amendment.
- 17.2 The amendment will be notified in writing or by Fax or E-mail to all prospective Bidders that have received the Bid Documents (Tender Book) and will be binding to them.
- 17.3 In order to afford prospective Bidders reasonable time in which to consider amendment in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

18. BID SECURITY:

- 18.1 Unconditioned letter of bank guarantee amounting **1500 Euro** (or equivalent value in **USD** or **Egyptian Pound**) and valid for **Ninety (90) days beyond Bid Validity**.
- 18.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct that would warrant the forfeiture of the Security.
- 18.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following forms:
- A. Unconditioned Bank Guarantee as a Bid Security issued by a first class Bank located in the Purchaser's country, in the form provided in the Bidding Documents (Tender Book) or another form acceptable to the Purchaser and valid for **Ninety (90) days beyond Bid Validity**; or
 - B. A cashier's check, certified check or cash.
- 18.4 Any bid not secured in accordance with Clauses 18.1 and 18.3 will be rejected by the Purchaser as non-responsive.
- 18.5 It is understood-that the Purchaser reserves the right to reject any part or all of the bid and to award the contract to the Bidder who in his judgment can execute the work in the most expedient manners.
- 18.6 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later **Ninety (90) days after the expiration of the period of bid validity** prescribed by the Purchaser.
- 18.7 The successful Bidder's Bid Security will be discharged upon receiving the performance Bid Security.
- 18.8 The Bid Security may be forfeited:
- A. If a Bidder withdraws its bid during the period of bid validity specified in clause 18.1.
- OR
- B. In the case of successful Bidder, if the Bidder fails:
 - i. To sign the contract in accordance with clause (46)
 - ii. To furnish Performance Security.
- 18.9 All bank charges of letter of guarantees (Bid Bond & Performance Guarantee) in & outside Egypt on Bidder's (or Vendor's) account.

**19. LANGUAGE OF BID:**

19.1 The Bid prepared by the Bidder and all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language as long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the bid, the English translation shall govern.

20. BID FORM:

20.1 The Bidder shall complete the bid form Appendix (A) indicating the Deliveries to be supplied, a brief description of the Deliveries, their country of origin, quantity & prices.

20.2 Bids considered to be not in conformity with the guidelines set forth herein, which are incomplete, obscure, or which are conditioned in any way or which contain erasures not duly authenticated or which contain items not conforming to the proposal, or which may have been altered, may be rejected as non-responsive.

21. BID PRICES:

Bid price shall be submitted in tabulated form of price as indicated in Appendix (F) on the following basis:

21.1 The Bidder shall indicate on the price schedule the unit price and total price of the goods which it proposes to supply under the contract.

21.2 The price of goods will be quoted FOB Supplier's port as well as C&F destination port and services from outside Egypt shall be entered separately on the price schedule in the currency or currencies in which the contract price will be paid.

21.3 The lump sum bid prices are to be indicated in the form of the tender in figure and words. In case of contradiction between figures and words, words alone shall rule.

21.4 Bid must be submitted with various items separately according to the Bid specifications (Bids submitted without itemization shall be rejected).

21.5 Prices quoted by the Bidder, shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

21.6 All items which are not included in the bid but are necessary for the proper, efficient, safe and stable construction, operation and maintenance of the plant and for the fulfillment of the guarantees shall be executed by the Bidder.

21.7 Spare parts proposed by the Bidder for **Two Years** operation to be stated showing itemized prices and quantities of different items.

21.8 During the analysis of the bids, Bidders may be requested to give a further division of the items offered, so that a study may be made of the possibilities of special designs and constructive solutions not initially included in their bids. The Bidder shall be prepared to give such additional information when requested.

21.9 Bidders should indicate the international standard according to which the equipment and spare parts are manufactured.

**22. BID CURRENCIES:**

- 22.1 For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in the currency of Bidder's Home Country or in Euro or in US Dollar.
- 22.2 For goods and services that the Bidder will supply from EGYPT, the price shall be quoted in Egyptian Pounds. (NOT APPLICABLE)

23. TERMS OF PAYMENT:

Payment will be effected as follows:

- 23.1 **Twenty Percent (20%)** to be paid in advance by bank transfer against:

23.1.1 Unconditioned bank letter of guarantee in the same amount and currency issued by 1st class bank in the Vendor's country in favour of the Purchaser and endorsed by an Egyptian 1st class bank.

This LG shall be valid until the date of complete shipment of all deliveries contracted for.

This Letter of Guarantee will be reduced automatically by **(20%)** of his quoted price of each partial shipment effected.

23.1.2 **Ten Percent (10%)** unconditioned Performance Bank Guarantee issued by 1st class bank in the Vendor's country in favour of the Purchaser and endorsed by an Egyptian 1st class bank.

23.1.3 Simple receipt.

- 23.2 **Seventy Percent (70%)** to be paid through irrevocable and confirmed L/C against presentation of the shipping documents.

