

**BID DOCUMENT FOR
PRODUCTION AND SUPPLY
OF REFRACTANCE
WINDOW DRYER (RWD)**

May 2022

**Global Alliance for Improved Nutrition
(GAIN)**

Ethiopia Office

BID Reference No: GAIN-ET/BID 001/2022

**Addis Ababa
Ethiopia**

INVITATION TO BID FOR PURCHASE OF Referactance Window Dryer RWD

Global Alliance for Improved Nutrition (GAIN) is a Swiss base international not for profit organization and having its registered country office in Ethiopia to operate as a foreign charity Organization. GAIN Ethiopia invites sealed and stamped bids from eligible bidders for production and supply of Referactance Window Dryer (RWD).

Bidders may obtain bidding documents from GAIN Ethiopia office in Addis Ababa during office hours, from Monday to Friday 8:30am to 5:30pm local time starting from the first day this notice is announced on the Reporter Newspaper.

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TIMETABLE

Task	Completion date
Advertisement of the tender on Reporter Magazine, GAIN global site and Ethiojobs	22 May 2022
Closing date of the tender	31 May 2022
Opening of Bids by Tender Committee	3 June 2022
Signature of contract	TBD

ABOUT GAIN

GAIN is a global, Swiss based foundation established to reduce malnutrition by supporting food fortification and other sustainable nutrition strategies in order to save lives and improve health, productivity, and cognitive function. GAIN mobilizes public-private partnerships and provides financial and technical support to deliver nutritious foods to those people most at risk of malnutrition. Our programs in Africa and Asia enable better diets via nutritional products, such as fortified staples foods, including cooking oil and flour, and condiments like salt and soy sauce. We also support improved maternal and infant health by promoting breastfeeding and specialized products for infants over six months and young children. In addition, we partner with local businesses to improve the quality of food along agricultural value chains. By building alliances that deliver impact at scale, we believe malnutrition can be eliminated within our lifetimes.

REQUIRED SUPPLY

GAIN Ethiopia, the purchaser invites Sealed Bids for the production and supply of **Referactance Window Dryer (RWD)** as per the attached specifications on Page seven (7) of this bid document.

SUBMISSION OF OFFERS

- Offers must be delivered in a separate sealed, waxed, stamped envelope of Financial proposal and Technical proposal including company profile to the address indicated below in person:

GAIN-Global Alliance for Improved Nutrition
Telephone: +251 116610088
Bole Sub City, Woreda 13
In front of Ethiopian Youth Sport Academy Moya Foods Co.
Building, 2nd Floor
Addis Ababa, Ethiopia

Here is the link of google map to our office: <https://goo.gl/maps/rYbnEuea4U12>

- All offers should be submitted to GAIN Ethiopia Office not later than 31st May 2022, 5:00 PM.
- Bids will be opened in the presence of Bidders or their representatives who choose to attend the bid opening at GAIN Ethiopia Office Meeting Room on 3rd June 2022, at 10:00AM local time.

SELECTION CRITERIA

Bidders are required to attach current renewed license, business profile and recommendation from previous and present experience with clients.

A. Essential (Exclusion) Criteria

1. Organization Profile
2. Relevant & Valid license (Trade License, VAT registration certificate, TIN and other relevant business license).
3. All annexed templates ((**Annex 1, Annex 2, & Annex 3**) should be filled, stamped and submitted as part of the tender document if not suppliers will be rejected.

