

# INVITATION FOR INTERNATIONAL BID

## TENDOR NO.NCSC-00002/21

1. National Cement Share Company (NCSC) invites manufacturers or suppliers (Bidder) under open Bid for the supply of:

AD star WPP Laminated Cement Bags ..... 12,000,000 pcs

### PART ONE INSTRUCTION TO BIDDERS

1. Bid offer must be sent to our email address: [bid@nationalcementsc.com](mailto:bid@nationalcementsc.com)

The email protected by multiple passwords of management members or through the address provided here below before the closing date i.e. November 16, 2021.

National Cement Share Company  
P.O.Box 94  
Tel: + 251-251 11 00 70  
Fax: +251-251 12 37 96  
Dire Dawa

Bidders may contact us directly through the above email and telephone for further information if any.

Cell Phone No: +251 930 28 34 90/+251 946 43 93 94  
E-mail: [yonas.haile@nationalcementsc.com](mailto:yonas.haile@nationalcementsc.com) or  
[beyan.mustefa@nationalcementsc.com](mailto:beyan.mustefa@nationalcementsc.com)  
Web: [www.nationalcementsc.com](http://www.nationalcementsc.com)

2. The bid document is comprised of :-
  - Invitation
  - Instruction to bidders
  - General condition
  - Bid Schedule
  - Technical specification and bill of quantities
  - Contract of sale
3. Bidders shall examine the invitation to bid as well as all the attached specifications, instructions and bid schedules.
4. Each bidder shall furnish the information required by the bid document. The bidder shall print or type his name on the bid schedule and each continuation sheet thereof on which he makes an entry.
5. The following documents shall be completed and included with each bid:
  - Warranty (\_\_\_\_\_)
  - Delivery time (\_\_\_\_\_)
  - Origin (\_\_\_\_\_)
  - Port of Loading (\_\_\_\_\_) or any other information.

In addition, the bidder shall furnish illustrated literature, complete specification of the item with and facts to substantiate that the type of the items offered has been regularly sold for such use. The literatures, specifications and illustration shall be sufficient enough to permit complete technical analysis of the items bid up on and to check them against the technical specifications of this invitation to bid. The statement "COMPLY WITH YOUR SPECIFICATION IN FULL" Will not meet the requirements of this invitation to bid.

6. Bids shall be submitted by the manufacturer or Supplier (Bidder) within 25 calendar days after the first announcement of the tender. Opening of the bids shall be on the November 16, 2021 at 9:00 a.m. at NCSC's Dire Dawa office of the supply chain Department. Bids will be opened in the presence of the bidders' representatives who choose to attend the opening.
7. Late bids shall not be accepted.

## **PART TWO** **GENERAL CONDITIONS**

### **1. APPOINTMENT OF AGENT**

- 1.1. Bids submitted by persons other than the manufacturer shall be accompanied by a certified letter from the manufacturer stating that the bidder is authorized agent of the said manufacturer.

### **2. SUPPLIER'S NAME AND SIGNING OF DOCUMENTS**

- 2.1. Each bid shall bear the legal name of the supplier and shall be signed by an officer of the supplier.
- 2.2. Each bid shall have the bidders name and signature shall be shown on each sheet on which he makes on entry. Any changes shall be initialed by the person signing the bid.

### **3. PRICE AND TERMS OF PAYMENT**

- 3.1. The bidder shall indicate the unit price of each item in his pro-forma invoice. All price shall be inclusive of all cost, taxes etc. up to delivery place, i.e, FOB port of loading,
- 3.2. The bidder must give price for FOB at port of loading.
- 3.3. The bidder shall quote firm prices. Bids with estimated quotation shall be rejected. National Cement Share Company shall pay the actual cost up to the amount quoted. No amount in excess of the quoted price shall be paid by NCSC.
- 3.4. The price quoted shall be firm for at least 60 days from the date of the bid opening.

- 3.5. The unit prices shall be shown for each item. In case of error in the extension of price, the unit price shall govern.
- 3.6. The bidder shall submit the quotation in US Dollar/Ethiopian Birr for Local Bidders.
- 3.7. For conversion from foreign currency to Ethiopia Birr, for the purpose of price comparison, selling rate established by the National Bank of Ethiopia on the date of bid opening shall be used.

