
INVITATION TO BID (ITB)

Reference: 130028EGY1	Date: 16 April 2018
Project Name: UNIDO Project: Low Carbon and Climate Resilient Industrial Development	Official Dealing with this ITB: Egypt National Cleaner Production Center (ENCPC)
	Address: 27A Abdel Khaleq Tharwat Street, Down Town, Cairo, Egypt
	Telephone: +202 23916154 / +202 23925984
	E-mail: info@encpc.org For enquiries only - NOT for submitting offer.

Subject: **Invitation to Bid (ITB) No. 130028EGY1**
Project Name: UNIDO Project: Low Carbon and Climate Resilient Industrial Development in Egypt

Please note that in accordance with the requirements of the donor, this Invitation to Bid is only open to Japanese companies.

Dear Sirs:

1. The Egypt National Cleaner Production Centre (ENCPC) (hereinafter referred to as "ENCPC" in agreement with United Nations Industrial Development Organization (UNIDO) and the Government of Japan (hereinafter referred to as the "Government"), hereby invites you to submit a written offer (hereinafter referred to as "Offer") for the supply and delivery of equipment required to demonstrate and disseminate the benefits of low carbon and climate resilient technology in Egypt, to a beneficiary of the Project, (hereinafter referred to as the "Beneficiary" by applying the concept and approach as defined in the Technical Specifications (Appendix 2) and related documents attached hereto.

CLOSING DATE

2. To ensure consideration, your complete, detailed Offer should reach the address indicated in Article 11 of the Instructions to Bidders (Appendix 1) by 1 May, 2018, close of business (6 p.m. local Egyptian time).

3. Bidders may submit their proposal electronically or as a paper copy. It is the sole responsibility of the bidder to ensure that the Offer is submitted before the deadline and in case a paper copy is sent, that it reaches the address and office indicated Article 11 of the Instructions to Bidders (Appendix 1) Delivery of the Offer to any other office or not to the email specified in Article 11 will not be accepted. **Offers received after the above mentioned deadline will be invalidated.**

GENERAL

5. This ITB is for the supply of equipment, instruction manuals, spare parts, commissioning tools etc. as stated in the Technical Specifications, which are attached hereto as Appendix 2, covers a total organizational responsibility.

6. The terms set forth in this ITB, including the contents of the Technical Specifications, will form a part of any contract should ENCPC accept your Offer. Any such contract will require compliance with all factual statements and representations made in the Offer, subject to any modifications to the Offer agreed to by ENCPC in the context of negotiations, should negotiations be entered into.
7. Your Offer should be comprehensive and detailed. It must include information in sufficient scope to allow ENCPC to consider whether your company has the necessary capability, experience, knowledge, expertise, financial strength and the required capacity to perform the work specified satisfactorily. Your Offer shall clearly and concisely respond to all points set out in this ITB. Any Offer, which does not fully and comprehensively address this ITB, may be rejected.
8. You should strictly adhere to all requirements of this ITB. No changes, substitutions or other alterations to the Technical Specifications will be accepted unless stated in the Technical Specification, attached hereto as Appendix 2.
9. In order to be considered for the contract your company must meet the eligibility criteria specified in Appendix 1, and Appendix 3, qualification requirements and evaluation criteria.
10. In this project, time is of the essence. Please submit a delivery schedule closest to the requirement in the Technical Specification.
11. We look forward to receiving your offer.

Yours sincerely

<Authorized procurement officer>
Egypt National Cleaner Production Centre



Enclosures

- Appendix 1: Instructions to Bidders including Eligibility Criteria
- Appendix 2: Technical Specifications dated <12 April, 2018 > (includes Annex 1 and 2)
- Appendix 3: Qualification Requirements and Evaluation Criteria
- Appendix 4: Technical Bid Forms (a – d)
- Appendix 5: Commercial Offer Forms (A-C)
- Appendix 6: Model Contract/Purchase Order Form

APPENDIX 1 – INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Offer

The Offer shall be prepared and submitted in accordance with the instructions in this Appendix.

2. Language of Offer

The Offer and all correspondence and documents relating to it shall be written in the English language.

3. Eligibility of Bidders

a.) Incorporating the requirements of the donor, and representing the interest of UNIDO, and the Beneficiary(ies), the Egypt National Cleaner Production Centre (ENCPC) requires that bidders provide professional, objective, and impartial advice and technical assistance, and at all times hold the interests of the Project Beneficiary paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

b.) Without limitation on the generality of Article 3 a.) above, a bidder shall not be eligible to participate in this procurement or in the performance of the contract under consideration if such bidder, or any employee, executive, manager or director thereof:

- participated in the preparation of the concerned procurement notice or ITB documents, or any part thereof, being subsequently used by ENCPC; or
- received assistance in the preparation of his Offer from a person or company who or that participated in the preparation of the concerned procurement notice or ITB documents, or any part thereof.

c.) A bidder shall not be eligible to participate in this procurement or in the performance of this contract under consideration if such bidder, or any executive, manager or director thereof, has, in the past five years:

- been determined by a court of competent jurisdiction to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, or other equivalent activities under the laws or regulations applicable in the country of location of the relevant project or any country, or under international treaties or conventions;
- been declared ineligible, by reason of conduct such as that described above, by any bank, institution or organization providing funds for general development, public investment or reconstruction;
- been determined by a court of competent jurisdiction to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place;
- been determined by a court of competent jurisdiction to have committed an act of fraud or an act equivalent to fraud;
- been determined to have engaged in unprofessional conduct by a court of competent jurisdiction, administrative agency or organization responsible for enforcing standards of professional conduct.

d.) A bidder shall not be eligible to participate in this procurement or in the performance of this contract under consideration if such bidder:

- has, in the past two years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction;
- is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;
- currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the bidder had previously been unable to satisfy his obligations as they came due;