B. Evaluation Criteria

Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Priority	Name of Criteria	Proportional value in %	
		Weight in %	Summations of weight
Technical Criteria and Eligibility weight	1. Legal documents (Registration documents, VAT registration certificates, Valid trading license,) 2. Company strength (company profile) 3. Companies that fail to provide evidence of previous experience.	Rejection criteria.	30%
	4. Testimonial letter (Recommendation letter from the NGOs and GOs) • Bring 8 and above recommendation letter will score 15%, • 4-7 recommendation letter will score _10%, • 3 recommendation letters will score _5%, • Less than 3 recommendation letters have score _0%.	15%	
	5. Delivery time • If it delivered within 30 days after signing of contract_15% • If it delivered within 45 days after signing contract_10% • If it delivered after 45 days of signing of contract_0	15%	
Financial criteria	6. Reasonable total least price to full option	50%	70%
	7. Terms of payment: After delivery.....20% 30% advance.....10% 50% advance.....5% 100% advance.....0%	20%	
III	Sum total (I+II)		100%

INFORMATION REQUIRED

A. Supplier Information

GAIN requires all existing and new suppliers to complete a Vendor Registration Form and submit this with your offer in order to qualify for this tender process.

B. Gain Specific Conditions of Tender

- I. GAIN reserves the right to deal with any Offer of its choice or any or all parts of the Offer and to procure the item from various Offers. GAIN is not bound to accept the lowest Offer or any Offer.
- II. This document is not a contract or an offer into a contract but is a request for a quotation for the item indicated.
- III. GAIN is in no way responsible for any costs associated with preparing this tender document response.
- IV. GAIN reserves the right to alter the dates of the timetable.
- V. GAIN will inform each respondent to the results of the decision on their Offer; this process is not open to the public. GAIN is not obliged to justify or explain selection to any respondent.
- VI. GAIN Ethiopia is committed to maintaining the highest standards in the conduct of all its activities, including the awarding of contracts. GAIN has established procedures upon which individuals and/or companies may call if they feel they have been discriminated against, unjustly treated or unfairly approached in relation to the award of a contract. Please contact through ethiopiaoffice@gainhealth.org for more information.
- VII. Any contract that results from this tender will be subject to GAIN Ethiopia's standard Terms and Conditions.
- VIII. GAIN will not do any business with any known terrorist group or company involved with terrorists. GAIN shall therefore not knowingly purchase supplies or services from companies that are involved with terrorist groups in any form. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company is not involved with any known terrorist group. A contract clause confirming this may be included in an eventual purchase order based on this request.

INSTRUCTION TO BIDDERS

1. Introduction

- I. **General:** GAIN Ethiopia, the purchaser invites Sealed Bids for the production and supply of Referactance Window Dryer (RWD) as per the attached specifications on Page seven (7) of this bid document.
- II. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of items to be purchased under this Invitation to Bids.
- III. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and GAIN Ethiopia will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

2. Solicitation Documents

Examination of Solicitation Documents: The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

3. Preparation of Bids

I. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the procuring entity shall be written in the **English Language**.

II. Documents Comprising the Bid:

The Bid must include the following documents:

❖ The following annexes which requires bidder's signature and stamp

1. **Annex 1 Bid submission form**

2. **Annex 2 Price Offer Form, (indicating price and all relevant information to be signed/stamped)**

3. **Annex 3 Vendor Registration form,**

❖ Documentary evidence established in accordance with, Instructions to Bidders (ITB) that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,

❖ **Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

❖ **Documents Establishing Service Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all items, which the Bidder proposes to supply under the contract.

❖ **Bid Currencies/Bid Prices:** All prices shall be quoted in **Birr**. The Bidder shall indicate on the **Price Offer** the unit price and VAT of the items as per the structure indicated on **Annex 2**.

III. Period of Validity of Bids:

Bids shall remain valid for one hundred twenty days (120) after the date of Bid Submission prescribed by GAIN pursuant to clause 5 of Instructions to Bidders.

4. Submission of Bids

❖ **Format and Signing of Bid:** The Bidder shall prepare Technical and Financial offers separately. The **Technical Proposal** shall incorporate the following:

- Company Profile
- Legal documents (Registration documents, VAT registration certificates, Valid Trading License and TIN)
- Testimonial letter that proves their experience in RWD or similar food drying machine (Recommendation letter from the NGOs and GOs)
- Schedule for delivery time

The **Financial Proposal** shall include the following:

- Bid Submission Form (Annex 1)
- Price Offer / Price Schedule (Annex 2) and detailed the specification
- Completed Vendor Registration Form

❖ **Sealing and Marking of Bids:**

Bids can be submitted in a sealed, Stamped and if possible Waxed envelope to the above address stated on page 2 of this document

5. Deadline for Submission of Bids/Late Bids

- ❖ Bids must be delivered to GAIN Ethiopia Office (or should be sent via DHL) on or before **May 31, 2022 5:00 pm**.
- ❖ Any Bid offered after the deadline will not be accepted.