#### **4. DOCUMENTATION**

- 4.1. The supplier shall prepare and submit, by registered airmail, the documents stated herein under within 15 days of the loading of the items on the ship to the buyer's bank through the supplier's bank.
  - 3 (Three) original and 4 (Four) copies of clean on board bill of lading issued in the name of the buyer and stating the port of embarkation and destination.
  - 4 (Four) original and 4 (Four) copies of suppliers invoice chamberized by the chamber of commerce of the country of origin.
  - 1 (One) original and 3 (three) copies of factory inspection certificate.
  - 1 (One) original and 1 (One) copy of chamber-zed certificate of origin.
  - 3 (Three) copies of original packing list.

#### **5. AWARD OF CONTRACT**

- 5.1. The bid award shall be made to the responsible bidder who complies with requirements in the bid documents and technical specifications and whose bid is most advantageous to the NCSC, price and other factors including the following points will be considered for evaluation.
  - a) Technical Evaluation
  - b) Non-Technical Evaluation
    - Warranty
    - Delivery
    - Port of Loading
    - Efficiency and Reliability
  - c) Price Evaluation
  - d) Sample for performance test
- 5.2. The notification of award will constitute the formation of the contract.
- 5.3. Conditions which were no stipulated in the offer shall not be accepted by NCSC.

#### **6. PACKING, BOXING AND SHIPPING OF CONSIGNMENTS**

- 6.1. Processing, crating, packing and/or boxing of **AD star WPP Laminated Cement Bags** and/or supplier/s shall be in conformity with the standard commercial practice for export shipping unless otherwise specified. The unit price of each

pieces of equipment shall include these costs unless otherwise specified. Gross shipping weight, length, width and height shall be indicated for each unit.

- 6.2. Each unit of package for **AD star WPP Laminated Cement Bags** and each shipping documents shall plainly marked as follows:

**National Cement Share Company**  
**P.O.Box 94**  
**Tele: +251251110070/+251251123792**  
**Fax: +251251123796**  
**Dire Dawa, Ethiopia**  
**From: Supplier Name and Address**

- 6.3. Shipments of all items shall be by Ethiopian Shipping Lines only. If Ethiopian Shipping Lines do not call at port of embarkation or are not available to transport the goods within the delivery time required under the contract, shipment could be made by other international flag carriers exception to this may be only made upon presentation of letter of exemption from Ethiopian shipping lines.

## **7. VARIATION OF ORDERS**

The NCSC reserves the right to increase or decrease **AD stars WPP Laminated Cement Bags** by 25% of the total quantity within the price validity period without change in the unit price.

## **8. INSPECTION**

- 8.1. The supplier shall furnish for each item of equipment and items, a manufacturer inspection certificate, certifying that the item supplied complies with the specification set out in the technical specification of the bid documents and that the items are for the corresponding item supplied.
- 8.2. The supplier shall give notice to NCSC by fax that items are ready for shipment at least 10 days prior to the date of shipment.
- 8.3. Final inspection of the items included in the contract shall be made by the NCSC and the supplier or his representative at the delivery place. The delivery place is NCSC, Dire Dawa.

## **9. WARRANTY**

- 9.1. The supplier warrants all items furnished against defective materials and workmanship in accordance with requirements set in the technical specifications.
- 9.2. The supplier shall at his own expense (including all costs) and within 10 days after receipt of notification from NCSC provides replacement or replacement of **AD star WPP Laminated Cement Bags** which prove defective

from negligent workmanship or faulty material during the warranty period, delivered to the final destination, i.e., NCSC.

9.3. The bidder is expected to state the minimum warranty period.

## **10. FINAL ACCEPTANCE**

10.1. Final acceptance of all items shall be subject to final inspection by the NCSC and the supplier or his representative at NCSC. If any, item delivered but not meeting the specifications, shall not be accepted. Any cost incurred by the NCSC for subsequent inspection, storage or assistance to the supplier shall be billed to the supplier for settlement.

## **11. DELIVERY TIME**

11.1. Delivery time shall be considered to have been complied with the following stage is met by the supplier or his agent.

11.2. This stage of delivery shall be counted from the day when the confirmed letter of credit reaches the supplier bank in his country.

11.3. Delivery time, if stated in number of days, shall include Sundays and holidays.

## **12. TERMINATION OF CONTRACT**

12.1. The NCSC may write notice of default to the supplier to terminate the whole or any part of this contract in any one of the following circumstances:

- If the supplier fails to make delivery of the items within the time specified in the offer or any extension thereof allowed by the NCSC in writing and/or:
- If the Supplier fails any of the other provisions of this contract or so fails, in the opinion of the NCSC, to make progress as to endanger performance of this contract in accordance with its terms and, in either of these two circumstances, doesn't rectify such failure within 10 days after receipt of notice from the NCSC specifying such failure.

