

Comitato Internazionale per lo Sviluppo dei Popoli
(CISP)

“DEAL: Development of innovative Employment oriented schemes and Active Labor market measures to increase livelihood and decent work opportunities for vulnerable youth and women at risk of irregular migration in Tigray”

(Contract Number: To5-EUTS-HoA-ET-02.1.5)

BID DOCUMENT
for
PROCUREMENT OF CONSTRUCTION TRAINING MACHINERY
FOR MEKELLE POLYTECHNIC COLLEGE

August 12th, 2019

(Bid Doc No. : MEK/19/002)

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PART 1- BIDDING PROCEDURES



BID DOCUMENT

for

**PROCUREMENT OF CONSTRUCTION TRAINING MACHINERY
FOR MEKELLE POLYTECHNIC COLLEGE**

SECTION I INVITATION FOR BID

1. CISP-Ethiopia has received a financial grant funded by European Union Trust Fund for Africa under the program framework of *SINCE- Stemming Irregular Migration in Northern and Central Ethiopia*, which is implemented by Embassy of Italy in Addis Ababa, for a project entitled “*DEAL: Development of innovative Employment oriented schemes and Active Labour market measures to increase livelihood and decent work opportunities for vulnerable youth and women at risk of irregular migration in Tigray.*”
2. CISP-Ethiopia intends to provide construction training machinery for Mekelle Polytechnic College to through DEAL project. Therefore, eligible bidders are hereby invited for a wax sealed bid to execute the supply.
3. Bidding will be conducted through the International Competitive Bidding Procedures based on EU Procurement Guidelines, and open to all potential suppliers.
4. Bidders should submit renewed license for the current year, VAT certificate and Tax Payer Identification number (TIN)
5. Interested eligible bidders may obtain further information and inspect the bidding documents at CISP-Mekelle office, located in Mekelle, Kedamay Weyane Sub city, Kebele 16, Tel. +251 34 241 7338, Nur Building 2nd floor, in front of Tigray Regional Supreme Court) on working hours from 08:30 to 12:30 in the morning and 1:30 to 05:30 in the afternoon.
6. A complete set of bidding documents prepared in English language may be purchased upon payment of ETH Birr 50.00 (fifty) by interested eligible bidder on the submission of valid original and copy Trade License with a written application to the address above and bidders/foreign suppliers can also download the bid document from CISP website www.sviluppodeipoli.org from the date of this announcement within fifteen days.
7. The deadline for the submission of the Bid is within fifteen days from the date of this announcement, to the address above at or before 17:00 hour’s local time (05:00 P.M. Ethiopian time). Any bid submitted after the deadline will automatically be rejected.
8. Bids will be opened in the presence of the bidders or their legal representatives who choose to attend on the next working day after the deadline set for submission of the bid subject to announcement of this bid at 10.00 a.m. at the office of CISP-Mekelle.
9. CISP reserves the right to accept or reject any Bid at any time prior to award of the contract without giving any reason thereof.

INSTRUCTION TO BIDDER

SECTION II. INSTRUCTION TO BIDDERS

1. DESCRIPTION OF THE SUPPLY

CISP - Ethiopia invites sealed bids from eligible bidders for the supply didactical input materials as per the attached detail specification in *Section III* of the bid document.

2. SOLICITATION FOR THE SUPPLY

- 2.1 The price should be quoted in local currency (Birr)
- 2.2 A clear and accurate description of the technical specification of the required Machinery and each Inco term has a precise definition of buyer and seller responsibilities in the transaction, mode of carriage, shipment routing, point of title transfer and division of costs must fulfill by the bidder.
- 2.3 The term CIF shall be governed by the rules prescribed in the current edition of Inco-terms of ICC.
- 2.4 The bidders' must specify the delivery time, Payment mode, terms and bank details
- 2.5 The bidders' should clearly state the items delivery place.
- 2.6 The payment will be effected to the supplier only with local quoted currency.

