



## **INVITATION TO BID**

**Tender for Supply of Construction/Rehabilitation Materials  
of 30 shallow wells in Baidoa district.**

**Ref: SYPD/ITB005- BIO-09/092021**

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## SECTION 1: INTRODUCTION

### 1. INTRODUCTION

Sustainable Development and Peace-building Initiatives (SYPD) is a non-profit, non-governmental, non-partisan organization that was formally registered in Somalia on August, 2004. In addition to humanitarian aid and emergency relief, SYPD strives to promote peace in Somalia, neighboring countries and Africa through sustainable development programs that enable communities to have permanent access to basic human needs, and by addressing the root causes that drive conflict in the region. Since its inception SYPD has implemented over 100 projects in different regions of Somalia, reaching hundreds of thousands of beneficiaries from the most vulnerable communities.

For more information, please visit [www.sypd.org](http://www.sypd.org)

#### 1.1. PROJECT OVERVIEW:

Sustainable Development and Peace-building Initiatives (SYPD) is implementing a multi-sectoral and integrated humanitarian response with focus on food security and livelihood for conflict and climatic shocks affected vulnerable communities in Somalia in partnership with Diakonie Katastrophenhilfe (DKH). The project will support to improve the living conditions of the target communities by increasing food security access, SYPD supports local poor farmers by provision of land preparation, distribution of seeds, Provision of Water pump, construction/rehabilitation of agriculture infrastructures e.g. culverts, sluice gates, water basins and canals through Cash for Assets (CfA) to inject cash to the community to empower them to purchase and capacity building to the local farmers to boost and encourage local production as well provision of Multi-Purpose Cash Transfer (MPCT). The project will also support to improve infrastructures in the IDPs by improving drainage systems, Camp settlement layouts and capacity building to the Camp leaders. the project will provide a combined Emergency shelter kits and Non-Food items to the flood and drought affected people through voucher approaches. To improve water accessibility, SYPD will rehabilitate strategic shallow wells, Provision of clean water through voucher approach during drought sessions, chlorination of water sources and rehabilitation of water catchments, Project will also provide clean and safe portable drinking water through two standby EmWatkits in case there is floods. The project will also support construction of emergency latrines with hand-washing facilities.

Please see below summary requirements for which SYPD invites you to the bid on.

Item	Description
Location	Baidoa, South-west state of Somalia
Description of Goods/Materials	Supply of Construction/rehabilitation materials of 30 shallow wells by dewatering, removing debris, excavating to increase the depth of shallow well in baidoa district

## **1.2. BACKGROUND TO TENDERING FOR CONSTRUCTION SHALLOW WELLS.**

SYPD is implementing a multi-sectoral and integrated humanitarian response in Beledweyne and Baidoa Districts. The project is designed to support climatic shocks that affected vulnerable communities in Somalia with the comprehensive agricultural support package that includes; land preparation, provision of quality seeds, construction/rehabilitation of agricultural infrastructures, and installation of water pump machine irrigation system as well as construction of emergency latrines and rehabilitation of shallow wells.

## **1.3. TENDERING PROCESS**

A Tender advert appeared in **The Somali Jobs website** on **09<sup>st</sup> September, 2021**, advertising on the “Tender for Supply of Construction/Rehabilitation Materials of 30 shallow wells by dewatering, removing debris, excavating to increase the depth of 6fts in Baidoa districts”. The dates for final submission are outlined in **1.3.2 of the tender documents**. For queries and clarifications, please contact: [procurement@sypd.org](mailto:procurement@sypd.org) and Tell: +252615221100 or + 252615776631

### **1.3.1. APPLICATION PROCESS**

Tender forms are available by:

- Somalijobs.net through the link in advertisement or you can request a softcopy of the form from [procurement@sypd.org](mailto:procurement@sypd.org).