## **13. RIGHTS AND REMEDIES OF NCSC**

The right and remedies of the NCSC provided to this invitation to bid shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **14. LAW OF CONTRACT**

The content of this bid document shall constitute the terms, conditions and specification for the sale and purchase contract between the NCSC and the supplier and shall be deemed for all purposes to have been executed in Ethiopia and in all respects shall be subject to and constructed in accordance with the laws of Ethiopia.

**PART THREE**  
**BID SCHEDULE**

To: National Cement Share Company (NCSC)

**Dire Dawa**

Dear Sirs,

Having examined the Bid documents for the Supply of the items stated under your invitation to bid No.NCSC-00002/21, we, the undersigned hereby submit the following offer for the items listed below in accordance with the terms of the bid document issued by NCSC.

Sr. No.	Description of items to be supplied	Unit of Measure	Qty	FOB Basis		Origin	Port of Loading
				U/P	T/P		

NB: The bidder must give price for FOB at port of loading.

1. The above prices must be firm for 60 day from date of bid opening
2. State clearly delivery date: \_\_\_\_\_Calendar days after the date of contract signing.

If our bid is accepted, we shall furnish the performance guarantee specified in the general conditions, within five days of receipt of notification of acceptance. In the event of litigation between us and the NCSC, We agree that Ethiopian courts shall have exclusive jurisdiction. We further agree to abide by this bid for a period of 60 days from the date of bid opening.

We understand that you are not bound to accept this for any other bid you may receive.

Signature of the bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**PART FOUR**  
**TECHNICAL SPECIFICATION**

AD star PPW laminated cement bags ..... 12,000,000 pcs

Specification of Element type OPC and PPC						
Sr. No.	Bag specification	UOM	OPC Bag/42.5R/42.5N specification	PPC bag/32.5N/32.5R specification	Quantity of bags/month	Quantity /year
1	Bag length	Cm	62 cm	66 cm		
2	Bag width	Cm	50cm	50 cm		
3	Bag top/bottom patch height	Cm	10 cm	10cm		
4	Valve length	Cm	15 cm	15 cm		
5	valve opening	Cm	10 cm	10 cm		
6	Sample drop test	M	Bag drop age from 3 m height with weight not bursted	Bag drop age from 3 m height with weight not bursted		
7	Breakage/burst age	%	0.2 % maximum	0.2 % maximum		
8	Bag weight	Kg	80 gms ± 0.02	80 gms± 0.02		
9	Bag contained weight	Kg	≥ 50 kg of cement	≥50 kg of cement		
10	Lamination	g/sq m	25	25		
11	Perforation		15 mbr at 25 bar	15 mbr at 25 bar		
12	Bag color		white	white		
13	Coating Weight		25 gsm ± 3gsm	25 gsm ± 3gsm		
14	Micro fine perforation		yes	yes		
15	Bag strength		Greater than 68 kgf in wrap direction	Greater than 68 kgf in wrap direction		

**Note:**

**\*Bag burstage rate shouldn't exceed more than 0. 2%.**

**\*20 pieces of OPC and 20 pieces of PPC sample should be sent ahead of bid opening via DHL or any carrier or in person to mentioned address in the bid document.**

**\*Types of bags (OPC and PPC) ratio will be provided upon order**

**PART FIVE**

**BAG ART WORK**





**NATIONAL CEMENT**  
DIRE DAWA, ETHIOPIA

**NATIONAL CEMENT**



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**PPC**

PORTLAND POZZOLANA CEMENT  
✓ An ISO9001:2015 Certified Company  
( NET WT. 50 KG )

Website: nationalcementsc.com. Fax: 025 111 8941.  
Addis Ababa, Tel: +251 114 40 14 95.  
Dire Dawa, Tel 1, +251 251 12 37 89. Tel 2, +251 251 12 37 92.

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Precautions:  
Cement should not be stored for more than 3 months.  
The bags of cement should be stored in a safe dry place.