This L/C will be operative when the Vendor submits to the Purchaser:

- The Performance Bank Guarantee as mentioned above.
- Signed Original Pro-Forma Invoice.

- 23.3 **Ten Percent (10%)** to be paid through direct bank transfer after successful T.O.T against presentation of Successful T.O.T certificate signed by two parties + Vendor's invoice.

N.B. * The Vendor, within **One month** from the date of signing the contract, shall submit to the Purchaser a Letter of Guarantee amounting to **10%** of the total contract price of deliveries as guarantee deposit.

- * All bank charges of Letter of Guarantees (Bid Bond, Advance Payment & Performance Guarantees) in & outside Egypt are on Bidder's (Vendor's) account.
- * All bank charges of Letter of Credit (L/C) outside Egypt are on Vendor's account i.e. only bank charges inside Egypt will be borne by the Purchaser (ESIIC).
- * This period of Performance Bank Guarantee shall be **18 (Eighteen) Months** from the date of the successful T.O.T. & operation of the equipment.

**24. VALIDITY PERIOD OF BIDS:**

- 24.1 Bids shall remain valid for **Ninety (90) days** after the date of bid closing. a bid valid for a shorter period shall be rejected.
- 24.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing through a fax or an e-mail. The Bid Security under clause (18) shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid.

25. DELIVERY PERIOD:

5-6 Months from Down Payment. Refer to Appendix (E).

Penalty of Delay (In case of Order):

In case the Vendor fails to deliver in due date the deliveries in whole or in parts, the Purchaser shall be entitled to inflict a penalty of 1% (One Percent) of the Total FOB Price of the delayed delivery for every week or part of week. The total penalty shall not exceed 10% (Ten Percent) of the total FOB Price. After 10 Weeks of delay, the Purchaser has the right to CANCEL the Order and forfeit the L/G.

26. LOCAL MANUFACTURE OF THE EQUIPMENT AND MATERIALS SUPPLY:

NOT APPLICABLE

27. AGENCY INSTRUCTIONS:

- 27.1 Bidders are requested to indicate in their offers the full name and address of their Egyptian Commercial Agent or Representative (Public or Private Sector) in Arab Republic of Egypt. The agency documents (Form 14C) or representation letter in the original for verification and a copy are to be attached with the offer.
- 27.2 Bidders are requested to indicate in their offers the Commercial Commission Rate. No commission is to be paid in foreign currencies.
- 27.3 In case of a contract with the successful Bidders, the commission of the Egyptian agent will be deducted from the total contract price, i.e. the net value of the contract will be transferred to the Bidder through the L/C and the commission will be paid to the agent in Egyptian pounds via his account in the Egyptian Bank.

C. SUBMISSION OF BIDS**28. SEALING AND MARKING OF BIDS:**

- 28.1 The Bidders shall seal the original and each copy of the bid in an inner & an outer envelope, duly marking the envelopes as "Original" and "Copy"
- 28.2 The outer envelope shall:

A. Be addressed to the Purchaser at the following address:

Egyptian Sugar & Integrated Industries Company (ESIIC)

Project Sectors

Hawamdia – Giza – Arab Republic of Egypt



B. Bear: "Bid Name, Bid Number and the Works" shall not be opened before the bid submission due date stated in the Invitation for Bids ".

C. The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "**Late**".

28.3 If the outer envelope is not sealed and marked as required by Clause 28.1/2, the Purchaser will assume no responsibility for the bids.

29. DEADLINE FOR SUBMISSION OF BIDS:

29.1 The deadline for submission of bids is stated in the **Invitation for Bidding**. Bids are to be delivered and deposited into the Tender Box at the office of ESIIC at the address indicated in clause 28.2.

29.2 ESIIC may, at its discretion, extend the Deadline for the submission of bids by amending the Bid Documents in accordance with clause 17 in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline are extended.

30. LATE BIDS:

Any bid received by the Purchaser after deadline for submission of bids prescribed by the Purchaser may be rejected and/or returned unopened to the Bidder.

31. MODIFICATION AND WITHDRAWAL OF BIDS:

31.1 The Bidder may not modify or withdraw its bid after Bid's submission.

31.2 No bid may be modified subsequent to the deadline for submission of bids.

31.3 Withdrawal of a bid in the interval between the deadline for submission of bids and the expiration of the period of bid validity may result in the Bidder's forfeiture of its Bid Security.

D. BID OPENING & EVALUATION

32. POSTPONEMENT OF DATE FOR PRESENTING & OPENING BIDS:

ESIIC reserves the right to postpone the date for presentation and opening of Bids. In this regard, ESIIC will issue advertisement in the newspapers and/or written notice of the same will be circulated to those who obtained the Tender Book.

33. ALTERNATIVE BIDS & RESERVATIONS:

Bidder is at liberty to submit Alternative Bids or Reservations that he deems beneficial along with the Original Bid. Bidders are requested to submit their **Best Competitive Bid Proposal**.

