

PART ONE

INSTRUCTION TO BIDDERS

1. Bid offer must be sent to our email address: foreign.purchase@nationalcementsc.com protected by multiple passwords of management members or may submit Addis Ababa office before the closing date i.e. August 20th, 2016.

National Cement Share Company

P.O.Box 94

Tel: + 251252 11 00 70 /+251252110422

Fax: +251252 12 37 96

Cell: +251 935 985 083/+251 930 179 604

E-mail: alemayehu.negussie@nationalcementsc.com

Web: www.nationalcementsc.com

Dire Dawa

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

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 on entry.

5. The following documents shall be completed and included with each bid.

- Warranty (_____)



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- _____)
- Delivery time (_____)
 - Origin (_____)
- 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 20 days after the first announcement of the tender on during office hours. Opening of the bids shall be on the 21st day after the first announcement of the tender on at 10:00 AM local time in the presence of bidders or their representative who choose to attend at National Cement Share Company in Dire dawa office or in Addis Ababa office K-12 Building 1st Floor.

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.
- 1.2. All successful bidders may undertake to appoint an authorized agent, who has in his employ persons trained in the servicing of the manufacturer's products. The appointment of the agent shall be made in advance of the arrival of the products at the port of destination.



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 an 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 freight charges and CFR (Cost and freight Djibouti port).
- 3.2. 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.
- 3.3. The price quoted shall be firm for at least 60 days from the date of the bid opening.
- 3.4. The unit prices shall be shown for each item bid up on. In case of error in the extension of price, the unit price shall govern.
- 3.5. The bidder shall submit his quotation in US Dollar.
- 3.6. 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.
 - 4.1.1.3 (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.
 - 4.1.2. 4(Four) original and 4 (Four) copies of suppliers invoice chamberized by the chamber of commerce of the country of origin.
 - 4.1.3. 1 (One) original and 3 (three) copies of factory inspection certificate.
 - 4.1.4. 1 (One) original and 1 (One) copy of chamberized certificate of origin.
 - 4.1.5. 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
 - Efficiency and Reliability
 - c. Price Evaluation
 - d. Sample for performance test
- 5.2. Prior to the expiration of the period of bid validity, the NCSC will notify the successful bidder in writing by fax or mail that the bid has been accepted.



- 5.3. The notification of award will constitute the formation of the contract.
- 5.4. 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 equipment components, parts and/or suppliers 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 equipment and instrument each box of items and each shipping documents shall plainly marked as follows:

National Cement Share Company

P.O.Box 94

Tele: +251252110070/+251252123792

Fax: +251123796

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 any item by 25% of the total quantity within the price validity period without change in the unit price.



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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 parts for items 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.

Any item delivered but not meeting the specifications, shall not be accepted. Any cost incurred by the NCSC for subsequent inspection,



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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 terminate the whole or any part of this contract in any one of the following circumstances:
 - a. 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:
 - b. 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.



A handwritten signature in blue ink, consisting of stylized, overlapping letters.

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 _____. We, the undersigned hereby submit the following offer for the items listed below NCSC in accordance with the terms of the bid document issued by NCSC.

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

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 contact signing.

We undertake if the bid is accepted, to have all items delivered to FOB port of loading freight charges and CFR (Cost and freight Djibouti port) within calendar days from 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

LOT-1.

S/N	ITEM	SPECIFICATION	ORIGIN	MANUFACTURER	UOM	QTY
1	Rotary feeder(Star feeder :AZ 16)	material : RM mix.(limestone, clay, basalt)			Set	1
		grain size:90%<75mm				
		Bulk density :(1.3-1.4)kg/l				
		flow characteristics: sticky				
		working temperature :ambient				
		size				
		capacity(260-360)t/h				
		max. size: 100mm				
		moisture:≤10%				
		Power:22kw???				
		protection :IP55				
		Adjustable & Replaceable Rotor blade				
		Lined rotor housing				
ESEW EURO Drive						
2	To change ID fan fluid coupling to VFD drive with torsion shaft	model			Set	1
		Rated capacity : 2000kw				
		Rated voltage: 6kv				
		rated speed:993rpm				
		Rated amper:235A				
		Power factor:0.853				
		Flow rate:680000m ³ /h				
		working pressure:7800pa				
		Actual bus bar voltage:6.3kv				
		actual operation current:				
3	coal mill VRM gear box	model:			Set	1
		type: planetary gear reducer				
		power:400kw				
		motor speed: 970rpm				
		out put speed 28.53rpm				
		reduction ratio:34				