- is currently the subject of a judicial or administrative order suspending or reducing payments by or to such bidder and resulting in the total or partial loss of the bidder's right to administer and/or dispose of his property;
 - is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such bidder if such proceedings may also result in the bidder being adjudged bankrupt or insolvent;
 - has, in the past three years, been adjudged by an arbitration tribunal to have seriously breached a contract with UNIDO or the United Nations;
 - is currently delinquent in the payment of any social security contributions in the country of establishment of the bidder;
 - is currently delinquent in the payment of taxes in the country of establishment of the bidder;
 - is based in, or its tendered goods originate from, a country from which, as a matter of law or official regulation, UNIDO, the United Nations or the country where the work are to be carried out (i) prohibits commercial relations with such country or (ii), by an act of compliance with a decision by the United Nations Security Council under Chapter VII of the Charter of the United Nations, prohibits any imports of goods from, or payments to, a particular country, person or company.
- e.) Government-owned enterprises/organizations may be eligible only if they can establish that (i) they are legally and financially autonomous from the Beneficiary, (ii) operate under applicable commercial law, and (iii) are not a dependent agency of the Beneficiary of the Project.

4. Ethics

- a.) In accordance with general procurement principles, it is the policy of UNIDO to require that bidders, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. UNIDO defines for this purpose:
- 'coercive practice' means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or their property of the party to influence improperly the actions of a party;
 - 'collusive practice' means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 'corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - 'fraudulent practice' means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - 'obstructive practice' means (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and (ii) acts intended to materially impede the exercise of inspection and audit rights.
- b.) In pursuance of the above mentioned requirements, ENCPC may:
- Reject a bidder if it is determined that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract; or
 - Terminate a contractor if it is determined that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, and in executing, the contract.

5. Bidder's responsibilities

- a.) The bidder is expected to examine all instructions, forms, terms, drawings and specifications in the

ITB documents, and, familiarize himself with location conditions. All questions or requests for additional information should be addressed to the ENCPC, see paragraph 7 below. Failure to provide all information required by the proposal /offer will be at the bidder's risk and may result in the rejection of his Offer.

b.) The bidder shall bear all costs associated with the preparation, submission, and negotiation of his Offer.

6. Only One Offer

Any bidder shall submit only one Offer, either individually or as a partner in a joint venture.

7. Clarification of ITB Documents

a.) Any bidder requesting clarification on contents in the ITB documents should write to the contact person of ENCPC stated in the cover letter to these ITB documents. **Request for clarification must be received no later than seven (7) calendar days after receipt of the ITB.**

b.) The ENCPC will issue a clarification note to reasonable requests for clarification on the contents in the ITB documents.

c.) Such clarification note will include questions, and the ENCPC response without identifying the source. The clarification note shall be immediately uploaded on the website advertising the ITB or distributed to all potential bidders by email. Therefore it is crucial that potential bidders submit names and contact details to the ENCPC to register their intention to bid for this tender.

8. Amendments to ITB Documents

a.) At any time prior to the deadline for the receipt of Offers, ENCPC may modify the ITB documents by amendment which will be published on relevant web-sites, and distributed to bidders who have registered their interest with the ENCPC.

b.) **All prospective bidders are advised to register with the ENCPC to ensure that they receive any amendments and updates;** and to regularly visit the web-sites of UNIDO and ENCPC to view any clarification or amendment made to the ITB documents. All clarifications and amendments made pursuant to Articles 7 c.) and 8 a.) will be binding on the bidders. ENCPC will assume neither responsibility nor liability for the bidder's non-familiarity with any clarification or amendment issued pursuant to any provision herein.

c.) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Offers, ENCPC may, at its discretion, extend the deadline for the receipt of Offers.

9. Preparation of Offer

The Offer shall consist of a Technical Offer and Commercial Offer and should contain the following information and documentation:

TECHNICAL OFFER

i) Duly completed and signed **Technical Offer Submission Form (Appendix 4)**;

ii) A certified **Qualification Form** (see Appendix 4) for the last three (3) years of business and information regarding all claims, arbitration and other pending legal action concerning the bidder's company, including the amounts of any pending claims, arbitration and other pending legal action of claims. Certification shall be normally provided by the bidder's bank, insurance company or any other authority customarily providing such certification according in accordance with applicable laws and regulations. **Please note that an Offer submitted**

without a certified Qualification Form runs the risk of being rejected.

- (iii) A statement of the bidder's **capacity of operations** including company description, structure and number of employees, **experience** in the manufacture of efficient air blowers; see Technical Specifications, with **relevant references** to the requirements similar to those constituting the object of this ITB, size of the executed projects and scope of the performed work. In his Offer, the bidder should list at least three (3) major **client references** with information regarding work and services provided and contact information (company name, phone number, facsimile number);
- iv) A statement of the bidder's **ability and readiness** to execute an eventual contract in accordance with this ITB and its Appendices. Any deviation from the Technical Specifications (Appendix 2) or other documents contained in this ITB shall be clearly expressed;
- v) A **statement** of the bidder's operating standards and control systems (if certificates from ISO 9000 and ISO 9001 or similar are available) copies to be enclosed;
- vi) An **explanation** of the bidder's understanding of the equipment requirement and the bidder's design to ensure the equipment meets the requirements with supporting documents such as specification of the equipment, energy efficient parameters, etc.;
- vii) A **statement** of the bidder's ability to start work promptly, including the earliest delivery date;
- viii) A **statement** that the bidder has sufficient number of capable and experienced personnel from his own company or sub-contractor provided that the sub-contractor meets all the requirements within the period of time indicated in the Technical Specifications;
- ix) The names and qualifications (including description of activities, number of personnel employed, references to clients and completed projects) of the proposed sub-contractor(s) and/or equipment manufacturer(s), if any, and the extent and nature of such sub-contracting and/or equipment supply;
- x) The **Work Plan and Bar Chart** showing various activities for the delivery of the contract.
- xi) Any other information the bidder may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective Offer are not encouraged.