34. OPENINGS OF BIDS BY PURCHASER:

34.1 ESIIC, will open Envelope (A) in the presence of Bidder's representatives who choose to attend at 11 O'clock on the date stated in the Invitation for bids and in the following location:

Egyptian Sugar & Integrated Industries (ESIIC)
Project Sectors
Hawamdia – Giza – Arab Republic of Egypt



- 34.2 Successful Bidder in the pre-qualification & technical studies shall be duly notified to attend the opening Envelope (B).
- 34.3 The Bidders, names, bid prices, bid withdrawals and the presence or absence of the requisite Bid Security and such other details, as the Purchaser, at its discretion, may consider appropriate will be announced on the opening date.
- 34.4 The Purchaser shall prepare Minutes of Bid Opening for his own records.

35. CLARIFICATION OF BIDS:

- 35.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

36. PRELIMINARY EXAMINATION:

- 36.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 36.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Vendor does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 36.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness to each bid to the Bid Documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 36.4 A bid determined as substantially non-responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 36.5 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

37. CONVERSION TO SINGLE CURRENCY:

- 37.1 To facilitate evaluation and comparison, the Purchaser will centric all bid prices expressed in the amounts in various currencies in which the bid price is payable, to Egyptian Pounds at the official transfer exchange rate established by the Central Bank of Egypt on the date of the opening of bids.

**38. EVALUATION AND COMPARISON OF BIDS:**

- 38.1 The Purchaser will evaluate only those bids submitted by Bidders who are deemed eligible.
- 38.2 The Purchaser will evaluate and compare the bid previously determined to be substantially responsive pursuant to Clause 36.
- 38.3 The Purchaser's evaluation of a bid will take into consideration, in addition to the bid price, the following factors:
- Delivery Schedule offered in the bid.
 - Deviations in payment schedule from the specified in the Conditions of Contract.
 - The cost of spare parts.
 - The availability of spare parts in Egypt and after-sale services for the equipment offered in the bid.
 - The performance and productivity of the offered equipment.
 - The compatibility of the proposed item with similar components in the existing fleet.
 - The annual consumption of electric power by the equipment.
 - The annual consumption of chemical consumptions and other consumable materials.

38.4 Pursuant to Clause 38.3 the following evaluation methods will be followed:

38.4.1. Delivery Time-Schedule: (Appendix E)

The Purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the Delivery Schedule. The time of arrival of the goods shipment should be specified for each bid. Treating the Purchaser's required delivery date as the base, a delivery "adjustment" will be calculated for bids at one Percent (1%) of the price for each week or part of week of delivery beyond the base and this will be added to the bid price for comparison of bids.

38.4.2 Deviation in Payment Schedule:

The Bid Documents outline the payment schedule offered by the Purchaser. If a Bidder deviates from the schedule and if such deviation is considered acceptable by the Purchaser, the bid will be evaluated by calculating interest earned on earlier payments based on the terms outlined in the bid as compared to those stipulated in the Bid Documents at a rate of **Twelve Percent (12%)** per annum and will be added to the bid price.

38.4.3 Cost of Spare Parts:

The last section in each of the technical specifications identified by the title "Spare Parts" lists the items and quantities of typical major assemblies, components and selected items of spare parts. For the purpose of bid evaluation, the total cost of these items will be a factor in the comparison of bids.

38.4.4 Backup Services:

The Bidder shall provide details of the training program for operators and mechanics and indicate, in the Bidders Qualifications, facilities available and services offered by the local dealer.

**39. CONTACTING THE PURCHASER:**

Subject to clause 36, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the understanding of the Bidder.

E. UNDERSTANDING OF THE BIDDER**40. ESTABLISHING OF BIDDER'S DOCUMENTS:**

- 40.1 The documentary evidence of the goods and service, conformity to the Bidding Documents (Tender Book) may be in the form of literature, drawings and data, and shall include:
- a. A detailed description of the goods, essence technical and performance characteristics.
 - b. Drawings, data and descriptive literature as required in the Specifications must be submitted with the bids and shall include sufficient detailed performance information to enable the evaluation to the item as to soundness, reliability, serviceability, and efficiency. If standard drawings, data, and/or literature are submitted, any modifications required to meet the specifications should be clearly indicated thereon. Failure of such information to show that the item offered conforms to the specifications may be cause for rejection of the bid.
 - c. Copies of Guarantees, Certificates of Warranty as appropriate with each bid item.
 - d. A list, giving full particulars including available sources and current prices, of all spare parts, special tools, and other items necessary for the proper and continuing functioning of the goods for a period of two years following commencement of the goods use by the Purchaser as specified in Clause (52).
 - e. The completed technical schedules and Bidder's qualifications form.
- 40.2 If the Bidder submits literature prepared specifically for the bid, and if such literature contains any statements or data inconsistent with the requirements of the bid documents, those statements and data will be construed as intended, and may be cause for rejection of the bid as non-responsive.
- 40.3 Bidders are warned to strike and initiate any conflicting conditions, qualifications or delivery terms, such as may be printed on margins or reverse sides of proposals and printed literature.
- 40.4 The standards for workmanship, material and equipment, and references to brand names or catalogue numbers in the technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue number in its bid, if it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the technical specifications.