### **1.3.2. SUBMISSION OF BIDS**

Due to the prevailing COVID-19 pandemic, bids must be submitted electronically. The subject must state **“Tender for Supply of Construction/Rehabilitation Materials of 30 shallow.”**

Bids should be submitted by email to [procurement@sypd.org](mailto:procurement@sypd.org) with a copy to [abdullahi.aliyow@sypdsomalia.org](mailto:abdullahi.aliyow@sypdsomalia.org) and [ahmet.husseyen@sypdsomalia.org](mailto:ahmet.husseyen@sypdsomalia.org)

Bid emails must be submitted to SYPD, by 23:59 Hrs EAT, on Sunday 28<sup>th</sup> September, 2021. Any bid submitted after the deadline will not be accepted.

### **1.3.3. BID DOCUMENTS**

- Company Profile with clear physical address
- Commercial license
- Registrations both Federal and South west
- Valid Registration Certificate from Ministry of Public Work South west
- Valid Tax Compliance Certificate both Federal and States South west
- Company Bank Statements for past 6 months.
- Past three Years' Experience
- Completed Supplier Registration Form
- Completed 'Tenderers Relevant Experience Form' & Evidence
- Signed Annexes for Invitation Declaration, SYPD Purchasing Terms and Conditions, Safeguarding Policies and SYPD Supplier Code of Conduct
- Duly completed the BoQs

### **1.3.4. EVALUATION OF BIDS**

All valid bids will be evaluated by an Evaluation Committee of SYPD who will assess the bids based on administrative (Technical) and financial evaluation, using the information provided in your submission. SYPD reserves the right to request proof of your past work experience and to visit the premises of bidders, if this is deemed necessary to complete the evaluation.

### **1.3.5. AWARD CRITERIA**

SYPD will award the contract to the **lowest compliant** bidder with highest combined score in technical and financial evaluation.

### **1.3.6. VETTING**

Prior to bidder providing any service or goods, they must first be vetted and cleared to work with SYPD. This comprises checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), SYPD have the right to cancel their award decision.

### 1.3.7. BID LANGUAGE

All bid documents should be written in English.

### 1.3.8. BID CURRENCY

Your financial offer should be expressed in USD

### 1.3.9. BID SUBMISSION DETAILS

All completed tender documents should be sent by email to: [procurement@sypd.org](mailto:procurement@sypd.org) copy to: [abdullahi.aliyow@sypdsomalia.org](mailto:abdullahi.aliyow@sypdsomalia.org), [ahmet.husseyn@sypdsomalia.org](mailto:ahmet.husseyn@sypdsomalia.org) due to the COVID-19 situation it is not allowed submission of hard documents to SYPD HQ and sub-offices. The subject email should indicate the tender reference number mention in the Invitation Letter; **Ref: SYPD/ ITB-005- BIO-09/092021**

### 1.3.10. TIME TABLE FOR THIS ITB

Activity Description	Date
Invitation To Tender	09 September, 2021
Deadline for the bid Clarification	25 September, 2021
Deadline for submission`	28 September, 2021. 00:00 AM (EAT).
Bid Opening	30 September, 2021
Award Contract	1 October, 2021

## SECTION 2: COMPANY INFORMATION FORM

### 2. COMPANY INFORMATION FORM

#### 2.1. BUSINESS PROFILE

Name of Company:	
Physical Address:	
Telephone Number:	
Email, if applicable:	
Contact Name, Telephone Number and Title	
Type of business (plc/limited company/partnership etc....)	
Years in operation:	
Number of employees	
Provide information on any relationships that you have with SYPD staff? – Friends/family/ business partners etc.	

#### 2.2. BANK DETAILS:

Bank Name:	
Bank Address:	
Bank Account Name:	
Bank Account Number:	
How long has this Account been open?	

#### 2.3. PAYMENT TERMS

Number of days Credit	
Preferred Payment Method (Electronic/Cheque)	

## 2.4. GROUNDS FOR MANDATORY REJECTION

Please state 'Yes' or 'No' to each question

If the answer to any of the following 9 questions is yes then please explain on a separate paper.

1. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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2. Has the Company ever been convicted of an offence concerning its professional conduct by a judgment, which has the force of res judicata?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-------------------------------------	------------------------------------

3. Has the Company ever been guilty of grave professional misconduct proven by any means?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-------------------------------------	------------------------------------

4. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of Denmark, or those of the country where the contract is to be performed?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-------------------------------------	------------------------------------

5. Has the Company ever been the subject of a judgment, which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities' financial interests?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-------------------------------------	------------------------------------

6. Has the Company ever been declared to be in serious breach of contract for failure to comply with our contractual obligations, following another procurement procedure or grant award procedure financed by the European Community budget?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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7. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organizations?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-------------------------------------	------------------------------------

8. List any National or International Trade or Professional Organizations which your Company is a member of: \_\_\_\_\_  
\_\_\_\_\_

9. When registering as a vendor with SYPD, the above details will be used to conduct due diligence checks on financial information and to confirm that the vendor is not listed in any sanction lists.

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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10. The data will be kept for 3 years. Do you agree that SYPD, or an external party on behalf of SYPD, carries out such checks?

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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**SECTION 3: REFERENCE OF PROVIDING SIMILAR SERVICES IN THE PAST:**

**3. REFERENCE OF PROVIDING SIMILAR SERVICES IN THE PAST**

**3.1. RELEVANT EXPERIENCE**

Please complete the table below using the format to summarize the **major relevant items/services/works** carried out in the course of the past 3 years by your company, by location. Please provide proof e.g. copy of LPO/Contract; please also provide details on additional pages, if needed.

No	International NGO/UN Organization	Contact Name and Phone Number

**3.2. PREVIOUS EXPERIENCE WITH SUSTAINABLE DEVELOPMENT AND PEACE BUILDING INITIATIVES (SYPD):**

Name of contact person in SYPD	Details of previous experience	Date of last contract/LPO

## SECTION 4: SYPD GENERAL TERMS AND CONDITIONS

### 4. SYPD PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Client” refers to SYPD. The term “Service Provider” refers to the entity named on the order and contracting with the Client. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

#### 4.1. GENERAL TERMS AND CONDITIONS

**1) Price:** The prices stated on the order shall be held firm for the period of 3 months unless specifically stated otherwise

**2) Source of Instructions:** The Service Provider shall not seek nor accept instructions from any source external to SYPD in relation to the performance of the contract.

**3) Assignment:** The Service Provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Client.

**4) Corruption:** The Service Provider shall not give, nor offer to give, anyone employed by the Client an inducement or gift that could be perceived by others to be a bribe. The Service Provider agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Service Provider under the contract shall be the property of SYPD and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Client upon request.

**5.1)** The Service Provider may not communicate at any time to any other person, government or authority external to SYPD, any information that has been compiled through association with SYPD which has not been made public except with written authorization from the Client. These obligations do not lapse upon termination of the contract.

**6) Use of Emblem or Name:** Unless otherwise agreed in writing; the Service Provider shall not advertise nor make public the fact that it is supplying goods or services to the Client, nor shall the Service Provider in any way whatsoever use the name or emblem of SYPD in connection with its business or otherwise.

**7) Observance of Law:** The Service Provider shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed force majeure,

the Service Provider must inform the Client of the full particulars in writing. If the Service Provider is rendered unable either in part or in whole to perform its obligations then the Client shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Service Provider is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Client will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Client reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Board of SYPD and/or lack of funding. In such a case the Service Provider shall be reimbursed by SYPD for all reasonable costs incurred by the Service Provider, including all materials satisfactorily delivered and conforming to specification and terms of the contract, prior to receipt of the termination notice.

**9.1)** Should the Service Provider encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Client reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Service Provide shall provide the Client with all manufacturers' warranties. The Service Provider warrants that all goes supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non-conforming to specification, the Service Provider shall promptly rectify the defect. If the defect is permanent then at the choice of the Client the Service Provider will either replace the item at their cost or reimburse the Client.

**11) Inspection and Test:** The Service Provide must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Client reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Clients' opinion, the goods and/or services do not comply with the specification, the Client will inform the Service Provider in writing. In such a case the Service Provider shall take the necessary action to ensure compliance, liability for any additional cost incurred in rectifying compliance will rest with the Service Provider.