COMMERCIAL OFFER

The **Commercial Offer** should contain, but not necessarily be limited to, the following information:

- i) Duly completed and signed **Commercial Offer Submission Form (Appendix 5)**;
- ii) The bidder's best **firm and fixed price** in United States dollars (*US\$*) to complete the proposed work. Any Offer not expressed in the afore mentioned currency will be converted to this currency, using the United Nations official rate of exchange prevailing on the date of the submission deadline and the resulting converted price will be used for price comparison and in the contract. Please note that prices for equipment, parts and supplies shall be quoted in both ways: Quote A: Ex Works and Quote B: DAT Alexandria Egypt (incoterms2010). The Beneficiary will decide which delivery method would fit to their budget better based on

the quotes. In case the option Ex Works is chosen by the Beneficiary, any additional shipping and insurance costs to Alexandria Egypt will be added to the total cost of equipment for evaluation purposes. Bidders are therefore required to state the location of their factory.

- iii) A **detailed cost breakdown** of the firm and fixed price referred to in sub-paragraph i) above, showing the total cost of the proposed purchase in accordance with any detailed instructions provided in Appendix 5 to this ITB.
- iv) **Discounts:** The bidder should indicate discounts separately, if any, which he may grant and the terms of such discounts, Bidders should state whether discounts can be made if additional equipment, is purchased and or the proposed solution is replicated;
- v) A **confirmation** that the bidder has reviewed the **Model Contract** (Appendix 6) and that he is in agreement with their terms and conditions;
- vi) A **confirmation** that the bidder will provide all necessary **insurance(s)** as required pursuant to the Technical Specifications (Appendix 2), the Model Contract (Appendix 6) and the General Conditions of Contract;
- vii) A **certified copy of the Financial Statements** for the last 3 years of business and information regarding all claims, arbitration and other pending legal action concerning your company/organization, including the amounts of any pending claims, arbitration and other pending legal action of claims.
- viii) A **completed certified Supplier's Financial Statement** (the form is enclosed herewith for completion as Appendix 4 b). Certification shall be normally provided by your bank, insurance company or any other authority customarily providing such certification according to the laws of your country. **Please note that proposal submitted without certified Financial Statement runs the risk of being rejected**
- ix) A confirmation that the bidder's Offer is **valid** for a minimum period of **6 months** after the deadline for receipt of Offers from the deadline for receipt of Offers. Once his Offer is accepted during this period, the price quoted in his Offer must remain unchanged for the entire period of the resulting contract unless otherwise specified in this ITB.

10 Signing and Submission of Offer Delivery of the Offer to any other email address or office will not be accepted. **Offers received after the above mentioned deadline will be invalidated.**

a.) **If submitting by courier:** the bidder must submit his Offer in **ONE (1) SEALED ENVELOPE**, which shall contain the Technical and Commercial Offer with price(s) in one (1) original **(and one (1) copy, clearly marked "ORIGINAL OFFER" and "COPY OF OFFER" in case of submitting with courier post)**. In the event of any discrepancy between them, the original shall govern.

b.) The Offer must be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of the bidder.

c.) The Offer shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Offer shall initial such corrections.

e) **If submitting by email:**

Email submissions may be accepted ONLY if the following email is used **130028EGY1@unido.org**
Offers sent by email to any other email address will be rejected.

11. Marking of Envelope

- a.) Offers sent by post or courier shall be submitted in one (1) sealed envelope.
- b.) The sealed envelope containing the original (and all copies) of the Technical Offer and Commercial Offer shall be marked as follows:

Request for Offer No: 130028EGY1
To the Director
The Egypt National Cleaner Production Centre (ENCPC)
27A Abdel Khaleq Tharwat Street, Down Town, Cairo, Egypt
Tel: + 202 23916154
Fax: + 202 23925984

TECHNICAL/COMMERCIAL OFFER
Closing Date 1 May 2018
DO NOT OPEN BEFORE CLOSING DATE

12. Completeness of Offer

The bidder is expected to examine all instructions, forms, terms and specifications in this ITB. The bidder must include information in sufficient scope and detail to allow ENCPC to consider whether his company has the necessary capability, experience, knowledge, expertise, financial strength, and the required capacity to perform the work specified satisfactorily. Failure to furnish all information required by the ITB or submission of an offer not substantially responsive to the ITB in every respect will be at the bidder's risk and may result in the rejection of his Offer.

13. Correctness of the Offer

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 bidder does not accept the correction of errors, his Offer will be rejected. If there is a discrepancy between words and figures the amount in words will prevail. ENCPC reserves the right to verify all information furnished by the bidder through any sources of its choice. Any inaccurate information given may lead to a rejection of the Offer.

14. Type of Contract

A firm and fixed price contract is contemplated for the contract, covering all inputs required by the Contractor as stated in the Technical Specifications (Appendix 2) and the Model Contract (Appendix 6).

15. Withdrawal and Modification of Offers

Offers may be modified or withdrawn by bidders in writing, prior to the closing date specified in the ITB. Offers may not be modified or withdrawn after that time.

16. Late Offers

Any Offer received by ENCPC after the deadline for receipt of Offers will be rejected and returned unopened to the bidder.

17. Preliminary Examination and Determination of Responsiveness

A.) Prior to the detailed evaluation of Offers, ENCPC shall determine whether the bidder is qualified, i.e. whether (i) he meets the eligibility criteria defined in Article 3, (ii) his Offer has been properly signed; and (iii) his Offer in general is in order and substantially responsive to the requirements of the ITB documents.

B.) A substantially responsive Offer is one which conforms to all the terms, conditions, and specifications of the ITB documents, without material deviation (except if specifically stated in the

Technical Specifications – Appendix 2) or reservation.

C.) If a bidder is not qualified or if his Offer is not substantially responsive, his Offer shall be rejected.

