Federal Republic of Somalia

MINISTRY OF ENERGY AND WATER RESOURCES

MOEWR/UNICEF MICROPLAN 2021

Bidding Document

For

Request for Quotations

For

Purchasing Geophysical Equipment Provision of Training

RFQ: MOEWR/DAF/130/6/2021

Date of Issue: July 17, 2021

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JAMHURIYADDA FEDERALKA SOOMAALIYA
Wasaaradda Tamarta iyo Khayraadka Biyaha

جمهوريه الصومال الفيدراليه
وزارة الطاقة والموارد المائية

Federal Republic of Somalia
Ministry of Energy and Water Resources

Date: 17 July, 2021

To: [Name of Supplier]
Name: [Name Manager of Company]
Email: [insert email]
Tel: [Insert Phone No.]

RFQ: MOEWR/DAF/130/6/2021

Dear Sir/Madam,

Subject: Request for Quotations for Purchasing Geophysical Equipment and Provision of Training

The Ministry of Energy and Water Resources has received a grant from UNICEF to finance the MOEWR/UNICEF MICRO PLAN 2021 and it intends to implement UNICEF Micro plan activities in 2021 for Purchasing Geophysical Equipment.

The items required are described in detail in Part 2: Statement of Requirements.

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Any queries should be submitted to the following email address no later than **July 29, 2021** Procurement@moewr.gov.so .

Please prepare and submit your proposal in accordance with the instruction in Part 1: Proposal Procedures and return this to us no later than **August 1, 2021** at **10:00 am (local time)** via email on the above addresses or physically to the address in Part 1. Or inform the undersigned if you will not be submitting a proposal.

Procurement Office
Ministry of Energy and Water Resources

PART 1: QUOTATION PROCEDURES

Procurement Reference Number: **MOEWR/DAF/130/6/2021**

Preparation of Quotations: You are requested to quote for these items by completing, signing and submission of offer:

The Quotation Submission Sheet in this Part1;

1. the List of requirement and Price Schedule in Part 2;
2. the Specification and Compliance Sheet in Part 2;
3. the documents evidencing your eligibility, as listed below;

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Part 3: Contract, before preparing your quotation. The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.

Validity of Quotations: The quotation validity required is **Ninety (90)** days.

Sealing and marking of Quotations: Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Purchaser *"Procuring Entity"*. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

Submission of Quotations: Quotations should be submitted to the address below, not later than the date and time of the deadline below. Late quotations will be rejected.

Date of deadline:	**Aug 1, 2021**
Time of deadline:	**10:00 am (local time)**
Via email:	To: Procurement@moewr.gov.co

OR

Physical Address:

MINISTRY OF ENERGY AND WATER RESOURCES

3rd floor, Mogadishu GPO Building, Corso Somalia Road, Bondhere District Mogadishu, Somalia (Near Hotel Jubba)

Opening of Quotations: Quotations will be opened internally by the Procuring Entity. Bidders' representatives are not permitted to attend the opening. A record of the opening will be posted on the Procuring Entity's Notice Board within one working day of the opening.

Evaluation of Quotations: The evaluation of quotations will use the Technical Compliance Selection methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Quotations on a pass/fail basis;
2. Detailed evaluation to determine commercial and technical responsiveness;
3. Financial comparison to determine the evaluated price of quotations and to determine the best evaluated bid.

Quotations failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. have the legal capacity to enter into a contract;

2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. not have had your business activities suspended or debarred from public procurement by the Office of Government Public Contracts Policy or Company discipline.
4. have the nationality of an eligible country, as defined in the Special Conditions of Contract; and
5. not to have a conflict of interest in relation to this procurement requirement; and

Documents Evidencing Eligibility: You are requested to submit copies of the following documents as evidence of your eligibility and sign the declaration in the Quotation Submission Sheet:

1. A valid certificate of registration or incorporation issued by the Ministry of Commerce and Industry;
2. A valid business registration or equivalent;
3. any other relevant documentation
4. Letter from Federal Government /State business permit
5. Copy of Valid Tax compliance certificate submitted
6. Bank statements for the last 3 months (March - May 2021)
7. Copy of ID/Passport for Company Director/Owner
8. Profile of the Company

Origin of Supplies: All supplies and related services shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

Technical Criteria: The Specification and Compliance Sheet details the minimum specification of the supplies required. The supplies offered must meet this specification, but no credit will be given for exceeding the specification.