6. Modification and Withdrawal of Bids

The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by GAIN prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

7. Opening and Evaluation of Bids

❖ Opening of Bids:

- The GAIN's Bid Committee will open all bids in the presence of Bidders or their representatives who choose to attend the bid opening at GAIN Ethiopia Office Meeting Room on 3rd June 2022, at 10:00AM local time. The Bidders' Representatives who are present shall sign a register evidencing their attendance.
- The bidders' names, bid Prices, and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening.
- The GAIN's Bid Committee will prepare minutes of the Bid Opening.

❖ Clarification of Bids

To assist in the examination, evaluation and comparison of Bids GAIN may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

❖ Preliminary Examination

- Prior to the detailed evaluation, GAIN will determine the substantial responsiveness of each Bid to the Invitation to Bid/ITB/. A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
- GAIN will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

8. Award of Contract

- ❖ **Award Criteria:** GAIN will evaluate the technical offer out of 30% and the financial offer will be evaluate out of 70%. Finally GAIN will issue the item purchase contract agreement with the aggregate winning Bidder. GAIN reserves the right to accept or reject any Bid, to cancel the solicitation process and reject all Bids at any time prior to award of signed agreement, without thereby incurring any liability to the affected Bidder(s).
- ❖ **Notification of Award:** GAIN will send the successful Bidder the purchase contract agreement and the Supplier shall return back the signed purchase agreement with acknowledgement letter of acceptance. Acceptance of this purchase contract agreement shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase contact agreement.
- ❖ **Signing of the Purchase contract Agreement:** Within 5 days of receipt of the item purchase contract agreement the successful bidder shall sign, stamp and return it to GAIN.

Failure of the successful Bidder to comply with the requirement of purchase contract agreement shall constitute sufficient grounds for the cancellation of the award, in which event GAIN may make the award to the next lowest Evaluated Bidder or call for new Bids.

DETAIL SPECIFICATION

RWD with Juicer Specification detail

Specification parameter	Value	Remark
1. RWD		
RWD size (L*W*H)	Not less than 7m*1m*1.7m area	
RWD Capacity <ul style="list-style-type: none"> • Input -fresh papaya /puree/juice • Output – dry product 	Not less than 40kg /hr Not less than 6 kg/hr	
The type of product will dry	Papaya and possibly other fruits	
Acceptable product drying temperature range	65 – 100 °c	Should be adjustable
Acceptable product drying time	Not more than 20 minutes	Less drying time is preferred
Input moisture content	Average 87%	
Average output moisture content	10-12%	the final product should be able to grind into powder
RWD type	Single drying machine with full parts	
RWD body components	<ul style="list-style-type: none"> • With myler sheet conveyer belt type • Stainless steel body • suction hood • compatible fans and • industrial electric boiler • able to adjust the juice thickness of the juice layer on the drier • With dry product scraper (blade) 	Should be compatible with the overall process parameters, capacity, and efficiency.
RWD Controlling mechanism	Automatic with PLC (Programming logic controller)	Should detect and control conveyer gear speed, temperature, pressure, time, and others
Power sources	Both electricity and generator	
Warranty time	Not less than 12 months	
2. Juicer		
Juicer type	Separate and can attach manually with the RWD inlet. The juicer should be easy to transfer the juice to the RWD and compatebile with the RWD.	
Juicer capacity	Can Make more than 40kg juicer /hr	
Juicer body	Stainless steel body	
Functioned	With electric	
Warranty time	Not less than 12 months	

Note:

1. Transportation of machine, Installation, and start-up operation training to be conduct by machine supplier .
2. Deliverable time should not be more than 45 working days after siging the service contreat agreement.