4	weight feeder					
	a-lime stone weight feeder	material :lime stone gravel			Set	1
		grain size:90%<70mm				
		Bulk density :(1.3-1.4)kg/l				
		flow characteristics: little sticky				
		moisture content :<4%				
		working temperature :ambient				
		size 1200x3000mm				
		capacity: (25-330)t/h				
		Power: 3kw geared motor???				
		type: vfd				
		accuracy :±0.5				
		protection :IP55				
	b-clay weight feeder(apron)	material :clay			Set	2
		grain size:90%<25mm				
		Bulk density :(1.29-1.35)kg/l				
		flow characteristics: sticky				
		moisture content :<10%				
		working temperature :ambient				
		size 800x2500mm				
		capacity: (6-90)t/h				
		power: 1.5kw geared motor				
		type: vfd				
		accuracy :±0.5				
		protection :IP55				
	c- Coal weight scale				Set	1
		Size 800x1000mm???				
		capacity (100-150)t/h				
		accuracy :±0.5				
	d-Clinker weight feeder(Apron)	material :clinker			Set	2
		grain size:90%<25mm				
		Bulk density :(1.62-1.64)kg/l				
		flow characteristics: free flow				
		moisture content :nil				
		working temperature :200°c				
		size 1000x2000mm				
		capacity: (9-120)t/h				
		power: 3kw geared motor				
		type: vfd				
	accuracy :±0.5					



		protection :IP55				
	e-Additive (gypsum & pumice) weight feeder	material :additive			Set	6
		grain size:90%<25mm				
		Bulk density :(1.42-1.47)kg/l				
		flow characteristics: little sticky				
		moisture content :<5%				
		working temperature :ambient				
		size 800x2000mm				
		capacity: (4-50)t/h				
		power: 1.5kw geared motor				
		type: vfd				
		accuracy :±0.5				
		protection :IP55				
5	Additive(Rhyolite, basalt & gypsum) crusher with vibrating feeder	Rhyolite bulk densit:(1.39-1.42)kg/l			Set	1
		basalt bulk density:(1.49-1.61)kg/l				
		type : hammer				
		processing capacity : 150-200t/h				
		discharge size : 90%≤25 mm				
		: 800×800×800 largest length of feeding side				
		rotor size :				
6	water treatment plant with Reverse osmosis(RO)	Capacity: 60m ³ /h			plant	1
		Salt rejection:98%				
		Recovery:75%				
		Raw water specification				
		Turbidity(NTU):5				
		total hardness of CaCO ₃ :497.2mg/l				
		Total solids (mg/l): 592				
		Total dissolved solids(mg/l):578				
		Electric conductivity(Ms/cm):912				
		PH :7.03				
		Ammonia(mg/l)1.32				



		sodium(mg/l):28			
		potassium(mg/l):2.8			
		calcium(mg/l):145.5			
		magnesium(mg/l):32.94			
		total iron(mg/l):0.46			
		manganese(mg/l):0.05			
		Fluoride(mg/l):trace			
		Chloride(mg/l):20.16			
		Nitrite(mg/l):trace			
		Nitrate(mg/l):0.49			
		Alkalinity(mg/l):384			
		Carbonate(mg/l):trace			
		Bicarbonate(mg/l):468.48			
		Sulphate(mg/l):98.8			
		phosphate(mg/l):0.30			
7	compressed air dryer	type: Heatless/Blower purge desiccant dryer		Set	7
		air volume:24Nm ³ /min			
		working pressure : 0.4~1.0MPa			
		cooling water needed: 3.6m ³ /h			
		Inlet temperature:≤45°c			
		Dew point temperature:(-17~-23)°c			
		cooling water pressure:0.2-0.6mpa			
		power supply AC380v,50HZ			

PART FIVE

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



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

14.1. I-2. The buyer consents to effect 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

IV-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.

IV-2. The supplier warrants replacing any defective item which doesn't comply with the original offer or beyond the agree burstag 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 no 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 mode 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

On behalf of the Buyer

Name: _____

Name

Signature _____

Signature _____

Date _____

Date _____

WITNESS

Name

Signature

1. _____

2. _____

3. _____