Currency: All Quotations must be priced in **US DOLLAR**

Best Evaluated Bid: The best evaluated bid shall be the lowest priced quotation, which is eligible and substantially responsive to the commercial and technical requirements of the Procuring Entity and shall be recommended for award of contract. A Notice of Best Evaluated Bidder will be published on the Procuring Entity's Notice Board for a period of 5 days prior to contract award and shall be copied to all Bidders.

Award of contract: Award of contract shall be by placement of a Purchase Order in accordance with Part 3: Contract.

Fraud and Corruption: The personnel of the Purchaser and the Suppliers should adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle, they should abstain at all times from corruption or fraudulent practices. Corruption and fraudulent practices are defined as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
iii. "Collusive practices" means a scheme or arrangement between two or more suppliers with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;

The Procuring Entity will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

Right to Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the bidding process and reject all quotations at any time prior to contract award.

Right to Review: It is the policy of FGS that contractors, suppliers, consultants and their agents (whether declared or not), personnel, subcontractors, sub – consultants and service providers shall observe the highest standard of ethics during procurement and execution of contracts. Payment of informal taxes or levy to control or to influence ethnic groups shall not be allowed in public procurement and to permit the FGS audit to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the FGS.

Quotation Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your quotation, with the documents requested above attached. Ensure that your quotation is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. If your quotation is not authorised, it may be rejected.]

Quotation Addressed to :	MINISTRY OF ENERGY AND WATER RESOURCES 3rd floor, Mogadishu GPO Building, Corso Somalia Road, Bondhere District Mogadishu, Somalia Mogadishu,
Date of Quotation:	
Procurement Reference Number:	**MOEWR/DAF/130/6/2021**
Subject of Procurement:	**Purchasing Geophysical Equipment and provision of Training**

We offer to supply the items listed in the attached List of Supplies and Price Schedule and Specification and Compliance Sheet, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Quotation Procedures of your Request for Quotations.

We undertake to abide by the policy of FGS that contractors, suppliers, consultants and their agents (whether declared or not), personnel, subcontractors, sub – consultants and service providers shall observe the highest standard of ethics during procurement and execution of contracts. Payment of informal taxes or levy to control or to influence ethnic groups shall not be allowed in public procurement.

The validity period of our quotation is: _______________ days/weeks/months from the time and date of the submission deadline.

We confirm that the prices quoted in the List of Supplies and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The delivery period offered is: _______________ days/weeks/months from date of Purchase Order.

The warranty period offered is _______________ weeks/months.

Quotation Authorised By:

Signature: ____________________________ Name: ______________________________

Position: ____________________________ Date: ______________________________

(DD/MM/YY)

Authorised for and on behalf of:

Company: ____

Address: ____

____

____

Fraud and Corruption

1. It is the policy of FGS that contractors, suppliers, consultants and their agents (whether declared or not), personnel, subcontractors, sub – consultants and service providers shall observe the highest standard of ethics during procurement and execution of contracts. Payment of informal taxes or levy to control or to influence ethnic groups shall not be allowed in public procurement.
2. All parties involved in FGS public procurement must observe the highest ethical standards and avoid corrupt, fraudulent, collusive, coercive, fraud or obstructive practices when executing public procurement. In line with Article 15 of the procurement Bill 2014, it defines the terms set forth below as follows:

a) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
b) Fraudulent practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Government, and includes collusive practices among bidders and consultants (prior to or after submission of bids and proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Government of the benefits of free and open competition.
c) Collusive practices means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract.
d) Coercive practices means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
e) *Obstruction* is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators (auditor general office reports) in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive, or coercive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights**.**
f) A Procuring Entity will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
g) A Procuring Entity will forward the name of a firm or individual to the Authority recommending debarment pursuant to Article 32 of the Procurement Bill if at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in procurement proceedings.