**12) Changes:** The Client reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination or delivery instruction. If any such change affects the price of the goods or performance of service the Service Provider and Client may negotiate an equitable adjustment to the contract, provided that the Service Provider claims for adjustments in writing to the Client within 30 days from being notified of any change.

**13) Export License:** If an export license or licenses are required for the goods, the Service Provider has the responsibility to obtain that license or licenses.

**14) Payment Terms:** Unless otherwise agree, payment terms will be net 5 working days from receipt of a

correctly prepared invoice.

**15) Ethics:** The Conduct to which SYPD expects all of its Service Providers to respect is as follows:

1. Service providers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labor standards, social protection and work opportunities for all
2. Employment is freely chosen.
3. The rights of staff to freedom of association and to collective bargaining are respected.
4. Working conditions are safe and hygienic.
5. No exploitation of children is tolerated.
6. Wages paid are adequate to cover the cost of a reasonable living.
7. Working hours are not excessive.
8. No discrimination is practiced.
9. Regular employment is provided.
10. No harsh or inhumane treatment of staff is tolerated.
11. Local labour laws are complied with.
12. Social rights are respected.

Additionally, by acceptance by a supplier, service provider or contractor of a SYPD supply, service or works contract, they understand and agreed to abide by the terms of the SYPD Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti- Trafficking in Persons Policy).

**16) Rights of SYPD:** Should the Service Provider fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Client may, after giving reasonable notice to the Service Provider, exercise one or more of the following rights:

- Procure all or part of the service from an alternate source, in which event the Client may hold the Service Provider liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.

**16.1)** The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the donor will be informed where such practices may affect their financial interests.

**17) Rights of access for test purposes:** SYPD is contractually obliged to facilitate certain donor's direct access to Service Providers for test purposes. This obligation is extended to all SYPD Service Providers.

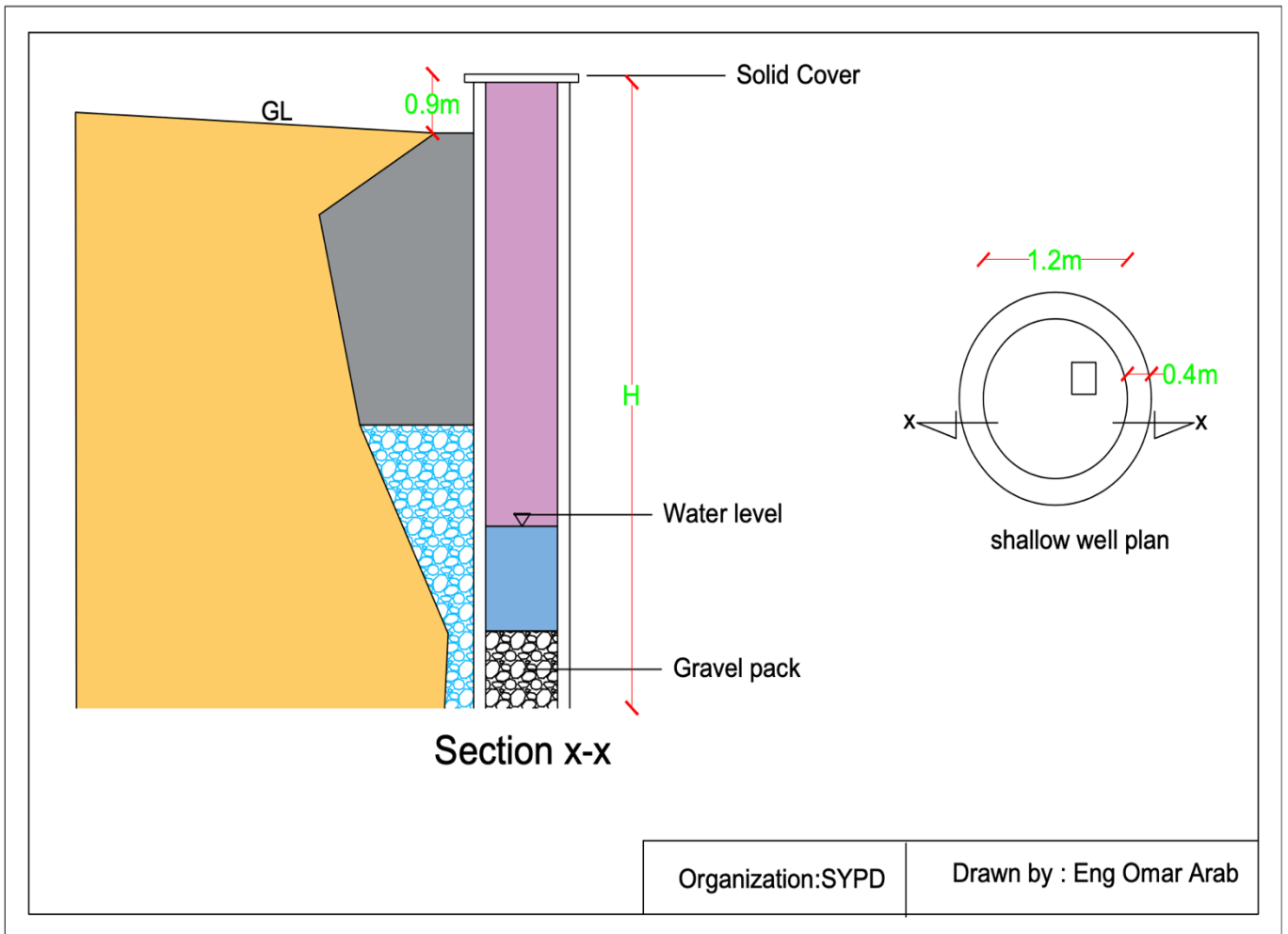
**18) No Agency:** This order does not create a partnership between the Client and Service Provider or make one party the agent for the other for any purpose

