

Egyptian Sugar & Integrated Industries Company (ESIC)
Project Sectors
General Administration of Commercial Affairs
Foreign Procurement Department



Tender No. 8000/30/24R

Safety Devices
for CO₂ & NH₃ Compressors
Distillery Factory

One-Envelope Bidding

(Technical + Priced Offers)

Due Date 30/05/2024

April 2024

Project Sectors

Hawamdia - Giza - Egypt

Tel.: +202 38115862 - +202 38115863

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BID INVITATION



Invitation for Bidding

1. **Egyptian Sugar & Integrated Industries Company (ESIIC)** invites sealed bids from eligible bidders for “Supply & supervision of installation of Safety Devices for CO₂ & NH₃ Compressors 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 **30/05/2024 at 12:00 PM** and bids must be accompanied by a **Bid Security of 500 (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 30/05/2024**.



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 **Safety Devices for CO₂ & NH₃ Compressors 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 supply Safety Devices for CO₂ & NH₃ Compressors for Distillery Factory.
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 30/05/2024 at 12 O'clock Cairo local time under the terms & conditions outlined hereunder as follows:

- 15.1 **1st Envelope:** Identified by the letter **(A)** containing separate Sections inside in the following order: **Bid Form** (Appendix A) **Bid Data Sheet** (Appendix B), **Pre-qualification of the Bidder (Envelope A2) & Technical Offer (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.
- 15.1.2 A statement issued by ESIIC, certifying the purchase of the Bidding Documents (Tender Book) by the Bidder from ESIIC. **(Envelope A1)**
- 15.1.3 Bid Form as per Appendix (A) of Invitation for Bids. **(Envelope A1)**
- 15.1.5 Delivery Time-Schedule. (Appendix C) **(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: 500 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 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.
- 15.1.9 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 the same session 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 (D).
- 15.2.3 Itemized Unit & Total Price on **FOB/C&F/DDP** basis according to Scope of Supply stated in Technical Part, state your port of shipment.
- 15.2.4 The cost of supervision of installation & commissioning should be lump sum and to be paid through separate L/C opened one month before arriving of Vendor's specialists.
- 15.2.5 The origin for deliveries is European, USA, and Japanese.
- 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 **500 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 or DDP 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 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.
- 21.8 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 installation & commissioning against presentation of 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).

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:**

3 Months from Down Payment. Refer to Appendix (E). It is preferable if the deliveries are READY for Delivery.

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 12 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 center 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 PO/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 installation & commissioning & 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:

NOT APPLICABLE



SECTION (II)

APPENDEXIS



APPENDIX (A)

FORM OF BID



APPENDIX (A)

FORM OF BID

BID NO. 8000/30/24

Egyptian Sugar & Integrated Industries Company (ESIIC)
Project Sectors
Hawamdia - Giza - Egypt

Dear Sirs,

We have carefully studied the call of bid documents **NO. (8000/30/24)** comprising Commercial and Technical, hereby agree to design and supply **Safety Devices for CO₂ & NH₃ Compressors** in conformity with said documents and conditions, we are offering our bid in **Two (2) Sealed Envelopes. Both Envelopes** shall be opened on the **due date i.e. 30/05/2024**.

1. 1st Envelope: Envelope (A) containing Pre-qualification of the Bidder, Technical Offer & 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

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.

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>	Safety Devices for CO ₂ & NH ₃ Compressors	
<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 for Outside Deliveries DDP (Delivered Duty Paid) At our Stores	
<u>Supply Period</u>	Spot / Off-the Shelf Goods OR 3 Months Maximum	
<u>Warranty</u>	12 months from the date of the successful installation & commissioning 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)

DELIVERY SCHEDULE



APPENDIX (C)
DELIVERY SCHEDULE

Bid Number	Subject of Bid	Last Shipment to Be According to the Following Periods from L/C Operation
8000/30/24	Safety Devices for CO ₂ & NH ₃ Compressors	Spot / Off-the Shelf Goods OR Three Months Maximum



APPENDIX (D)

TABULATED FORMS OF PRICE LIST



APPENDIX (D)

TABULATED FORMS OF PRICE LIST

<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price €/ \$ FOB/C&F/DDP</u>
1.	<u>Safety Devices for CO₂ & NH₃ Compressors</u>		
	Grand Total		



TECHNICAL SECTION



TECHNICAL SECTION

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SECTION (I)