SAMPLE CONTRACT

PURCHASE AGREEMENT FOR PRODUCTION AND SUPPLY OF REFRACTANCE

WINDOW DRYER (RWD)

This Purchase Agreement (the “Agreement”) is made on _____ between:

1. **The Global Alliance for Improved Nutrition (GAIN)**, a non-profit foundation duly constituted under the laws of Switzerland, registered in Ethiopia as a foreign charity, located at Addis Ababa, Bole Sub City, Woreda 13, House №. new, Telephone 251 116 61 00 88, Fax 251 116 61 01 93, P.O. Box 2314 Code 1110, email ethiopiaoffice@gainhealth.org here in after referred as “**the Buyer**”;

AND

2. _____ Address: _____ Sub City Woreda _____ House № _____ Addis Ababa, Ethiopia. Telephone _____ P.o.Box _____ email _____, here in after referred as “**the Seller**”

Whereas the Seller is engaged in the production and supply plastic crates to its clients; and, the Buyer is desirous of Seller’s plastic crates.

Now, therefore, the Seller and the Buyer through negotiation have executed this agreement according to the terms and conditions stipulated below.

Article 1 **Object of the Contract**

The supplier agrees to produce and supply Reusable Plastic Crates ((RWD)s) to GAIN Ethiopia specified in this contract.

Article 2 **Amount and Mode of Payment of the vehicles Purchase**

The payment of the price under will be effected in Birr as follows:

Option One: 100% of the total price shall be paid up on delivery of the whole Plastic Crates produced.

Option two: 50% of the total price shall be paid in advance against equivalent amount of advance payment guarantee and the remaining 50% of the total price will be effected up on delivery of the whole Plastic Crates produced.

Article 3 **Delivery**

The seller agrees to deliver the items to the buyer within _____ days after the signing of this contract

Article 4 **Obligations of the Seller**

- 4.1 The Seller should produce the Reusable Plastic Crates ((RWD)s) as per the specification provided.

- 4.2 The seller shall deliver the Reusable Plastic Crates ((RWD)s) on time as per agreed schedule with the Buyer.

Article 5 **Force Majeure**

- 5.1 Neither party shall be held responsible to the other in cases of force majeure.
- 5.2 Force majeure exists when an occurrence, which neither party could normally foresee at the time of signature of this contract and which, prevents either party absolutely from performing its obligation.
- 5.3 Without limiting the generally of the foregoing, the following occurrence shall be deemed to be cases of force majeure.
- a) The unforeseeable act of a third party for whom neither party is responsible, or
 - b) A Natural catastrophe such as an earthquake, fire, lightning or flood or
 - c) International and civil war, or
 - d) Strikes
- 5.4 In the event of force majeure the affected party shall within five (5) days after the occurrence notify the other together with the necessary evidence that proves the occurrence and its cessation, if any.
- 5.5 If the performance of the contract is delayed due to force majeure for two weeks beyond an extended period to be agreed upon by the parties, the party concerned reserves the right to terminate the contract in whole or in part upon by receiving the notice mentioned in the preceding sub-article.
- 5.6 If the contract is terminated for the reason mentioned in the preceding sub-article, the division of expenses incurred in respect of the contract shall be determined by agreement between the parties; in default of which it shall be decided by arbitration.

Article 6 **Termination of the Contract**

- 6.1 With the exception of force majeure, either party may terminate this agreement by giving the other party three (3) days prior notice on the ground that the party on which the notice is served has failed to perform or remedy any of his obligations under this contract.
- 6.2 Termination notices and letters shall be sent to the other party by registered mail or physical delivery through the addresses of the parties stated in this contract.
- 6.3 Termination shall be without prejudice to the right and obligations of the parties.