F. AWARD OF CONTRACT/PURCHASE ORDER (PO)

41. POST QUALIFICATION:

- 41.1 In the absence of pre-qualification, Bidders will be post qualified by the Purchaser based on the Bidder's qualification to perform the contract satisfactorily.
- 41.2 The determination will take into consideration the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause 38, and such other information, as the Purchaser deems necessary and appropriate.
- 41.3 An affirmative determination will be a prerequisite of award of the contract to the Bidder. A negative determination will result in rejection of the bid as non-responsive.

42. AWARD CRITERIA:

- 42.1 Subject to clause 46, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the most advantageous bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the contract.

43. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserve the right at the time of award of contract to increase or decrease by up to the number of units shown in the price Schedule as "variations" the quantity of goods and services specified in the price Schedule without any change in unit price or other terms and conditions.

44. PURCHASER'S RIGHT TO ACCEPT ANY BID&TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

45. NOTIFICATION OF AWARD:

- 45.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or FAX that its bid has been accepted.
- 45.2 Upon the successful Bidder's furnishing of the performance security pursuant to clause 47, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to clause 18.

46. SINGING OF CONTRACT:

- 46.1 At the same time that it notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the Bidding Documents (Tender Book), incorporating all agreements between the parties
- 46.2 Within **Thirty (30) days** of Purchaser's notification Clause 45.1 the successful Bidder shall sign and date the contract and return it to the Purchaser.

**47. PERFORMANCE SECURITY:**

- 47.1 Within **Thirty (30) days** from the date of signing the contract (or issuing the Order), the successful Bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the Bid Documents or another form acceptable to the Purchaser.
- 47.2 The Performance Security shall be in the amount of **10%** of the contract price, This LG shall be held by the Purchaser for a period of **18 (Eighteen) Months** from the date of the successful T.O.T. & operation of the equipment.
- 47.3 Failure of the successful Bidder to comply with the requirement of the clause 47.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

48. STANDARDS:

The Bidders must supply their offers following to DIN or ISO standards.

49. ALTERNATIVE BIDS:

All Bidders should stick to the tender specification besides and over the above; it is up to Bidders to choose to offer any alternative specifications liable to study and discussion, but not binding.

50. SPARE PARTS:

- 50.1 The Vendor must confirm the machines spare parts are available for **10 years**. The Vendor shall carry sufficient inventories to ensure ex-stock supply to consumable spares. The Vendor shall submit evidence that other spare parts and components will be supplied as promptly as possible but in any case within six months of placement of order and establishment of letter of credit.
- 50.2 The Vendor shall provide all the following materials and notifications pertaining to spare parts manufactured or distributed by himself.
- a. Upon award of the contract or issuing the PO, parts selected by ESIIC will be procured together with the bid item. In addition, the Bidder shall provide a list of recommended spares to maintain the quoted bid item for an initial period of two (2) years.
 - b. ESIIC may purchase from the Vendor, such spare parts as it selects and its selection shall not in any way relieve the Vendor of any warranty obligations under the contract.
 - c. In the event of termination of production of the spare parts:
 - I. Advance notification to the Purchaser of the pending termination in sufficient time to permit the Purchaser to procure needed requirements.
 - II. Following such termination, furnishing at no cost to the Purchaser the blueprints, drawings & specifications of the spare parts if and when requested.



SECTION (II)
APPENDEXIS



APPENDIX (A)

FORM OF BID



APPENDIX (A)

FORM OF BID

BID NO. 8000/15/23

Egyptian Sugar & Integrated Industries Company (ESIIC)

Project Sectors

Hawamdia - Giza - Egypt

Dear Sirs,

We have carefully studied the call of bid documents **NO. (8000/21/22)** comprising Commercial and Technical, hereby agree to design and supply **(4) Direct Drive Floating Surface Aerator** in conformity with said documents and conditions, we are offering our bid in **Two (2) Sealed Envelopes. Envelope (A)** will be opened on the **due date i.e. 04/06/2024**.

1. 1st Envelope: Envelope (A) containing Pre-qualification of the Bidder, Technical Offer without Price & Bid Bond in separate envelopes inside as follows:

1.1 Envelope (A1): Bid Form + Bid Data Sheet + Bid Security

It includes the a/m Forms as outlined in Appendixes.

1.2 Envelope (A2): Pre-Qualification of the Bidder

It includes recently delivered equipment similar to the equipment of this bid.

1.3 Envelope (A3): Technical Offer without Price

It includes the following:

- A. Complete Technical Specifications of Deliveries included in the Bid.
- B. A provisional work program showing procedures and periods proposed to carry out the a/m work.
- C. Approval of the Form of Performance Guarantee.