## SECTION 5: SHALLOW WELL REHABILITATION OQ

### 1. BOQ FOR SHALLOW WELLS IN BAIDOA

SHALLOW WELL REHABILITATION- BoQ					
No.	Item Description	Unit	Qty	Unit cost	Total
<b>1</b>	<b>Well recovery</b>				
1.1	Mobilization and demobilization of equipment's and site clearance	LS	1		
1.2	Remove all debris, and desilting the well to Increase water yield.	m	1.8		
<b>2</b>	<b>Restore well mouth protection</b>				
2.1	external plastering of the well mouth	sqm	6.3		
2.2	casting 120mm thick RCC Wee cover	Nos	1		
2.3	Lining internal wall of the well with 20mm thick plastering 1:4 mix ratio	sqm	75.36		
<b>Total Amount of 1 shallow well:</b>					
<b>Total Amount of 30 shallow wells:</b>					

## 2. SHALLOW WELL MODEL



## SECTION 6: SYPD CODE OF CONDUCT AND ASSOCIATED POLICIES

### 3. CODE OF CONDUCT AND ASSOCIATED POLICIES

SYPD has an organizational Code of Conduct with Associated Policies; the Conflict of Interest, Anti-Fraud and whistle blowing policy.

These have been developed to ensure the maximum protection of programme participants from exploitation, and to clarify the responsibilities of SYPD staff, consultants, visitors to the programme and partner organization, and the standards of behavior expected of them.

SYPD strives to ensure that all procurement activities are fully transparent to all stakeholders in the process such as suppliers, donors and beneficiaries. Transparency can be defined as openness and visibility in all procurement transactions and information availability relating to procurement processes, procedures and opportunities.

Any supplier engaged by SYPD will be expected to read and sign copies of these, which will be made available to all shortlisted suppliers. Any supplier interested in having a copy before we shortlist can request them by contacting [procurement@sypd.org](mailto:procurement@sypd.org)

We do hereby confirm that the prices quoted are valid for ..... months.

Name:

Signature:

Date:

Official stamp:

## Section 7: SUBMISSION CHECKLIST

Are you including the following with your submission?

