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Selection of Consultants - Request for Expressions of Interest

9/12/2024

The Arab Republic of Egypt
The Egyptian Holding Company for Silos & Storage

Project: EU صوامع (SAWAME3)
“EU Support to improve grain storage in Egypt”

CONSULTING SERVICES
Expressions of Interest (Eoi)

The **Egyptian Holding Company for Silos & Storage** has received a financing from the EU managed by *Agence Française de Développement* ("AFD"), and intends to use part of the funds thereof for payments under the following **Project: EU صوامع (SAWAME3) “EU Support to improve grain storage in Egypt”**

The EU delegated 60 M EUR to AFD for the implementation of the project related to the **grain silos** which is related to this assignment.

Based on the pre-feasibility study in May 2023 & Environmental and Social Management Framework in March 2023, the Government of Egypt has identified **5 silos complexes**: Kafr El-Shiekh – Beni Sweif – Al-Dakahlia – Al-Minya – Assiut with capacities of 30,000 metric tons to 105,000 metric tons at each location. The selection and capacities have been determined in consistence with relevant multi-criteria including but not limited to the quantity and sustainability of the local production, distribution and population served, land availability and accessibility to the transportation network (roads and railways) and environmental and social risks.

The Services of the consultant shall consist of:

1-Prepare the Environmental Impact Assessment (EIA)

- Prepare the EIA based on the Environmental and Social Management Framework prepared in March 2023.
- Get the approval of Egyptian Environmental Affairs Authority (EEAA) on the EIA on behalf of EHCSS.

2-Monitoring and Reporting

- Review the tender documents which is prepared by EHCSS before sending to AFD,
- Review the design and specs submitted by the contractors including the E&S standards,
- To visit the sites every 3 months to monitor the E&S consideration during the construction, equipment installation and testing,
- Submit a report every 3 month to AFD

The **Egyptian Holding Company for Silos & Storage** hereby invites the **Consulting firms** to show their interest in delivering the Services described above.

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members,

or

- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:

- The signed contracts size; (min. 3 contracts within the last 5 years ,not less than 1M € each)
- The nature of the Services (preparing and following the implementation of ESIA – supervision of works– preparing/reviewing of tender documents) for both Mega projects and similar projects.
- The technical area and expertise
 - Environmental and Social frame work
 - Preparing tender documents (Turnkey contracts – FIDIC Silver Book)
 - Preparing tender documents according to the EU or AFD guidelines
 - Monitoring, assessment & reporting on mega projects (Civil – Electro-Mechanic – Architect)
 - The team of the consultant should include a **Procurement Specialist** (experienced in preparing and evaluating tender documents on a turnkey basis – FIDIC Silver Book).
 - The technical proposal of the consulting firm should address the approach to procurement and contracting tasks.
- The location in: Middle East, North Africa, Arab countries and preferable in Egypt

The Client will also take into account for the evaluation of the applications the following items:

- *Exisiting of Local representatives /partners in Egypt,*
- *Quality assurance procedures and certifications such as ISO 9001 or environmental and social certification.*
- *Previous Experience with European Union, AFD or World Bank projects.*
- *Knowledge of the international or Egyptian standards & regulations regarding Environment.*
- *No restrictions to work in Egypt.*

Among the submitted applications, **The Egyptian holding Company for Silos & Storage** will shortlist a maximum of six (6) Applicants, whom will receive the Request for Proposal (RFP)

The Expressions of Interest must be submitted to the address below no later than *December 31st 2024*

The Egyptian Holding Company for Silos and Storage

Dr. Engineer / Ashraf Sadek Ghazy – EHCSS Managing Director Chief Executive Officer.

1, El Sawah Square, Saray El Kobba, Caio, Egypt, Postal Code : 11813

Telephone: (+20) 22850914 / Fax : (+20) 22850913

Email: info@ehcss.com

Interested Applicants may obtain further information at the address above during office hours: *Sunday to Thursday from 8:30 a.m to 3:30 p.m (Cairo Local Time)*

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the Bid/Proposal/Contract signed¹ _____ (the “Contract”)

To: _____ (the “Contracting Authority”)

1. We recognize and accept that Agence Française de Développement (“AFD”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution³ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
 - b) Participation in a criminal organization, terroristoffences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
 - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding taxor social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
 - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

¹ In the case of a Contract already signed to be refinanced.
² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).
³ Including theJudicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

- 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010⁴(in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
 - 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
 - 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
3. We hereby certify that neither we, nor any party acting on our behalf⁵, nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
 - a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
 - b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
 - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
 4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
 - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
 - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
 - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the

⁴ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

⁵ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
- 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.⁶
- 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
- 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
- 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
- 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
- 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
- 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.

⁶ For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent) (*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____NONE_____			

(*): If no amount has been paid or is to be paid, indicate “None”.

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____
 Duly empowered to sign in the name and on behalf of:⁷ _____
 Signature: _____
 Dated: _____

⁷ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.