18. Evaluation of Technical Offers

a.) In respect of all eligible and qualified bidders, ENCPC, the Beneficiary and UNIDO will evaluate the Technical Offers on the basis of their responsiveness to the Technical Specifications, applying the evaluation criteria qualification requirements stated in Appendix 1 and 3.

b.) To ensure an orderly and objective examination, evaluation and comparison of all Offers, ENCPC may, at its discretion, ask any bidder for clarification of its Offer during the relevant preliminary examination, technical evaluation and commercial evaluation stages. The request for clarification and the responses thereto shall be in writing and *no change in the contents or substance of the Offer shall be sought, offered or permitted*. Failure of any bidder to timely and duly respond to a request for clarification may result in the rejection of his Offer.

19. Evaluation of Commercial Offers

a.) After completion of the technical evaluation, ENCPC will evaluate those Commercial Offers of those companies that met the qualification requirements (Appendix 1 and 3) and whose Technical Offers were found technically compliant to the ITB requirements.

b.) The contract shall be awarded based on the best value for money principles to the qualified bidder whose Technical Offer was found technically compliant and whose Commercial Offer is the lowest cost.

c.) ENCPC reserves the right, after prior consultation with UNIDO, to negotiate with the bidder who has submitted the lowest cost substantially responsive Offer for the purpose of seeking revisions of such Offer to enhance its technical aspects and/or to reduce the price.

20. Confidentiality

a.) Information relating to the examination, clarification, evaluation and comparison of Offers, and recommendation for contract award shall not be disclosed to bidders or any other person not officially concerned with such process.

b.) Any effort by the bidder to influence ENCPC in the comparison, evaluation or award deliberations and decisions may result in the rejection of the bidder's Offer.

21. No Commitment

a.) This ITB does not commit ENCPC to award a contract. ENCPC reserves the right to accept or reject any offer(s), or annul this ITB and reject all offers, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) on the grounds for action of ENCPC.

b.) ENCPC also reserves the right to negotiate and award only a portion of the requirement; to negotiate and award separate or multiple contracts for the elements covered by this ITB in any combination it may deem appropriate, in its sole discretion; to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with bidder(s); and reject the Offer submitted by any contractor that has previously failed to perform properly or on time contracts of a similar nature, or of a bidder that, in the opinion of ENCPC, is not in a position or is not sufficiently qualified to perform the contract.

c.) This ITB contains no contractual offer of any kind; any offer submitted will be regarded as a offer by the bidder and not as an acceptance by the bidder of any offer by ENCPC. No contractual relationship will exist except pursuant to a written contract signed by the authorized official of ENCPC and by the

successful bidder(s) chosen by ENCPC.

22. Contract Award

ENCPC together with the Beneficiary will notify the successful bidder in writing that his Offer has been accepted. **It should be noted that the Contract will be awarded by the Beneficiary(ies)** as a result of this bidding process. Upon the successful bidder's confirmation of acceptance of the contract award and conclusion of the contract, ENCPC will notify each unsuccessful bidder. The notification to the unsuccessful bidders will not contain any information concerning other bidders and their prices, including that of the winning offer, due to the confidential and proprietary character of such information. Any queries of unsuccessful bidders to this respect will not be entertained by ENCPC.

23. Signing of Contract

a.) After the successful bidder has been notified by the ENCPC that their bid was successful, and after the successful bidder accepts the notice of award, **the Beneficiary will send the bidder** the three (3) sets of original contract documents incorporating all agreements between the parties.

b.) The successful bidder shall sign and date the contract and return one original to the Beneficiary, and the second original to the ENCPC no later than two (2) weeks of the receipt of the contract.

24. Proprietary Information

It is understood that this ITB is confidential and proprietary to ENCPC, contains privileged information, part of which may be copyrighted, and is received by bidders on the condition that no part thereof or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of ENCPC, except that the bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of this ITB, bidders will be bound by the contents of this paragraph whether or not their company submits an offer or responds in any other way to this ITB.

25. Rejection of Offers and Split Awards

a.) ENCPC and the Beneficiary reserves the right to reject any and all Offers if they are, inter alia:

- Received after the deadline stipulated in the ITB;
- Not properly marked or addressed as required in the ITB;
- Delivered to address or office other than the one required in the ITB;
- Transmitted by electronic mail or facsimile, unless expressly permitted in the ITB;
- Contains an alternate offer, unless expressly permitted in the ITB; or
- Not otherwise in compliance with this ITB.

b.) ENCPC and the Beneficiary reserves the right to split an award between any suppliers in any combination, as it may deem appropriate. If the quotation is submitted on an "all or none" basis, it should be clearly stated as such in your response to this ITB.

26. Retention of Offers

Following submission of the Offers and final evaluation, ENCPC will have the right to retain unsuccessful offers. It is the bidder's responsibility to identify any information of a confidential or proprietary nature contained in his offer, so that it may be handled accordingly. However, ENCPC cannot guarantee confidentiality.

27. Costs of Preparation of the Offer

This ITB does not commit ENCPC to pay any costs incurred in the preparation or submission of Offers, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or supplies. The bidders shall bear all costs associated with the preparation and submission of the Offers, and ENCPC will not in any case be responsible or liable for those costs, regardless of the conduct or outcome of this competitive exercise.

APPENDIX 2 – TECHNICAL SPECIFICATIONS

Guarantee: Minimum 12 months from the date of the delivery.

Warranty: 12 months from the date of the Certificate of Acceptance after successful commissioning.

Explanatory note to bidders: If an item is not compliant with specifications below, the bidder must provide detailed explanation in the column ‘Remarks’.