3. COST OF BIDDING

The bidders' shall bear all costs associated with the preparation and submission of its tender and the CISP- ETHIOPIA hereinafter referred to as "the PURCHASER" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. CONTENT OF BIDDING DOCUMENTS

- 4.1 The set of bid documents issued for the purpose of bidding includes the following:
 - a. Invitation for Bid
 - b. Instruction to Bidders;
 - c. Specification of the required didactical input materials, Terms and Conditions stipulated in the bidders Quotation;
 - d. Bid form and payment term
 - e. Letter of Award/Order Confirmation
 - f. Draft Contract Agreement for Supplies.
- 4.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms and specifications in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk and may result in the rejection of its bid.

5. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification on the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation to Bid. The Purchaser will respond in writing to any request for clarification which it's receives no

later than three days prior to the deadline for the submission of bids. Written copies of the Purchaser's response (including a description of the inquiry but without identifying its source) will be sent to all prospective bidders who have purchased the bidding document.

6. AMENDMENTS TO BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiation or in response to a clarification requested by a prospective bidder, may modify the bidding documents by issuing an Addendum.
- 6.2 The Addendum will be sent in writing to all prospective bidders who have purchased the bid documents and will be binding upon them. Bidders shall promptly acknowledge receipt thereof in writing to the Purchaser.

7. LANGUAGE OF BID

The tender prepared by the Bidder and all correspondence documents relating to the bid, exchanged by the Bidder and the Purchaser, shall be written in English language.

8. DOCUMENTS COMPRISING THE BID

- 8.1 The bid to be prepared and submitted by the bidder shall comprise the following:
 - a. The Bidder's valid License
 - b. The required specification of the laboratory equipment, terms and conditions stipulated in accordance with the instruction to bidders embodied in this bidding document.
 - c. The Bidder's financial and technical offer including the specified Inco term.

8.2 Warranty

- a. The supplier warrants International Product Warranties (applicable general factory warranty) with acceptable valid warranty book
- b. The suppliers in addition warrants for the didactical input materials to be supplied under this contract shall have no defect from the manufacturer.

9. BID VALIDITY

- 9.1. Bid shall remain valid and open for acceptance for a period of 30 (thirty) days after the date of bid opening prescribed in Clause 13.1 A bid valid for a shorter period shall be rejected as non -responsive.

10. QUOTATION AND SIGNING OF BID

- 10.1 The bidder shall prepare clearly stated technical and financial quotation including the terms and conditions in International Commercial Terms corresponding to the relevant equipment specification to be supplied. The Quotation should be clearly signed and stamped. In the event of any discrepancy or non fulfillment of these documents, the Bidder shall be disqualified.

11. SEALING AND MARKING OF BID

- 11.1 The bidder shall submit its offer in a wax sealed envelope and shall deposit in the tender box prepared for this purpose at the CISP –Mekelle office

11.2 The envelope containing the offer shall be addressed to CISP- Mekelle office - *and* bear the following identification:

- a) Bid for : CONSTRUCTION TRAINING MACHINERY
- b) Bid .No. : MEK/19/002
- c) Name of project: **DEAL: Development of innovative Employment oriented schemes and Active Labor market measures to increase livelihood and decent work opportunities for vulnerable youth and women at risk of irregular migration in Tigray**
- d) The word “**DO NOT OPEN BEFORE**” 10:00 a.m. on the opening day i.e. next working day after the deadline set for submission of the bid subject to announcement of this bid.

12. DEADLINE FOR SUBMISSION OF THE BID

Bids shall be deposited to the Bid Box at the Purchaser’s office at the address specified above, no later than 5.00 p.m. on the deadline i.e. within fifteen days from the date of this announcement. Any bid after the deadline will not be accepted.

13. BID OPENING AND EVALUATION

- 13.1 The Purchaser will open the offer of the Bids, in the presence of all bidders or their duly authorized representative who chooses to attend, at 10:00 a.m. on the next working day after the deadline set for submission of the bid subject to announcement of this bid at CISP-Mekelle office, located in Mekelle, Kedamay Weyane Sub city, Kebele 16, Tel. +251 34 241 7338, Nur Building 2nd floor, in front of Tigray Regional Supreme Court). The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 13.2 Prior to the detailed evaluation of Technical bids, the name of the bidder and any alternative bids if they have been requested or permitted, will be read aloud and recorded when opened. The Purchaser will ascertain whether the bids meet the eligibility REQUIREMENTS have been properly signed; are accompanied by the required terms and conditions, securities and substantially responsive to the bidding documents, have any material errors in computation; and are otherwise generally in order.
- 13.3 If a bid offered is not substantially responsive, i.e., it contains any deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further in the bid evaluations. The Bidder will not be permitted to correct or withdraw deviations or reservations once bids have been opened.
- 13.4 The purchaser will hold the minutes of the bid opening
- 13.5 The Purchaser reserves 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