2. 2nd Envelope: Envelope (B): Priced Offer (To be submitted sealed at the Bid Opening Session and shall be opened later for the Conformable Offers Only).

ESIIC reserves the right to reject any Bid indicating prices in Envelope (A) or delivered to ESIIC after due date.

It is understood that ESIIC reserves the right to reject any part of all of Bid and to award the contract or issue the PO to the Bidder who can execute the work in the most expedient manners.

It is also understood that we undertake in the event of acceptance of our Bid (and receiving ESIIC modification) and that pending signature of such contract to the invitation of bid documents including the schedules referred to in above, together with your acceptance thereof in writing shall constitute Contract.

In the event that our Bid is accepted, I/We undertake to provide the final guarantee proper performance, and sign the contract in accordance with the conditions referred to in part II of the call of Bid documents.

Yours Faithfully,

Signature:

Name :

Title :

Address :

E-mail :

Tel/Fax :



APPENDIX (B)
BID DATA SHEET



APPENDIX (B)

BID DATA SHEET

| <u>Item</u> | <u>Description</u> | <u>Bidder's Proposal</u> |
|--------------------------------|--|---------------------------------|
| <u>Equipment</u> | (4) Direct Drive Floating Surface Aerator | |
| <u>Capacity</u> | 745 RPM | |
| <u>Origin</u> | European, USA, Japanese | |
| <u>Commercial Terms</u> | | |
| | <u>ESIIC's Commercial Terms</u> | <u>Bidder's Proposal</u> |
| <u>Offer Validity</u> | 90 Days | |
| <u>Payment Terms</u> | 20% Advance 70% Delivery 10% Retention | |
| <u>Delivery</u> | FOB / C&F | |
| <u>Supply Period</u> | 5 - 6 Months | |
| <u>Warranty</u> | 12 months from the date of the successful T.O.T OR 18 months from the date of last Bill of Lading (B/L) | |

This Form is to be submitted in 2 copies each one to be included in Both Envelopes A & B



APPENDIX (C)

BID SECURITY FORM



APPENDIX (C) BID SECURITY FORM

BID NO. 8000/21/23

Whereas.....(*Name of Bidder*)..... hereinafter called "the Bidder" has submitted its bid No..... for the supply of **(4) Direct Drive Floating Surface Aerator** (hereinafter called "the Bid"), Know all men by these presents that we of..... having our registered office at..... (hereinafter called "the Bank") are bound unto **Egyptian Sugar & Integrated Industries Company (ESIIC)** (hereinafter called "the Purchaser") in the sum of **1500 Euro or equivalent** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors & assigns by these presents. Sealed with the common seal of the said Bank on this day of..... **2023**.

The Conditions of this Obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,
 - a. fails or refuses to execute the contract form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the instructions to Bidders.

We undertake to pay to The Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **Ninety (90) days** after the period of bid validity, and any demand thereof should reach the Bank not later than the above date.

(Confirmation by the Egyptian Bank)

We,(*name of the Egyptian Bank*)..... hereby undertake to pay you on first demand in writing any amount you may claim up to and not exceeding this amount notwithstanding any contestation of the (name of letter of guarantee issuance Bank) or any other party provided that your claim reach us not later than the expiration of this Letter of Guarantee.

.....
(Signature of the Bank)

.....
(Signature of the witness)

+

Name of witness.....
Address of witness.....



APPENDIX (D)

PERFORMANCE BANK GUARANTEE FORM



APPENDIX (D)
PERFORMANCE BANK GUARANTEE FORM

Letter of Guarantee No.

With reference to contract No. ----- dated -----
concluded between:

Egyptian Sugar & Integrated Industries Company (ESIIC) (hereinafter called “the Purchaser”)

&

----- (hereinafter called “the Vendor”)

for the supply of -----, it is agreed upon that -----
-----will provide you with a **10% Performance Guarantee**.

We, ----- (the Bank), hereby irrevocably and unconditionally guarantees -----
-----to you up to the sum of **10% (Ten percent)** of the total price, i.e. ----- (Say: -----
-----) and we undertake to pay on your first demand in writing to us any
amount you may claim up to and not exceeding this sum notwithstanding any contestation of (the
Vendor) or any other party.

This Letter of Guarantee shall be valid from the date of issuance until the fulfillment of the (the Vendor’s)
obligations and guarantee under this purchase contract.

In case (the Vendor’s) obligations and guarantees are extended according to this purchase contract over
and above validity period of this Bank Guarantee shall automatically be extended accordingly.

Should the Bank be unable or unwilling to extend the validity period of this guarantee or should (the
Vendor) fail to make arrangements for such an extension or fail to make the Bank agree with the
extension before expiry date, then the Bank undertakes to **Egyptian Sugar & Integrated Industries
Company (ESIIC)** or to its order, the above mentioned amount.