3. Conflict of interest

a) Public Procuring Entities, bid evaluation committee members, or any other public employee involved in the procurement process in anyway using FGS funds and most especially preparing of bidding documents, evaluation, contract negotiations, contract management and payments should declare any potential conflicts of interest. A conflict of interest will arise when the individual has a direct or indirect relationship with a bidder, consultant, contractor or supplier.
b) In the event that a member of Bid Evaluation Committee (BEC) or Procurement Committee (PC) or an employee who is directly involved with the procurement process feels that there is the potential for a conflict of interest they should declare it to the

chairman of their committees and remove themselves from the procurement process unless otherwise instructed.

c) Bidders, consultants and contractors with potential conflicts of interest will also be considered ineligible to bid or to submit a proposal. A conflict of interest will exist when a firm that has been previously hired to provide services for the project design, preparation and implementation will again be hired to provide goods, works or services related in whole or in part to the earlier services provided by it. In such a case the firm and all of its affiliates will not be eligible to provide goods, works or services.

PART 2: STATEMENT OF REQUIREMENTS

List of Supplies and Price Schedule

Procurement Reference Number: **MOEWR/DAF/130/6/2021**

Purchase Order Serial Number: ______________________________

[Purchase Order Serial Number to be completed in the event of award of contract only]

[Complete the currency of your quotation. Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

Currency of Quotation: USD

Item No	Description of Supplies	Quantity	Unit of Measure	Unit Price	Total Price
1.	**Purchasing Geophysical Equipment (Terrameter LS2 Advanced 2/81)**	1			
2.	**Imaging cable with 21 take-outs, 15m spacing**	4			
3.	**Wooden Box 55*51*58cm**	2			
4.	**Steel electrodes**	90			
5.	**Cable-to-electrode jumper**	90			
6.	**2D inversion software (RES2DINV)**	1			
7.	**Training Package for 10 Person (3 weeks)** - **Operation and maintenance** - **Field data collection** - **Data processing and interpretation**	10			
			Subtotal		

Part 2: Statement of Requirements

Total	

The Delivery and Completion Schedule shall be as specified in the Special Conditions of Contract.

List of Supplies and Price Schedule Authorised By:

Signature: ______________________________ Name: ______________________________

Position: ______________________________ Date: ______________________________

(DD/MM/YY)

Authorised for and on behalf of:

Company: ____

PART 2: STATEMENT OF REQUIREMENTS

Specification and Compliance Sheet

Procurement Reference Number: **MOEWR/DAF/130/6/2021**

Purchase Order Serial Number: ______________________________

[Purchase Order Serial Number to be completed in the event of award of contract only]

Complete column c with the specification of the supplies offered. Also state "comply" or "not comply" and give details of any non-compliance to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Bidders must indicate in the space provided below: **Make, Model, Year of Manufacture and also "Comply" or "Not Comply" as appropriate.** For 'not Comply' if any, all technical deviations must clearly be mentioned alongside the appropriate line in the specification.			
	The Geophysical Equipment must be immaculate condition both mechanically and cosmetically and expected to remain in first class condition.		Make: Model: Year of Manufacture:
Item No.	**Description**	**Required Specifications**	**Statement of compliance (State 'Comply' or 'Not Comply')***
1	Measure modes		
2	Casing		
3	Computer		
4	GPS		
5	Display		
6	I/O ports		
7	WLAN		
8	3G/GSM		
9	Service point		
10	Memory capacity		
11	Power		
12	Dimensions:		
13	Weight		
14	Ambient temperature range		
15			
17			
18			

NB: Please attach catalogues to support your technical specifications

Specification and Compliance Sheet Authorised By:

Signature: ______________________________ Name: ______________________________

Position: ______________________________ Date: ______________________________
(DD/MM/YY)

Authorised for and on behalf of:

Company: ____

PART 3: CONTRACT

Contract Agreement and General Conditions of Contract

Any resulting contract shall be placed by means of a Federal Republic of Somalia Purchase Order and shall be subject to the Federal Republic of Somalia General Conditions of Contract (GCC) for the Procurement of Supplies except where modified by the Special Conditions below.