THE TECHNICAL SPECIFICATIONS FOR PURCHASE OF EQUIPMENT AND SUPPLIES

For

Efficient cooling system

For the project of Low carbon and Climate Resilient industrial development in Egypt (130028)

April 12, 2018

1. General Background Information

1.1 The United Nations Industrial Development Organisation (UNIDO) implements a regional project on low carbon and climate resilient industrial development in a cross section of African countries. Government of Japan provided UNIDO with funding to support African countries to accelerate their low carbon and climate resilient development. As identified in Yokohama Declaration 2013, responding to climate change is ‘one of the core development challenges’ for African countries. The aim of the project is to create awareness and demonstrate the opportunities and benefits of low carbon and climate resilient development in the manufacturing and related productive sectors in a cross section of African countries through the application of Green Industry (GI) policy instrument and Resource Efficient Cleaner Production (RECP) practices and techniques.

1.2 The project consists of three components as outlined below.

- **Government action:** Vulnerability of the industry to climate change is assessed and relevant national policies and strategies will be reviewed to propose an action plan/ agenda that would assist the implementation and operationalization of the existing policies;

- **GI Policy Pilots:** Technical assessments are conducted at selected enterprises to explore the needs and opportunities for low carbon and climate resilient industrial development in selected industries in each country; and

- **Partnership:** Demonstration projects are prepared and information dissemination event will be held to promote application of GI to achieve low carbon and climate resilient industrial development. Such projects and events are also intended to foster partnership at government and business levels by raising awareness and exchanging information.

1.3 The project is being implemented in three phases as defined below:

- **Phase I - Policy and sector review:** this phase focused on mapping out current status and on-going efforts of industries in four countries in response to climate change, assessing its vulnerability to the impacts of climate change. In addition, mitigation and adaptation potentials and opportunities were assessed for selected sectors in each country. This phase laid the groundwork for Phase II and was considered preparatory to the technical assessments planned for Phase II. **(Completed)**

- **Phase II - Technical Assessment:** this phase worked with the findings of Phase I to assess technology needs and opportunities for climate change mitigation and adaptation actions at production facilities of selected enterprises. In parallel, findings from the vulnerability assessment were shared with key

stakeholders in a consultative manner. The outcome of the stakeholder consultation was considered in preparing the GI action plan in Phase III. (**Completed**)

Table 1 shows the selected subsectors in each country as outcome of the implementation of Phase I, and technical assessments at selected enterprises in each sector were conducted in Phase II to explore the needs and opportunities for low carbon and climate resilient industrial development. About nine to twelve companies in each country were assessed by National Cleaner Production Centres (NCPCs).

Table 1. Selected subsectors for value chain based assessment and technology transfer

Country	Sub-sector 1	Sub-sector 2
Egypt	Fruit/ Vegetable	Meat/ poultry
Kenya	Tea	Sugar (and dairy)
Senegal	Fruit/ Vegetable/ cereal	Fish processing
South Africa	Fruit/ Vegetable	Meat

• **Phase III – (for the present contract)** Technology transfer and partnerships: In this phase, selected technologies need to be further assessed for specific applications in the selected companies in the sectors in each country. Outcome of the project will be disseminated and new partnership will be sought at both business and policy level among the neighbouring countries, and with Japan. In parallel, based on the outcome of the vulnerability assessment in Phase I and the stakeholder consultation in Phase II, Green Industry. The anticipated completion date for all activities is 31 December 2018.

1.4 The project is seeking a Japanese technology supplier that can deliver the following requirement in order to support a Beneficiary(ies) of the project to achieve the objective of the project - to demonstrate the opportunities and benefits of strengthening climate resilience in the industry:

2. Aim and Scope of Supply (See Annex 1 – 2 for more details)

2.1 Aim of the Contract

Demonstrate benefits of adopting low carbon and climate resilient technology by providing energy efficient technology solution.

2.2 Errors and inconsistencies

Supplier's general responsibility includes all items required for the supply of equipment, spare parts etc and for the functional output of the equipment as detailed in Annex 1 of the the Technical Specifications to meet the Aim of the Contract and the Scope of Supply specified here and in the Technical Specifications. The supplier shall carefully study the Technical Specifications as well as the risks, contingencies and other circumstances, which may influence or affect the execution of the services. Where the supplier observes errors, inconsistencies, omissions or ambiguities, he shall immediately in writing refer same to ENCPC for ENCPC's written interpretation or correction, during the bidding process. If the supplier fails to so notify ENCPC, the supplier shall be deemed to have waived any claim relating to said error, discrepancy, omission or ambiguity, shall be deemed to have estimated the most expensive material or method of execution of the services, and shall bear an appropriate amount attributable to the costs of correction.

2.3 Scope of Supply

- a. Equipment: Efficient Cooling system as detailed in Annex 1 and 2 of the Technical Specifications
- b. Technical documentation and operational manuals (in English language) for installation and maintenance. Detailed drawings and complete parts list with labeling (dimensions) for all parts including bearings, screws, nuts, etc.
- c. Spare parts for the Equipment installation, commissioning, operation, special maintenance tools, and consumable materials including:
 - i) Normal Wear and Maintenance Spare Parts for the 1st year of operation (a complete list of items shall be provided with prices). Bidders should state whether they can maintain prices of spare parts and Wear and tear parts for the useful life of the equipment; or what percentage of increase will be applied, if any.
 - iii) Consumables. The bidder must provide consumables and a complete list of consumables, parts, hydraulic or other fluids, oil, chemicals, lubricants required to keep the machine functioning smoothly. The list shall include equivalent brand names, of all consumables, which, are required by the Beneficiary for 1st year of operation.
- d. Packing, Shipping and Insurance of the Equipment and Technical Documentation
All boxes for shipment must be clearly labelled. All shipping documents should be submitted at least 2 months prior to shipment. Any damage during shipment due to poor packing will be charged to the Supplier. There are two quotes required for delivery (ExW and DAT), bidders should quote for both options.
- e. Guarantee and warranty
 - i) At least one year guarantee is required from the date of completed commissioning by the Beneficiary with written confirmation. Optional guarantee + 1 year.
 - ii) Repair and maintenance during the guarantee period: supplier could provide remote guidance and if necessary ship at his own expense any parts that need replacement. If such repair is not possible on-site repair may be required.
 - iii) Performance Warranty, the supplier warrants that, after completion of the installation of the equipment by the Beneficiary, the Equipment shall meet the Aim of the Contract, specifications and requirements set forth in the Technical Specifications, in the supplier's Proposal and in the Technical Documentation
- f. Installation and commissioning.