Item	Yes/No
Company Profile with clear physical address	
Commercial license	
Registrations both Federal and States South west	
Valid Registration Certificate from Ministry of Public Work South west	
Valid Tax Compliance, VAT Registration & TIN Valid Tax from South west	
Company Bank Statements for past 6 months.	
Past three Years' Experience	
Audited accounts for 2019 or 2020	
Certificate/reference information of previous undertakings of contracts with NGO/INGOS and UN agencies	
Completed Supplier Registration Form	
Signed Annexes for Invitation Declaration, SYPD Purchasing Terms and Conditions,	
Duly complete signed and stamp the BOQ	

## APPENDICES

### 4. ESSENTIAL CRITERIA

These are criteria which bidders must meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the technical Criteria, they will be rejected from the bid process. These criteria are scored as Pass or Fail and bidders who fail will not be evaluated against Cost-effective criteria.

#### 4.1. TECHNICAL CRITERIA (70%)

<b>30% Points</b> - Previous experience in relevant work experience	Provide past signed and stamp contracts as evidence:
	<b>30%</b> Points for 5 or more works contracts with Government, LNGOs, INGOs or UN for similar work e.g., Shallow wells, Boreholes Constructions etc. Copies of signed contracts with official signature and stamp to be submitted
	<b>20%</b> Points for 3 to 4 works contracts with Government, LNGOs, INGOs or UN for similar work e.g., Shallow wells, Boreholes Constructions etc. Copies of signed contracts with official signature and stamp to be submitted.
	<b>10%</b> Points for 1 to 2 work contracts with Government, LNGOs, INGOs or UN for similar work e.g., Shallow wells, Boreholes Constructions etc. Copies of signed contracts with official signature and stamp to be submitted.
	<b>5%</b> points for 1 work contracts with Government, LNGOs, INGOs or UN for similar work e.g., Shallow wells, Boreholes Constructions etc. Copies of signed contracts with official signature and stamp to be submitted
	<b>0%</b> Points for zero works contract
<b>10% Points</b> - Provide an Official bank statement for the last 6-months and 3 years certified Audited Accounts.	<b>10% Points</b> for 6 months bank stamen and last 3 years certified Audited Accounts
	<b>5%</b> Points for If he submitted one of 6 months bank stamen and last 3 years certified Audited Accounts or less then 6 months bank statement
	<b>0%</b> Points for zero bank statement and certified Audited Accounts.
<b>25 % Points</b> - Detailed Company Profile with address and contact phones, Valid Business permit with valid tax registration both FGS and States.	Provide these eligible documents;
	<b>15% Points for those who provide all the 3;</b> · I. Company Profile with detailed address and contact phone. II. Certificate of Incorporation, Valid Business Permit/Licenses both Federal and Southwest State III. Valid Tax Compliance, VAT Registration & TIN certificates from Southwest State.

	<p><b>10% Points for those who provide 2 of them;</b></p> <p>I. Company Profile with detailed address and contact phone.  II. Certificate of Incorporation, Valid Business Permit/Licenses both Federal and Southwest State.</p>
	<p><b>5% Points for those who provide 1 of these;</b></p> <p>I. Certificate of Incorporation, Valid Business Permit/Licenses both Federal and Southwest State.  II. Valid Tax Compliance, VAT Registration &amp; TIN certificates from Southwest State.</p>
	<p><b>0% Points for those who does not provide these documents.</b></p>
<p><b>5% Points</b> for complete, Sing/Stamp SYPD supplier registration and Annexes.</p>	<p><b>5% Points</b> for those who complete all the 2 and Sing/Stamp of all SYPD supplier registration form and annexes.</p>
	<p><b>0% Point</b> for those who does not complete al Sing/Stamp of the documents.</p>

#### **4.2. COST-EFFECTIVE CRITERIA (30%)**

The lowest evaluated financial proposal with the consideration of quality will be awarded the maximum cost-effect criteria score of 30%.

All Technical and Cost-effect Criteria will be weighted accordingly to reflect their importance. The Cost-effect will account for at least 30%. The Technical Criteria will account for up to 70% of the score.