14. AWARD OF CONTRACT

- 14.1 The Purchaser will award the contract to the bidder whose bid has been determined to be the most responsive to the bidding documents as stated above, and who has offered the lowest Delivery time and attractive Bid Price.

- 14.2 Prior to the expiration of the period of the bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder in writing that his bid has been accepted.
- 14.3 The letter of award shall incorporate the sum of the total cost
- 14.4 Upon furnishing of Bid security Bond by the successful bidder in accordance with the provision of clause 14.5, the Purchaser will promptly notify other bidders that their bids have been unsuccessful
- 14.5 At the same time the Purchaser notifies the successful bidder, by Letter of Award, that his bid has been accepted; the Purchaser will also send to the bidder a Contract form, incorporating all conditions.
- 14.6 Within 2 (two) days of receipt of the Letter of Award and Contract form, the successful bidder shall sign the Contract and return it to the Purchaser with a Performance Bond equivalent to 10% of the total contract price should be deposited in cash or in equivalent amount in a freely convertible currency to our cashier.
 This Performance Bond will be returned to the supplier on satisfactory completion of the supply.
- 14.7 Failure of successful bidder to comply with the requirement of clause 14.5 herein above shall constitute sufficient ground for the announcement of the award and forfeiture of the bid security. The purchaser may make the award to the next lowest evaluated bidder or call for new bids

SECTION III: LIST OF CONSTRUCTION TRAINING MACHINERY

S.N	Description	Specification /part number/	Unit	Qty

1	Grid sieve	300mm*300mm size for aggregate flakiness index particle shape	Nº	2
2	Ceramic cutter	All type ceramic cutter, 2.2 KW	Nº	1
3	PPR welding machine	1500W capacity	Nº	2
4	Chain vice	Diameter size 1/2-2 inch	Nº	6
5	portable drilling machine	With all accessory 1050W	Nº	3
6	Water hitter	At more automatic in line for all fixture, 80L	Nº	3
7	Water pressure test	Ariston with diameter 1/2-1inch	Nº	5
8	Soundness test	Standard	Nº	1
9	Digital millimeter	Digital millimeter with 1000V AC	Nº	5
10	Toolkit	Electrical toolkit	Set	3
11	Test light	100-1000V AC	Nº	5
12	Impact drill	230V/50HZ,1100W Rating power 13000/power 695 Rated speed 1 st =0-900mm ⁻¹ , 2 nd =0-3000mm ⁻¹	Nº	3
13	Mixer motor	Lombardi=EVO 350 Diesel Lom=15LD350 RPM=2400-3600 KW=5.5	Nº	6

PART 2- Contract

LETTER OF AWARD

[Date]

To:



[Name of the Supplier]

[Address of the Supplier]

This is to notify you that your Bid dated for supply of [name of the Contract and identification and Lot number, as given in the Contract Data] for the Contract Price of Birr ([amount in number and words] _____) in accordance with the instructions to Bidders is hereby accepted by our Organization.

You are hereby instructed to sign and return the Contract Agreement with performance bond 10% of the total contract price and precede with the execution of the delivery in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Agreement

FORM OF CONTRACT AGREEMENT

Contract Agreement

This agreement is made and entered today on **August xx, 2019** here in Mekelle, Tigray, by and

between CISP - International Committee for the Development of Peoples, Mekelle Office, located in Mekelle (hereinafter referred to as “the Purchaser”) on one part;

And,

Xxxx

Addis Ababa, Ethiopia, (hereinafter referred to as “the Supplier”) on the other part.