While the Beneficiary will be responsible for installation, the supplier will be required to provide any telephone support during installation. For commissioning the supplier will be required to send their representative to the Beneficiary site in Cairo, Egypt for a minimum number of 3 days for commissioning.

2.4 Site Visit

a) During bidding

There is supplementary information in ANNEX 1 to these Technical Specifications (TSs). However, Bidders may make a request for a site visit, if they find it necessary to complete their proposal. All site visits will be organized through Egypt NCPC. Questions and Answers will be made available to all bidders that registered as a bidder for this requirement with ENCPC.

By submitting a proposal the supplier represents that he has examined

- i) the information and all conditions including
- ii) its climatic conditions,
- iii) available labour and equipment supply

- iv) all pertinent national laws, rules, ordinances, and regulations; and
- v) all the risks, contingencies and other circumstances, which may influence or affect the execution of these services.

No claim on the part of the supplier arising from the non-fulfilment of the above shall be entertained provided in the bidding documents and/or site visit.

b) After supply

Please see paragraph on Guarantee and Installation and commissioning

2.5 Commencement and Completion of the Work

Contract issued	Beginning of May 2018
Equipment Delivery	End of August 2018 OR earliest possible dates. Desired schedule is not later than December 2018
Commissioning	Within two weeks or latest one month after completion of installation

Bidder should state whether the proposed time schedule can be adhered to, if not, bidder should state earliest possible dates.

2.6 Patent Rights

The supplier declares that he does not know of any protective rights of third parties which might be infringed by the supply, installation and commission of the equipment. If claim(s) is raised against UNIDO, ENCPC, or the Beneficiary charging them with infringement of patents, the supplier shall hold harmless UNIDO, ENCPC and the Beneficiary and shall indemnify them to the full extent of any damages or awards arising from such claims. This obligation of the supplier shall continue to be in full force and effect up to the expiration of such patents.

3. **Personnel in the Field for commissioning**

The supplier must appoint/nominate a project manager. This project manager will be the primary contact point for the Beneficiary, UNIDO and ENCPC; and will be responsible for all technical enquiries during installation and commissioning. The supplier is responsible for all expenses related to its personnel in the field at the time of commissioning. ENCPC will monitor the progress on site. The supplier needs to coordinate and cooperate with UNIDO, the ENCPC, and the Beneficiary.

4. **Reporting (in English)**

4.1 Shipping documents shall be submitted at least 2 months prior to delivery.

4.2 Delivery report (in case of DAT) should be submitted no later than 1 week after the delivery.

4.3 Final report should be submitted to ENCPC and the Beneficiary no later than 2 weeks after commissioning. The report shall include a certificate of inspection signed by the supplier's project manager, a representative of the NCPC and the Beneficiary.

5 **Language**

The language for all communication shall be English. All drawings, catalogues, illustrations, printed specifications and other related documentation to the present project shall be in English.

ANNEX 1 to TOR

SCOPE OF SUPPLY		TO BE COMPLETED BY THE BIDDER				
	Name and required parameters	Quantity	Unit price	Total item price	Compliance *	Remarks
	ALL ELECTRICAL EQUIPMENT, PLUGS AND CABLES MUST BE COMPLIANT WITH EGYPT'S ELECTRICAL NETWORK STANDARDS 380V/3P/50Hz		US\$ ¹	US\$	Yes/no	
I. Equipment, parts, supplies						
1.	Efficient Cooling system with natural refrigerant					
	- Purpose of the efficient cooling system : Refrigeration compressor package for IQF Freezer (-40 / +40 degrees Celsius) - Cooling capacity : not less than 450kW - Refrigerant : Ammonia	1 unit				
2.	Technical Documentation					
3.	Cost of spare parts and consumables for 1 st year (under guarantee) Please include separate list of spare parts and consumables with costs in Appendix 5. - Installation and commissioning spare parts - Operational spare parts - Special maintenance tools (if applicable) - Consumables (during 1st year)					
4.	Installation (telephone support)					
5.	On site commissioning					
6.	Guarantee: Manufacturer guarantee to replace for free any defective parts (see also paragraph 2.3 f)					
7.	Warranty: 12 months from date of commissioning					
Quote A: Total Price (ExW incoterms 2010)		USD				
8.	Shipping cost: DAT Alexandria, Egypt					
Quote B: Total Price (DAT Alexandria, Egypt, incoterms 2010)		USD				
II. OPTIONS						
1	Guarantee 2 nd year (i.e. 12 months after the initial 1 st year)					

Life Cycle Costs		TO BE COMPLETED BY THE BIDDER		
		Summary of cost for maintenance for 10 years (details of costs to be provided on separate sheet.)	Compliance*	Remarks
		US\$	Yes/no	
1	Maintenance tools, if not supplied with the equipment			
2	Spare parts (detailed list with quantity and unit prices provided in Appendix 5)			
3	Wear and tear part (list separately with unit prices)			
4	Consumables: hydraulic oil, lubricants etc. (Full list to be provided by the equipment supplier: local prices will be provided by the Beneficiary for evaluation purposes)			
5	Labour costs			
General Information				
1	Useful life and price of the maintenance of equipment (in years)	10 years		
2	Maintenance required per year in hours or days			
3	Operator/Labour costs (in addition to the maintenance) required per day/month			

APPENDIX 3 – QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

QUALIFICATION REQUIREMENTS

1.0 OPERATIONAL

Please note that in accordance with the requirements of the donor, this Invitation to Bid is only open to Japanese companies.

All information and requirements listed in this document shall be supplied by the bidder and the bidder's subcontractor(s).

Certificate of Incorporation

The supplier should provide a certified copy of their Certificate of Incorporation or other documents setting forth the legal basis of the company.