**NATIONAL CEMENT**

**NATIONAL CEMENT**  
DIRE DAWA, ETHIOPIA

NATIONAL CEMENT



**OPC**

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**PART SIX**  
**CONTRACT OF SALE**

This contract is entered in to this \_\_\_\_\_ day of \_\_\_\_\_ Between National Cement Share Company (NCSC) P.O.Box 94, Tel. +0251252110070 /+251252123792, Fax +251252123796 Dire Dawa (herein after called the "Buyer") on one part;

**And**

M/S \_\_\_\_\_ (herein after called the "**Supplier**") on the other part and witness that,

**WHEREAS**, the buyer is interested in the procurement of \_\_\_\_\_ specified in this agreement

**WHEREAS**, the Supplier has expressed its ability and willingness to supply all the \_\_\_\_\_ items according to the technical specification and contract

**WHEREAS**, the supplier has sufficiently equipped to give service, provide items and perform all necessary obligations undertaken according to the provision of this contract.

Now, THEREFORE, on the basis of this fundamental understanding both buyer and supplier hereby agree as follows.

**ARTICLE I**  
**SUPPLY AND CONCLUSIVE PRICE**

I-1. The Supplier undertakes to supply the buyer

Sr. No.	Description of items to be supplied	Unit of Measure	Qty	FOB Basis		C&F Basis		Origin	Port of Loading
				U/P	T/P	U/P	T/P		

I-2. The buyer consents to affect the total value of the items delivered at NCSC value in US Dollar \_\_\_\_ (\_\_\_\_) to the supplier within Five days after delivery of all items.

**ARTICLE II**  
**DELIVERY**

The delivery of all items shall be completed within \_\_\_\_\_ days from the date of contract signing however, for pp bag as it is one year contract it should be on partial shipment.

**ARTICLE III**  
**WARRANTY**

III- 1. The supplier warrants that all items supplied under this contract are as per the specifications. The supplier further warrants that all items supplied under this contract have no defect arising from material or poor workmanship.

III-2. The supplier warrants replacing any defective item which doesn't comply with the original offer or beyond the agree burst age rate at its own expense within \_\_\_\_ days after it has been verified by both parties of any discrepancy.

**ARTICLE V**  
**FINAL ACCEPTANCE**

V-1. The supplier shall effect inspection and hand over all items in perfect condition to the satisfaction of the buyer, at no extra cost.

V-2. Items delivered but no meeting specifications shall not be accepted until the specifications are complied with fully. Any cost incurred by the buyer for subsequent

inspections, storage or assistance to be given to the supplier shall be billed to the supplier for settlement.

## **ARTICLE VI** **LIQUIDATED DAMAGE**

VI-1. For each day of delay in the delivery of any item beyond the delivery date agreed, the supplier shall pay liquidated damage, in the amount of 0.1% of the total cost of the undelivered item per day for a maximum of 30 days after which time the buyer shall have the right to terminate the contract.

## **ARTICLE VII** **FORCE MAJEURE**

Neither the supplier nor the buyer shall be responsible for delays or non-performance arising from force majeure specified in the Ethiopian Civil Code 1960. However, a party whose performance is prevented by force majeure shall immediately inform the other party in writing and negotiate for every necessary arrangement.

## **ARTICLE VIII** **DISPUTES AND ARBITRATION**

VIII-1. Any dispute arising between the buyer and the supplier in connection with this contract shall be settled amicably.

VIII-2. Any dispute which can't be settled amicably by both parties will be referred to an arbitration committee.

VIII-3. The arbitration committee shall be composed of one representative from each and both parties shall elect a third orbiter who shall be chairman of the committee.

VIII-4. The location of the Arbitration committee shall be at Dire Dawa

VIII-5. If either party fails to agree by the decision of the arbitration committee, the other party reserves to take court action.

## **ARTICLE IX** **INTERPRETATION**

The contents of this contract shall constitute the terms, conditions and specifications for the sale and purchase between the buyer and supplier shall be deemed for all purposes to have been executed in Ethiopia and in all respects shall be subject and be construed in accordance with the law of Ethiopia.

**ARTICLE X**  
**AMENDMENT**

No variation or modification of the terms and conditions of this contract shall be made unless both parties sign a written statement

**ARTICLE XI**  
**DOCUMENTS CONSTITUTING ENTIRE AGREEMENT**

This contract, the supplier's offer, the buyer's bid document and the buyer's letter of award constitutes the entire agreement. In case of any contradiction between the provision of this contract and other documents, the provision of this contract prevails.

**ARTICLE XII**  
**EFFECTIVE DATE**

This contract shall have enforceable effect after both parties have affixed their signatures through their legal representatives.

**SIGNATURE AND SEAL**

**On behalf of the Supplier**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the Buyer**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS**

**Name**

**Signature**

1 \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

3 \_\_\_\_\_

\_\_\_\_\_