Justification

10. Whereas, the Purchaser intends to buy construction training machinery, through financial grant funded by European Union Trust Fund for Africa under the program framework of SINCE, which is implemented by Embassy of Italy in Addis Ababa, for a project entitled “*DEAL: Development of innovative Employment oriented schemes and Active Labour market measures to increase livelihood and decent work opportunities for vulnerable youth and women at risk of irregular migration in Tigray*”

Whereas, the Purchaser has invited interested all potential suppliers to submit their offers as per the attached details of specification and the terms and conditions stipulated in the bid document

Whereas, bids have been submitted by interested suppliers and accordingly the purchaser analysed all offers through the International Competitive Bidding Procedures based on EU Procurement Guidelines and selected the potential Supplier

Whereas, the Purchaser has issued a Letter of Award to the Supplier, and

Whereas, the Supplier has also accepted the award

Now therefore, the two parties hereto have agreed as follows:

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1.1. DEFINITION

In this contract the following terms shall be interpreted as follows:

“THE CONTRACT” means the condition of contract, specification, Inco terms, Supplier Tender Quotation, the Packing List, the Letter of Award, the Delivery Time, the Contract Agreement, Addenda and other documents issued thereof.

“The SUB- CONTRACT” means the agreement entered between the supplier and any agent of vessels, inland transport, forwarding agent and insurance company employed by the carrier in the performance of the carriage and any sub-sub-contractors thereof.

“THE MACHINERY” means the materials clearly specified in the specification which the supplier obliged to supply to the project

“THE PURCHASER” shall mean CISP -Ethiopia who put orders to purchase CONSTRUCTION TRAINING MACHINERY, which specified in this contract.

“THE SUPPLIER” means the person, or person firm or company whose tender has been accepted by the Purchaser and includes the supplier legal representative/local agent, successors and permitted assignees.

“CONTRACT PRICE” means the sum named in the letter of award, subject to CIF Addis duty paid basis.

“SPECIFICATION” means the specification referred to in the tender document and the supplier detailed quotation specification and any modification thereof or addition options thereto approved in writing by the purchaser.

“INCOTERM” means the International Commercial Terms referred to in the tender document during the transaction and the incoterm is accepted by the purchaser in the Letter of Award.

1.2. SPECIFICATION & PRICE

List of CONSTRUCTION MACHINERY MATERIALS to be supplied for Mekelle Polytechnic (Assorted), located at Mekelle.

1. Inco term: CIF Addis Ababa in duty paid basis

2. Total price, Birr _____ (In words)

3. Delivery Time: ----- days from the date of Award

4. Payment Term: -----

II. Obligations and Duties:

1. The Supplier Shall:

- (a) Abide to the terms and conditions indicated under Article I above.
- (b) Secure “All Risk Clause”
- (c) Sub s contract/or nominate reliable forwarder or carriers for the transport by truck.
- (d) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.
- (e) The packing, marking, and documentation within and outside the packages shall comply

strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- (f) The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- (g) The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- (h) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

2. The Purchaser Shall:

- a. Assign a person from Mekelle Polytechnic College and consultant to inspect the materials.
- b. Taking over the materials at Mekelle Polytechnic College warehouse
- c. Give notice in writing to the carriers' representative in three days of delivery if the loss or damage was not apparent as the time of taking delivery
- d. Claim immediately on the carrier for any missing packages or damage

III. Other Conditions:

- 1. If delivery of the Equipment delay either by substantial reason or force majeure within the specified agreed delivery time in accordance with Article I sub article 3, the Supplier shall pay to the Purchaser 1/1000 of the total price of quoted currency or equivalent to the prevalent exchange rate, for the number of days considered as delay. This penalty will be collected from the 10% Performance Security Bond.
- 2. In case of force majeure, the two parties will be free from any liability.
- 3. All communications shall be made in English language.
- 4. Any disputes and indemnity shall be settled amicably/with National and International commercial law.

IV. Warranty:

The supplier hereby carries the warranty as described in the tender document article 8 sub article.



The supplier warrant replacing any defective parts and manufacturer defects, which does not comply with original offer at its own expenses within 10 days after receiving of notification letter from the purchaser.

V. Declaration:

As a witness to this agreement, both parties hereby have signed and affixed their official stamps hereunder.

For and on Behalf of the Supplier:

For and on Behalf of the Purchaser:

Date _____

Date _____