EQUIPMENT SPECIFICATIONS

&

SCOPE OF SUPPLY



Equipment Specifications & Scope of Supply

Safety Devices for CO₂ & NH₃ Compressor

Item	Qty	Specification
1	2	<p><u>Thermostat Switch with Remote Sensor</u></p> <ul style="list-style-type: none">- Range 70-150 °C- Medium: Ammonia (NH₃)- Sensor Diameter :10 mm- Insertion Length: 110 mm- Adjustable Differential Setting: 1.8 – 25 °C- Complete with ST.ST sensor pocket- Process connection: 1/2"- Switch contact SPDT changeover with gold plated contact surface- Capillary length :2 m- Charge type: C- Protection: IP66- Complete with all fittings for installation- Manufacture: Danfoss, Type RT107, Code No. 017-513566,- Switch Code No. :017-424066 Standard <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>
2	2	<p><u>Thermostat Switch with Remote Sensor</u></p> <ul style="list-style-type: none">- Range 25-90 °C- Medium: Ammonia (NH₃)- Sensor Diameter :10 mm- Insertion Length: 110 mm- Adjustable Differential Setting: 2 – 20 °C- Complete with ST.ST Sensor Pocket- Switch Contact SPDT Changeover with Gold Plated Contact Surface- Capillary Length :2 M- Charge Type: B- Protection: IP66- Complete with all fittings for installation- Manufacture: Danfoss, Type RT101, Code No. 017-500366,- Switch code No. :017-424066 Standard <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>



Item	Qty	Specification
3	4	<p><u>Pressure Switch</u></p> <ul style="list-style-type: none">- Range: 10-28 Bar- Medium: Ammonia (NH₃)- Temperature: - 40 - 70 °C- Fixed Differential Setting: 1.5 Bar- Process Connection: Cutting Ring ø6 mm- Switch contact SPDT changeover with gold plated contact surface- Protection: IP66- Complete with all fittings for installation- Manufacture: Danfoss, Type RT6AB, Code No. 017-513366,- Switch Code No. :017-424066 Automatic Reset <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>
4	2	<p><u>Differential Pressure Switch</u></p> <ul style="list-style-type: none">- Range: 0.5 - 6 Bar- Medium: Ammonia (NH₃)- Temperature: - 40 - 70 °C- Process Connection: Cutting Ring ø6 mm- Switch contact SPDT changeover with gold plated contact surface- Protection: IP66- Complete with all fittings for installation- Manufacture: Danfoss, Type RT260A, Code No. 017D001566,- Switch Code No. :017-424066 Automatic Reset <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>
5	2	<p><u>Pressure Switch</u></p> <ul style="list-style-type: none">- Range: - 0.9 - 7 Bar- Adjustable Differential Pressure: 0.7 Bar- Medium: Ammonia (NH₃)- Complete with all accessories for installation- Manufacture: Danfoss, Type KP 1A- Process Connection: 1/4 in flare- Protection: IP66 <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>



Item	Qty	Specification
6	4	<p><u>Solenoid Valve Complete with Flange, Strainer and Coil</u></p> <ul style="list-style-type: none">- Medium: Ammonia (NH₃)- Temperature: (- 25) – (- 40) °C- Pressure: 25 Bar- Strainer 1/2"BW Code No :006-0052, FA15- Coil :24 VDC ,20 W code No. 018F6857- Flange Type: 11- Protection: IP66- Complete with all accessories for installation- Model: EVRA15 Code No.032F6215 <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>
7	2	<p><u>Two Wire Microprocessor Gauge Pressure Transmitter Complete with Digital Display, Local Keys for Configuration</u></p> <ul style="list-style-type: none">- Housing Material: Aluminum- Wetted Parts Material: St. St- Process Connection: 1/2" F- Power Supply: 24 VDC- Output: 4-20 mA- Range: 0-30 bar- Calibrated Range: 0- 25 bar- Protection: IP66- Operating Temperature: (-20) – (80) °C- Medium: CO₂- Complete with all accessories for installation



Item	Qty	Specification
8	4	<p><u>Fork Level Switch</u></p> <ul style="list-style-type: none"> - Length: 70 mm - Enclosure Material: st.st - Wetted Material: St St 316L - Medium: CO₂ - Temperature: (-40) – 150 °C - Pressure: 20 Bar - Contact Output: PNP/24 VDC - Process Connection: 1" BSP - Power supply: 24 VDC - Protection: IP66 - Complete with all accessories for installation - Manufacture: Rosemount - Type :211011ANA <p>Or equivalent manufacture with the same specifications of the a/m codes.</p>

General Notes:

- The above new instruments will be installed on the new Ammonia (NH₃) & Carbon Dioxide (CO₂) Compressors instead of the old ones & connected to the existing PLC thus, it is crucial to have the new instruments with the same specifications of the old ones.
- All above items will be provided with all related documents (Test, Origin, Calibration & Compliance Certificates, Catalogues, Datasheets...) as concerns the supplied items.
- **The Origin of Manufacture Must be (USA/Europe/Japan).**



SECTION (2)

SITE MAP