(Confirmation by the Egyptian Bank)

We,(name of the Egyptian Bank)..... hereby undertake to pay you on first demand in writing any
amount you may claim up to and not exceeding this amount notwithstanding any contestation of the
(name of letter of guarantee issuance Bank) or any other party provided that your claim reaches us not
later than the expiration of this Letter of Guarantee.

.....
(Signature of the Bank)



APPENDIX (E)
DELIVERY SCHEDULE



APPENDIX (E)
DELIVERY SCHEDULE

| Bid Number | Subject of Bid | Last Shipment to Be According to the Following Periods from L/C Operation |
|-------------------|--|--|
| 8000/21/23 | (4) Direct Drive Floating Surface Aerator | (3-4) Three-Four Months Maximum |



APPENDIX (F)

TABULATED FORMS OF PRICE LIST

APPENDIX (F)

TABULATED FORMS OF PRICE LIST

| <u>No.</u> | <u>Item Description</u> | <u>Quantity</u> | <u>Unit Price € FOB/C&F</u> |
|-------------------|---|------------------------|--|
| 1. | <u>Direct Drive Floating Surface Aerator</u> | 4 | |
| 2. | <u>Two Year Operation Spare Parts</u> | | |
| 3. | Grand Total | | |



TECHNICAL SECTION



TECHNICAL SECTION

Contents

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SECTION (I)

EQUIPMENT SPECIFICATIONS

&

SCOPE OF SUPPLY






Equipment Specifications & Scope of Supply

Direct Drive Floating Surface Aerator

| Item | Req. | Specifications |
|------|------|--|
| 1 | 4 | <p><u>Direct Drive Floating Surface Aerator</u></p> <p><u>MATERIAL OF CONSTRUCTION</u></p> <p>ScrewPELLER/Float material Stainless Steel AISI 304L</p> <p>Volute/motor support Stainless Steel AISI 304L</p> <p>intake cone/stabilization cross</p> <p>Bolts and nuts A2 - Stainless Steel</p> <p>Float Filling 2 Components, closed cells polyurethane foam</p> <p>*Absorbed power on the shaft: to be confirmed by the vendor</p> <p><u>ELECTRICAL MOTOR</u></p> <p>Three phase squirrel Cage Induction Motor (T.E.F.C.)</p> <p>Specification is according to IEC standard</p> <p>* Supply Voltage : 380/660V</p> <p>* Frequency : 50HZ</p> <p>* Power rated : K.W (Must 20% over power consumed)</p> <p>* Speed : 750 r.p.m</p> <p>* Insulation Class/Temp Rise : F/B</p> <p>* Body : Cast iron</p> <p>*Degree of protection : IP 66</p> <p>*Rotation : C.W and A.C.W</p> <p>*Relative Humidity : 80%</p> <p>*Ambient Temperature : 50 °C</p> <p>*Working hours per day : Determined by the vendor</p> <p>*Mounting position : V1 (Flange)</p> <p>*Duty type : Determined by the Vendor (According no. of operations per day)</p> <p>*Efficiency class : IE3</p> <p>*Cooling : IC411 self-ventilated</p> <p>*Service factor : 1.15</p> <p>*Terminal box position : Top</p> <p>*PTC SENSOR PER PHASE</p> <p>*(ABB - SIEMENS) Europe origin and manufacturing</p> |

* Attached Enquiry Specification for Aerator & Medium (Two Pages)




 Eng. Yasser M. Shehata





Enquiry specification for aerators & mixers

HSA / HBA / LBA / HSM / LDM

Customer data

Customer name:

Egyptian Sugar & Integrated Industries Co. (ESIIC)

Address:

Hawamdia - Giza - Egypt.

Fon / Fax:

02/38115863 - 38115862 Fax: 02/38114193

Email:

project_sectors@siicegypt.com

Contact person:

Project data

Project name / location:

Floating surface Aerator For Distillery Factory

Application:

- Lagoon
- Aeration basin
- SBR
- De-nitrification
- Oxidation ditch
- Homogenisation basin

Waste water origin:

- Domestic
- Industry: _____

Requested device:

- Aerator
- Mixer

Execution:

- Floating
- Fixed installed

Type (if known):

- HSA
- HBA
- LBA
- HSM
- LDM

Requested function:

Required oxygen input:

in waste water AOR: 2 kg O₂/h

in clean water SOR: 1.5 kg O₂/h

Operating conditions

Power supply:

380/660 V

Frequency: 50 Hz 60 Hz

Air temperature:

max.: 40 °C

min.: 7 °C

Altitude:

— m above sea level

Medium temperature:

max.: 45 °C

min.: 3 °C

Particularities:

- Proximity to the sea
- Sand

Others: _____

Bas in data

Execution:

- Open basin
- Covered basin
- Concrete
- Steel (enamelled or stainless steel)
- Pond with plastic foil seal
- Earth basin

Design:

- Rectangular
- Circular (square)

Size:

L x W = 18 x 18 m

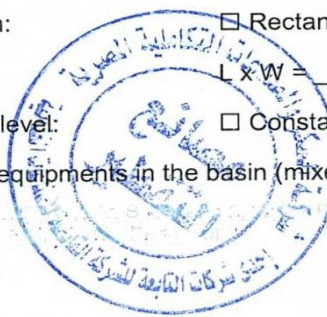
Ø = — m

Water level:

Constant: 4.5 m

Variable (Min/Max: 0.5 / 1 m)

Other equipments in the basin (mixers, aerators,...): _____



Eng. Hassan

M. Shehata



Enquiry specification for aerators & mixers

HSA / HBA / LBA / HSM / LDM

Design data

Flow: 3000 m³/d with a peak of 125 m³/h

Waste water temperature: Relevant for calculation: _____ °C

Winter temperature: 10 °C Summer temperature: 42 °C

Inflow concentrations: COD = 19873 mg/l BOD₅ = 11927 mg/l

Ratio COD / BOD₅ = 1.66 SS = 1128 mg/l

TKN = 245 mg/l NH₄-N = 100 mg/l

NO₃-N = 70 mg/l P_t = 48 mg/l

Outflow concentrations: COD = 1100 mg/l BOD₅ = 600 mg/l

(Required values)

SS = 800 mg/l NH₄-N = 10 mg/l

N_t = 25 mg/l NO₃-N = 7 mg/l

P_t = 4 mg/l

Process parameters

Mixed liquor suspended solids: 2.59/L kg/m³ Sludge volume index: 106 mL/g l/kg

Sludge load: _____ kg BOD₅/(kg sludge.d) Reactor volume: 1800 m³

Required O₂ concentration: 1-2 mg/l Daily aeration time: 16 h

Customer requests

- For HSA and HSM:
- AISI316 instead of AISI304
 - Heater
 - Operation via frequency converter
 - PTC connected
 - IE4 instead of IE3

- For HBA:
- Detection relay for humidity probe into oil chamber
 - External motor protection relay

Comments



42

Eng. Yasser

m m 13

M. shehata



SECTION (2)