Article 7 **Applicable Law and Arbitration**

- 7.1 The conclusion and performance of this contract shall in all respects be subject to and construed in accordance with the laws of Federal Democratic Republic of Ethiopia.
- 7.2 In the event a dispute arises between the parties on any matter relating to his contract both parties shall try to settle the disputes amicably. Any dispute, which cannot be settled amicably, shall be referred to an arbitration committee.
- 7.3 The arbitration committee shall be composed of one representative from each side and a third arbitrator, who shall be the chairman of the said committee selected by both parties.
- 7.4 The location of the arbitration hearing shall be in Addis Ababa.
- 7.5 The decision of the arbitration hearing shall be final.

Article 8
Notice

Any notice to be given under this contract shall be made in writing through the official addresses of the parties given in this contract.

Article 9
Amendment

No clause of this contract can be modified or suspended unless a written statement is signed between the parties that effect.

Article 10
Miscellaneous Provisions

- 10.1 This contract is signed in two originals in the English language each of which shall have the same legal force; the buyer and the seller keeping one copy each.
- 10.2 All correspondence between the parties shall be in the English or Amharic languages.
- 10.3 The specification of the vehicle as attached with this contract shall be an integral part of the agreement

IN WITNESS WHEREOF the parties here have duly executed this agreement by their authorized representative on the date set forth above.

For and on behalf of the Seller:

Name: _____

Signature _____

Date _____

For and behalf of the Buyer:

Name: _____

Signature _____

Date _____

Witnesses

Name

Signature

Date

1. _____

2. _____

ANNEX 1**BID SUBMISSION FORM**

To: GAIN Ethiopia

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the required item in conformity with the said bidding documents as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the service in accordance with the terms and conditions specified in this bid.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this day of [year].

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

ANNEX 2
PRICE OFFER FORM
PRICE SCHEDULE FOR THE PRODUCTION AND SUPPLY Referactance
Window Dryer (RWD)

S.No	Description	U/M	Qty	Unit price in ETB Before 15% VAT	Remark
1	Production and Supply Referactance Window Dryer (RWD) AS PER THE ATTACHED SPECIFICATION	Pcs	1		
2	Juicer	Pcs	1		
3	Delivery/ Transportation cost				
4	Installation cost				
5	Start up training cost				
Total					
<u>15% VAT</u>					
Total Unit Price in ETB Including 15% VAT					

Prepared by: _____

Signature: _____

Stamp

Date: _____

N.B.: -

- *The above form should be completed, signed, stamped and submitted to GAIN together with other supporting documents. Price must be filled **ONLY** in the above attached "Breakdown of Cost" form. (GAIN will not accept any offer different from the above attached & stamped **Breakdown of Cost Format**).*

ANNEX 3

Vendor Registration Form

GENERAL INFORMATION				
Company Name (in English)				
Registered Address				
Correspondence Address	Tel.:	Email:		
	Fax:	P.O.Box:		
Homepage Address (if any)				
Date and Place Business Registration		<i>(Please provide a copy of Business Registration)</i>		
Name of Director/General Manger				
Number of Employees				
MAIN CONTACTS				
	Name	Telephone No.	Fax No.	Email
Management				
Sales/Enquiry				
Delivery/Follow-up				
KEY CLIENTS INFORMATION (Please provide at least 3 companies for reference)				
Company Name				
1.				
2.				
3.				
LITIGATION RECORD (Please state court case completed or in-progress in the last 3 years, if any)				
Description				
1.				
2.				
3.				
FINANCIAL				
Acceptable Payment Method	<input type="checkbox"/> Bank Transfer		<input type="checkbox"/> Cash	
	<input type="checkbox"/> Cheque Credit Period			
BANK DETAILS				
Bank Name				
Branch		SWIFT Code		
Beneficiary's Name				
Account No.		Currency		
Address				
<p>I declare the information given on this Registration Form is true and correct that best reflects the current business situation of our company.</p> <p>Name: _____</p> <p>Title: _____ Company Stamp</p> <p>Signature: _____</p> <p>Date: _____</p>				