Special Conditions of Contract

Procurement Reference Number: **MOEWR/DAF/130/6/2021**

Purchase Order Serial Number: ______________________________

[Purchase Order Serial Number to be completed in the event of award of contract only]

	Contract Name: **Purchasing Geophysical Equipment and Provision Training**
Purchaser's country **GCC 1.1(i)**	The Purchaser's country is: **Federal Government of Somalia**
Purchaser **GCC 1.1(j)**	The Purchaser is: **Ministry of Energy and Water Resources**
Project Site **GCC 1.1 (o)**	The Final Destinations are: **MINISTRY OF ENERGY AND WATER RESOURCES** 3rd floor, Mogadishu GPO Building, Corso Somalia Road, Bondhere District Mogadishu, Somalia – (Near Hotel Jubba)
Eligible countries **GCC 1.1. (p)**	GCC 1.1 (p) is provided for as; All countries are eligible, unless as a matter of law or official regulation, the Federal Republic of Somalia prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Federal Republic of Somalia prohibits any import of Supplies from that country or any payments to persons or entities in that country.
Incoterms **GCC 4.2 (a)**	The meaning of the trade terms shall be as prescribed by Incoterms.
Incoterms Edition **GCC 4.2 (b)**	The version edition of Incoterms shall be **Incoterms 2010**

Language **GCC 5.1**	The language shall be: **English**
Notices **GCC 8.1**	For **notices**, the Purchaser's address shall be: Attention : Procurement Section Admin and Finance Department Ministry of Energy and Water Resources E-mail:procurement@moewr.gov.so
Governing Law **GCC 9.1**	The governing law shall be the law of: **Federal Republic of Somalia**
Delivery and Documents **GCC 13.1**	The good and related services are to be delivered within **fourteen (14) days** from the date of purchase order. The shipping and other documents to be furnished by the Supplier are: (a) **Tax Invoice** (b) **Delivery note**
Contract Price **GCC 15.1**	The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable.
Terms of Payment **GCC 16.1**	The structure of payments shall be: full payment following delivery of the goods and related services and submission of an invoice and the documents listed in clause **13.1**.
Terms of Payment **GCC 16.3**	Payments shall be made no later than **thirty (30) days** after submission of an invoice and its certification by the Purchaser.
Terms of Payment **GCC 16.5**	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **60** days.
Packaging and Documents **GCC 23.2**	The packing, marking and documentation within and outside the packages shall be: Attention : Procurement Section Admin and Finance Department Ministry of Energy and Water Resources E-mail: procurement@moewr.gov.so
Insurance **GCC 24.1**	The insurance coverage shall be as specified in the Incoterm.

Transportation and Incidental Services **GCC 25.1**	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)
Inspection and Tests **GCC 26.1**	The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply.
Inspection and Tests **GCC 26.2**	The Inspections and tests shall be conducted at: **as in GCC 1.1 (o)**
Liquidated Damages **GCC 27.1**	The liquidated damage shall be: **0.5%** per week
Liquidated Damages **GCC 27.1**	The maximum amount of liquidated damages shall be: **10% of the contract sum**
Warranty **GCC 28.3**	The period of validity of the Warranty shall be: **12 months**
Warranty **GCC 28.5**	The period for repair or replacement shall be: **48 Hours**

MINISTRY OF ENERGY AND WATER RESOURCES

3rd floor, Mogadishu GPO Building, Corso Somalia Road, Bondhere District Mogadishu, Somalia
Mogadishu,

PURCHASE ORDER

Order Date:
Project Name:
Project ID:
Company's Name:
Contact Person:
Address:
Telephone:

Please provide the following items (goods/services) as indicated below:

NO	ITEM	QTY	UNIT COST IN US$	TOTAL COST IN US$
1.	**Purchasing Geophysical Equipment (Terrameter LS2 Advanced 4/81)**	1		
2.	**Training Package for 10 Person**	10		
TOTAL US$				