Capacity of Operations

The supplier should provide the information of the company management structure and staff available for this project as evidence of its ability to provide the required equipment and services.

The supplier should provide information demonstrating at least 10 years of experience supplying the required technology. Business experience with developing countries is a plus.

International scope of operations

The supplier should indicate offices or manufacturing facilities globally, and their capabilities.

Export Capability

The supplier or their agent should have some experience exporting to developing countries.

2.0 PRODUCTS/SERVICES

Product requirement

All electrical equipment, plugs, and cables compliant with Egypt's electrical network standards.

Offer includes all spare parts, Wear and tear parts, maintenance tool etc., corresponding to the required technology during commissioning, and warranty periods.

3.0 EXPERIENCE

Years in Business

The supplier should have been in business at least 10 years for the required equipment.

Experience Fulfilling Contracts with Similar Requirement

Supplier should provide a list of at least three (3) customers that they have successfully supplied equipment to fulfill requirement of a similar nature. Information on energy efficiency should be included.

4.0 FINANCIAL

The following basic commercial qualification requirements shall be met by the supplier(s):

Profitability: Profit Margin Ratio or Return on Assets Ratio should be in excess of 1%.

Solvency Ratio: A minimum solvency ratio (ratio of current assets to current liabilities) of more than 1 is required.

Turnover: The average annual turnover for the past 3 years should normally be at least four times more than the anticipated value of the contract.

EVALUATION CRITEREA

COMMERCIAL

1. Acquisition Cost

Total price of equipment as stated in the Technical Specifications.

2. Life Cycle Cost

Maintenance costs through useful life of the equipment, as provided by the bidder (Annex 2 of the Technical Specifications)

TECHNICAL

1. Equipment is fully compliant with the technical specifications and guarantees to meet the required parameters with energy efficient manner.
2. Supporting documentation to prove the efficiency of the equipment, i.e. COP (coefficient of performance), power factor, etc.
3. Guarantee and warranty as stated in the Specifications/TOR
4. Experience on similar projects – 10 years
5. Bidder's organization, structure and overall facilities
6. Adequacy of management organization and plan to satisfy the specified requirements
7. Delivery schedule in line with the requirement

APPENDIX 4 – TECHNICAL BID FORMS

a) Cover Letter

Date [XXXX 2018]

ITB Ref No. 130028EGY – LCCR1

Ladies/Gentlemen:

1. We, the undersigned, offer to provide the goods for an *Efficient Cooling system* in accordance with your Invitation to Bid [130028EGY1] dated [XXX 2018] and our Offer. We are hereby submitting our Bid, which includes this Technical Offer, and a Commercial Offer sealed under a separate envelope.
2. We hereby confirm that we possess the legal status and capacity to enter into legally binding contracts with Beneficiary for the supply of equipment, supplies, services or work.
3. We confirm that we are not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or judicial order, and that we are not subject to the suspension of our business or legal proceedings for any of the foregoing reasons.
4. We confirm that we have fulfilled all obligations to pay taxes and social security contributions.
5. We confirm that we have not, and our directors, managers and officers have not, within the last five years been convicted of any criminal offence related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
6. We confirm that we pursue zero tolerance policy to all forms of corruption, including extortion and bribery.
7. We confirm that ENCP, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify our company/institution from any further participation in this procurement proceeding.
8. We confirm and acknowledge that ENCP shall have the right to disqualify our company/institution from participation in any further procurement proceedings, if we offer, give or agree to give, directly or indirectly, to any current or former staff member of ENCP a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by ENCP in connection with a procurement proceeding.
9. We represent and warrant that we are not participating, as bidders, in more than one Offer (other than as a sub-contractor, individual experts or in case of alternatives that have been permitted or requested) in this Invitation to Bid.
10. We, including any sub-contractors proposed as part of our Offer, confirm we comply with any and all eligibility requirements specified in Article 3, Appendix 1 of your ITB. We also confirm that any and all information provided on the certified copy of the Financial Statements attached hereto and being an integral part of this Technical Bid is correct and truly reflects our experience, qualifications and capacities.
11. If negotiations are held during the period of validity of the Offer, i.e., before [XXX 2018] we agree to negotiate on the basis of the proposed key technical personnel. Our Offer is binding upon us and subject to the modifications resulting from contract negotiations.
12. We understand you are not bound to accept any Offer that you receive, and that you reserve the right to accept or reject any Bid and to cancel the bidding process and reject all Bids at any time prior to the award of contract, without thereby incurring any liability whatsoever.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Appendix 4 – TECHNICAL BID FORMS

b) Qualification Form

General Information

1. Name of Bidder:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. WWW Address:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Country of Establishment of the Bidder:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			
15. Paid Up Capital			
16. Date of Latest Balance Sheet			

Balance Sheet

17. For the last three financial years of the Bidder:					
Year	Fixed Assets (EUR; end of period)	Current Assets (EUR)	Current Liabilities (EUR)	Long-Term Liabilities (EUR)	Net Worth (EUR)

Profit and Loss Statements

18. For the last three financial years of the Bidder:			
Year	Balance (EUR; end of period)	Revenues (EUR)	Operating Profit (EUR)

Experience

19. Contracts of similar scale/volume during the last three years:				
Customer	Value (EUR)	Year	Services Provided	Country

2. Please provide the name and address of the bidder's bank:

3. Litigation in progress

Please provide brief information regarding on-going arbitration(s) and other pending legal action(s), if any

4. Please provide details of any consortium or group of which the bidder is a part of, if any:

5. Please provide any other information (chronology and business line, organization structure, etc.):

We, stated below, hereby certify to the best of our knowledge that the foregoing statements are true and correct and all available information and data have been provided herein, and that we agree to show you documentary proof thereof upon your request.