PENALTIES



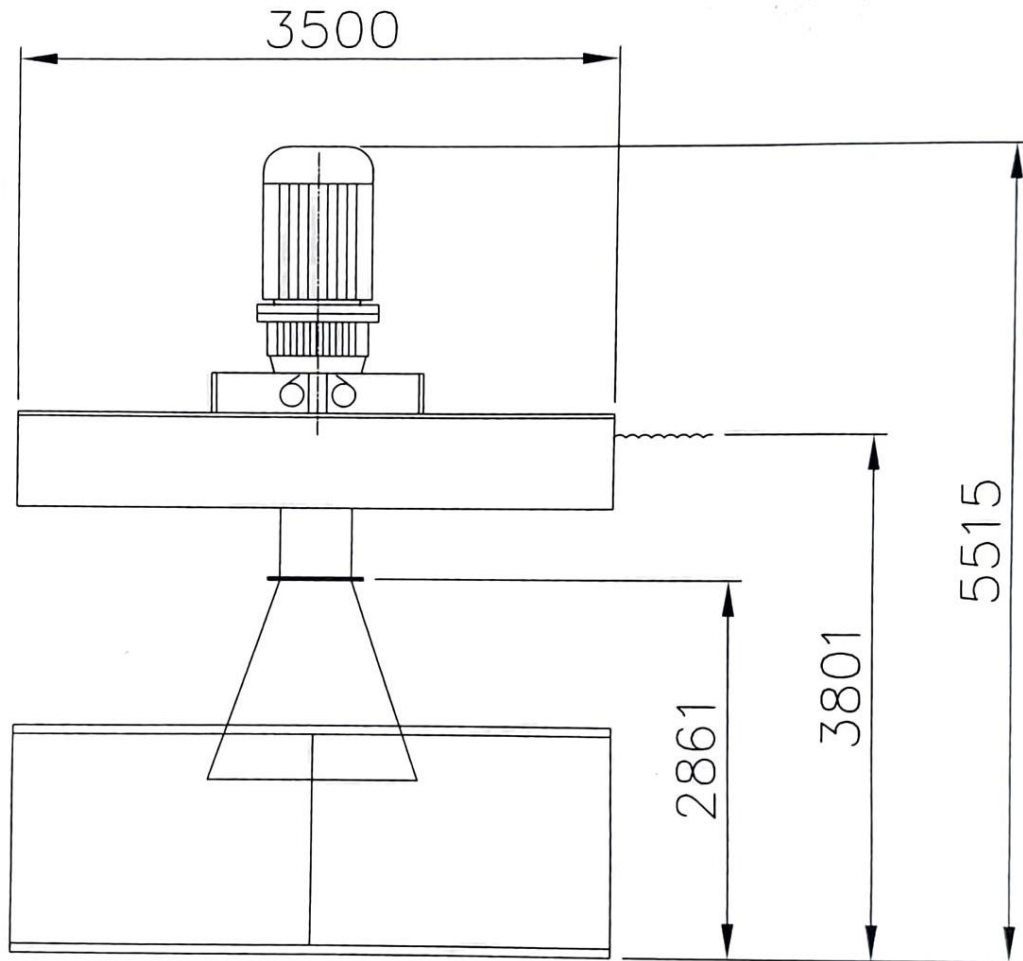
Penalties

- The clean water efficiency of the Floating Surface Aerator equals 1.5 kg O₂/kwh (10% measurement tolerance).
- The steady state efficiency (measured in activated sludge) of the Floating Surface Aerator equals 2 kg O₂/kwh (10% measurement tolerance), when the minimum uptake rate of the micro-organisms is between 30 & 60 mg O₂/1hr and the residual dissolved oxygen between 0.5 & 1.5 mg/L.



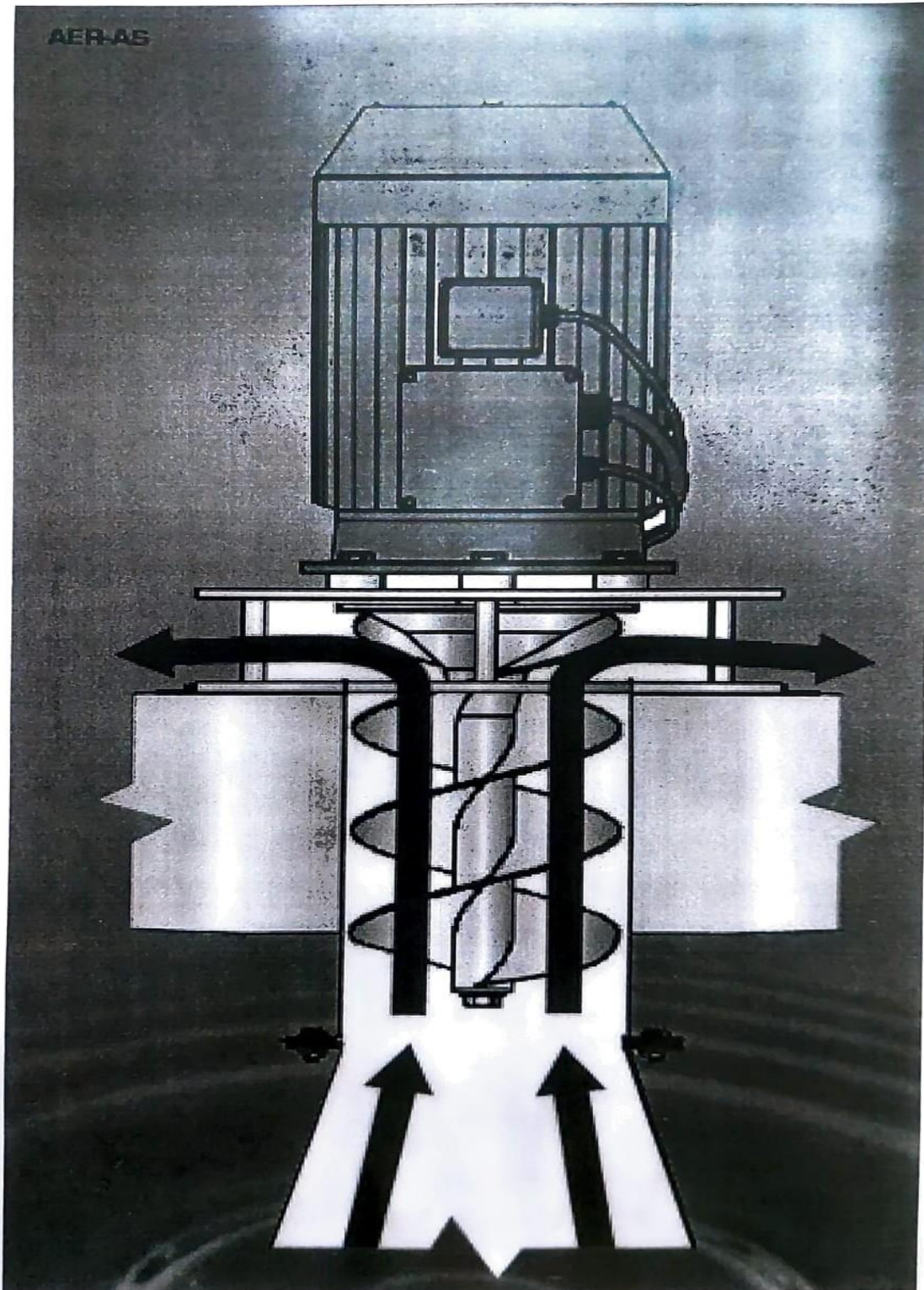
SECTION (3)

LAYOUT DRAWINGS



G-Ali
Ch. unal
Ahmed

M. Sheketa
Alan Fak





SECTION (6)

SITE MAP