ACCEPTANCE:

This order accepts your quotation reference dated: ____________________________

You should supply the goods/services above to the delivery address and by the delivery date specified in this Purchase Order. Address any inquiries to the contact point in the Procuring Entity detailed below:

Contact within the Procuring Entity: ____

Telephone: ____

Amount in word:

Delivery date:

Warranty period:

DELIVERY TERMS:

- The services/goods are to be delivered to the above destination (if applicable);
- The Ministry retains the unilateral right to reject goods/services, which do not comply with the technical specifications/service requirements.

TERMS OF PAYMENT:

The Ministry will pay only for services completed.

- Relevant Invoice
- Confirmation/proof of completion of services/Acceptance receipt of Goods

PURCHASE ORDER AUTHORIZED BY:

Signature: ______________________ Name: Abdisalam Abdullahi

Position: Project Coordinator Date: ______________________
(DD/MM/YY)

RECEIPT OF ORDER BY THE SUPPLIER

Please confirm receipt of this Purchase Order and that you are proceeding with provision of the supplies, in accordance with the terms and conditions of the Purchase Order.

Signature: ______________________

Name: ______________________

Position: ______________________

(Sign and return this Acknowledgement of Purchase Order within 2 days of receipt)

Address:
Ministry of Energy and Water Resources
3rd floor, Mogadishu GPO Building, Corso Somalia Road,
Bondhere District Mogadishu, Somalia – (Near Hotel Jubba)
E-mail: **Procurement@moewr.gov.so**

Terms and Conditions:

1. The supplier/service provider shall not assign any of his obligations under this order and shall be solely responsible for the performance of this order in every respect. Any form of sub-contracting shall not be permitted unless authorized by Ministry of Energy and Water Resources (MEWR) in writing.
2. Ownership of the goods remains with the supplier until they are delivered and accepted at the point of delivery stated on the order.
3. Delivery shall be effected within the period stated. Liquidated damages will be claimed by MEWR uses of late deliveries without satisfactory reasons.
4. The goods / services delivered shall be in accordance with the quality and quantity in the order.
5. Goods and services delivered shall match the specifications or descriptions in the order, where specific descriptions have been given. In cases where specific descriptions are not given, the goods / services shall be the best of their respective kind and shall be to the satisfaction of MEWR.
6. MEWR reserves the right to reject any goods or services, which do not correspond in conditions, quality, fitness or description with the order.
7. Where specified that the supplier is responsible for installation, assembling and commissioning of any equipment supplied, payment shall only be after completion of installation, assembling and commissioning of the equipment.
8. MEWR may by notice in writing cancel the order if the supplier/service provider varies any term(s) of this order, becomes bankrupt, or being a company goes into liquidation either voluntarily or compulsorily.
9. The warranty period for all goods where applicable shall be as indicated on this order and such period shall be computed from date of final acceptance of the goods. The supplier/service provider shall carry out all the work, such as modifications and repairs, necessary to comply with the terms of the order, or replace all or any part of the goods/services which turn out not to comply with these terms during the warranty period. The supplier/service provider shall meet all costs including transport in connection with their obligation under warranty.
10. In the event of the supplier's/service provider's failure to deliver as and when specified, MEWR reserves the right to cancel this order or part thereof without prejudice to its other rights and the supplier/service provider agrees that MPT may return part of any shipment so made and may charge the supplier/service provider with any loss or expense sustained as a result of such failure to deliver.
11. The Supplier/service provider undertakes to indemnify and hold MEWR harmless against any claim for infringement of industrial or any other intellectual property by the transfer or use of any goods, equipment of components thereof supplied by the supplier/service provider.
12. It is understood and agreed that the supplier accepts full responsibility for all personal injury, damage or loss arising from acts of omission of the supplier and/or the agents while in, on or about the MEWRs premises and the supplier will fully indemnify and hold MEWR safe against all consequences of any such loss.
13. The order shall be governed by the laws of the Republic of Somalia