(Date)

(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

(Position of Authorized Representative)

Appendix 4– Technical Bid Form

c) Reference Projects

Relevant Services Carried Out in the Last Ten (10) Years That Best Illustrate Qualifications

Name of Client:		Country/Location:
Assignment Name:		
Narrative Description of Project:		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Assignment (EUR):
Name(s) of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Profile(s) of Professional Staff Provided by Your Firm:		
Description of Actual Services Provided by Your Staff:		
Name of Associated Firms, if any:		Nº of Months of Professional Staff Provided by Associated Firms:

Appendix 4 – Technical Bid Form

d) Comments and Suggestions on the Technical Specifications

Note to Bidders: The bidder is kindly requested to present and justify on this form any modifications or improvements to the Technical Specifications that are proposed to improve the performance in carrying out the work (such as deleting some activity considered unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated into the bidder's Technical Offer. Please note that any comments and suggestions made by the bidder may form an important part of the evaluation of Offers, in accordance with Appendix 3.

DEVIATION FORM FOR TECHNICAL SPECIFICATIONS

Item No.	Name of Goods	Specifications Required	Specifications Provided	Full compliance Yes/No	Remarks

SIGNATURE OF BIDDER: _____

Name of the Bidders representative:

Name of the Bidder:

Official Seal:

APPENDIX 5 – COMMERCIAL BID FORMS

Appendix 5 – A Commercial Offer Submission Form

Note to Bidders: The bidder shall fill in and submit this Commercial Bid Submission Form together with all other Forms and/or information specified in Article 10 of Appendix 1 of the ITB documents, forming the bidder's Commercial Offer. Bidders are advised to check with the above mentioned article for all documents that are required to be submitted as part of the Commercial Offer.

Date: *[Bidder to insert location and date]*

ITB Reference No: *insert ITB Ref. No*

To: *insert name and address of ENCPC*

Ladies/Gentlemen:

1. We, the undersigned, offer to provide the services for *insert title of Project* in accordance with your Invitation to Bid *insert ITB Ref No.* dated *insert date* and our Bid (Technical and Commercial Offers). Our attached Commercial Offer is for the sum of *[Bidder to insert amount in words and figures]*. We acknowledge and agree to hold *the Beneficiary* exempt from any responsibility and liability for any damages or claims on any taxes, duties, levies, VAT, etc that may be applied or imposed by any public authority or authoritative institution and pertaining to this assignment.

2. Our Commercial Offer shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Offer, i.e. *insert date*.

3. We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Appendix 5 – B/C Commercial Offer– Detailed Cost Breakdown Form

Note to Bidders:

1. This form is a standardized document, which bidders must complete and submit to the ENCPC as part of his Commercial Offer.
2. Where a particular cost element is not appropriate for the proposed contract, please indicate “NA” on the form.
3. In addition to the cost breakdown on this form, the bidder should submit in good faith with this form any additional data, supporting schedules and substantiation, which are reasonably necessary for the commercial evaluation. Failure to furnish the information requested on this form may render a Commercial Offer non-responsive.

B: Detailed Cost Breakdown Form - Please use form annexed to Technical Specifications (Annex 1, Tables 1-3)

C: SPARE PARTS LIST

Item No.	Description	Quantity	Unit Price	Sub-Total
		Time of Delivery	Place of Destination	Place of Shipment

SIGNATURE OF BIDDER _____

Name of the Bidders representative:

Name of the Bidder:

Official Seal:

consented on the same. The unconditional acceptance of delivered goods or services or payment from The Beneficiary shall under no circumstances be construed as an acceptance of conflicting terms and conditions.

SPECIFIC INSTRUCTIONS

The specific instructions herein below are specific conditions of the contract and shall be binding on the parties: -

1.0 SPECIFICATIONS

You are to supply, EX-W factory (or DAT), Egypt suggest Project Site, the < name of equipment as per attached list that shall be fabricated as per technical specifications described in this Invitation to Tender as attached.

The listed spare parts as per attached specifications must be supplied <with the equipment < during the warranty period .

2.0 PRICE

The unit price for < name of equipment, as per attached list is USD < price , the total price is < price EX-W factory (or DAT). Please note this price includes <equipment, transportation and insurance. The customs clearance and transportation, and insurance (?) from Mombasa to site will be done by the Beneficiaries.

3.0 DELIVERY

You shall undertake to deliver < name of equipment as per attached list not later than agreed delivery date as per the supplier's proposal

Upon acceptance of this offer, you shall be required to: <submit reports as per the Technical Specifications

4.0 WARRANTY

You shall provide documentary evidence of warranty for all motors and electrical components supplied with the machine. They shall bear warranty of satisfactory and continuous performance during and after trial runs, commissioning and the entire maintenance period, which is one year from the date of commissioning.

The Beneficiary reserves the right to cancel any contract in the event of any doubt or dissatisfaction about the standard of manufacture of items supplied by you to Beneficiary. and / or her affiliated Factories or the trade in general, or where you fail to meet your contractual obligations in full. In the circumstances, the expenses resulting from any such cancellation shall be borne entirely by you.

5.0 PAYMENT TERMS <note to ENCPC AND BENEFICIARY to be considered after the bidding process, depending on the solution being offered.

- (i) --% upon countersignature of the purchase order/contract
- (ii) --% upon receipt of full set of original shipping documents
- (iii) --% upon delivery of equipment to Project Site after acceptance by Beneficiary

Full shipment documents include

- Commercial invoice - 2 originals and 2 copies
- Bill of Lading/Way Bill - 2 negotiable originals and 2 copies
- Packing list - 2 originals and 2 copies
- Certificate of Origin - 1 original and one copy
- <Insurance Policy - 1 original and one copy, *in case the goods are insured by the Seller*

6.0 ACCEPTANCE

A Declaration Form and this letter are sent to you in duplicate. Should you accept this offer, please sign both copies and return the original duly signed and witnessed where indicated within (14) days and retain the duplicate for your records.

Annex to the Contract: Commercial offer submitted by the bidder

To be signed by both parties

IOC